



**JHARKHAND TOURISM DEVELOPMENT CORPORATION LIMITED
GOVERNMENT OF JHARKHAND**

**REQUEST FOR PROPOSAL
FOR
DEVELOPMENT OF ADVENTURE ACTIVITIES AT DASSAM,
JONHA, HUNDRU AND PANCHGHAGH FALLS IN JHARKHAND
ON PPP MODE.**

PART - I

Ref. No. 767/2017

Dated :18/10/2017



Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001

Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828

E-MAIL: jtdcltd@gmail.com

Visit us on www.jharkhandtourism.gov.in

Table of Contents

Disclaimer	5
1. Introduction	7
1.1 Background	7
1.2 Brief Description of Bidding Process	7
1.3 Schedule of Bidding Process	8
2. INSTRUCTIONS TO BIDDERS	9
A. GENERAL	9
2.1 Scope of Proposal	9
2.2 Eligibility of Bidders	9
2.3 Additional Requirements	10
2.4 Number of Proposals and Costs thereof	10
2.5 Site Visit and Verification of Information	10
2.6 Acknowledgement by Bidder	10
2.7 Right to Accept or Reject any or all Proposals	11
2.8 Disqualification	12
2.9 Bid Security	13
B. DOCUMENTS	15
2.10 Content of the RFP Document	15
2.11 Clarifications	15
2.12 Amendment of RFP Document	15
C. PREPARATION AND SUBMISSION OF PROPOSAL	16
2.13 Language	16
2.14 Currency	16
2.15 Validity of Proposal	16
2.16 Format and Signing of Proposal	16
2.17 Sealing and Marking of Proposals	17
2.18 Proposal Due Date	18
2.19 Late Proposals	18
2.20 Modifications/ Substitution/ Withdrawal of Proposals	18
2.21 Confidentiality	18
2.22 Consultant(s) or Advisor(s)	19
2.23 Correspondence with the Bidder	19
D. EVALUATION PROCESS	19

2.24 Opening and Evaluation of Proposals	19
2.25 Tests of Responsiveness	20
2.26 Clarifications	20
3. CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION.....	21
3.1 Evaluation Parameters	21
3.2 Criteria and Evaluation of Technical Capacity.....	21
3.3 Evaluation Process	22
3.4 Evaluation of Price Proposals	22
3.5 Notification.....	23
3.6 Acknowledgement of Letter of Acceptance and Execution of Development Agreement.....	23
4. FRAUD AND CORRUPT PRACTICES	24
5. PRE-PROPOSAL MEETING	26
6. MISCELLANEOUS.....	26
7. PAYMENT TO THE SELECTED BIDDER.....	27
8. REVENUE COLLECTION	278
Appendix 1: Schedule of Bidding Process.....	28
Appendix 2: Format for Covering Letter cum Project Undertaking	29
Appendix 3: Format of Price Proposal	32
Appendix 4: Format for Details of Bidder	34
Appendix 5: Format for Technical Capacity of the Bidder	36
Appendix 6: Format for Financial Capacity of the Bidder	38
Appendix 7: Format of Power of Attorney for Signing of Proposal.....	39
Appendix 8: Format for Bank Guarantee for Bid Security	41
Appendix 9: Format of Anti-Collusion Certificate	44

TENDERSCHEDULE



Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001

Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828

E-MAIL: jtdcltd@gmail.com

Visit us on www.jharkhandtourism.gov.in

Ref. No.

Ranchi/Dated : __/__/__

**DEVELOPMENT OF ADVENTURE ACTIVITIES AT DASSAM, JONHA, HUNDRU AND
PANCHGHAGH FALLS IN JHARKHAND ON PPP MODE.**

The Jharkhand Tourism Development Corporation Limited (JTDCL), Government of Jharkhand (GoJ) intends to select a reputed Agencies for **Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP Mode.**

Interested agencies may download the Document from __/__/__ onwards from the Department of Tourism website:- www.jharkhandtourism.gov.in and submit their Applications. The Application Due Date is on __/__/__ at 1500 hours.

A pre-application conference will be held on __/__/__ by 1500 Hours at Jharkhand Tourism Development Corporation Limited, 5, Mahatma Gandhi Marg, Ranchi, Jharkhand – 834001, Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828, E-MAIL: jtdcltd@gmail.com. All subsequent notifications, changes and amendments will be posted only on the website www.jharkhandtourism.gov.in

JTDCL reserves the right to cancel this invitation and / or invite fresh Applications with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason.

Disclaimer

The information contained in this Request for Qualification cum Request for Proposal (“RFQ cum RFP”) Document, or subsequently provided, whether verbally or in documentary or in any other form, by or on behalf of **Jharkhand Tourism Development Corporation Limited (“JTDCL”)**, or any of their employees or advisors, on the terms and conditions set out in this RFP Document and such other terms and conditions as JTDCL may prescribe in this behalf, has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a proposal.

This RFP Document is not an agreement and is not an offer or invitation by JTDCL, to any party. As mentioned above, the purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for JTDCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party, who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

JTDCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment for any loss, damage, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise including the accuracy, reliability or completeness of the RFP Document or any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way at this stage of the Bidding Process.

The designs, drawings, technical data and any other information if provided in this RFP Document is only indicative and JTDCL, their employees and advisors have not made, will not make and will not be deemed to have made any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP Document.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the **“Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode”**, in relation to which it is being issued.

The information and statements made in this RFP Document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability of any nature whatsoever, whether resulting from negligence or otherwise howsoever, caused arising from reliance of any Bidder upon the statements and information contained in this RFP Document is accordingly expressly disclaimed.

This RFP Document has not been filed or registered in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. Information provided in this RFP Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JTDCL, their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation of law expressed herein.

JTDCL, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Any change to the RFP Document will be notified to all those who have purchased the RFP Document and to those who have downloaded the RFP Document from the website and have duly intimated this fact to JTDCL, Jharkhand giving their particulars including address for communication by fax/post (Registered Bidder). No part of this RFP document and no part of any subsequent correspondence by JTDCL, their employees and advisors shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having JTDCL to enter into and approve such agreements. JTDCL reserves the right to reject all or any of the Proposal submitted in response to this RFP document at any stage without assigning any reasons whatsoever and the issue of this RFP document does not imply that JTDCL is bound to select a Bidder or to appoint a Developer.

All bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain solely with the Bidder. JTDCL, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or outcome of the Bidding Process. JTDCL may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against JTDCL, their employees and advisors.

1. Introduction

1.1 Background

- 1.1.1 Government of Jharkhand intends to undertake “Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand” (the “Project”) through Public Private Partnership (PPP) mode and has decided to carry out the bidding process for selection of the private entity (the “Developer”) to whom the Project may be awarded.
- 1.1.2 Jharkhand Tourism Development Corporation Limited, Jharkhand (JTDCL Ltd.) (“The **Authority**”) intends to undertake designing, planning, appoint and manage consultants, prepare tender documents for appointment of Developer through bid process, monitor and review the progress, undertake quality assurance and contract management to ensure smooth implementation of the Project.
- 1.1.3 The Developer selected through this RFP process shall develop the ‘‘Project’’ and operate and maintain the Project Facilities and transfer the Project to the Authority on expiry of 5 years from the date of execution of the Development Agreement. The Project comprises of the following facilities.

Sl.no	Project Site	Activities to be developed
1	Dassam Falls	low rope courses, zip lining
2	Hundru Falls	low rope courses
3	Jonha Falls	low rope courses, high rope courses
4	Panchghagh Falls	low rope courses

The details of the same are provided in PART III (Project Information Memorandum) of this RFP Document.

- 1.1.4 The project will be undertaken in the following two stages:
- **Construction:** The construction work of the Project shall be completed by the Developer within 3 months from the date of signing of the Development Agreement. The payments towards Construction would be made by the Authority to the Developer based on the pre-defined Construction Milestones during the Construction Stage as specified in this RFP.
 - **Operation and Maintenance:** During this stage the Developer shall be require to undertake maintenance of the Project Facilities in the manner set out in the Development Agreement. During this stage, the payment shall be made to the Authority by the Developer on Annual Basis.
- 1.1.5 The draft Development Agreement sets out the detailed terms and conditions, including the scope of the Developer’s services and obligations for the development of the Project(s) and the same is provided in Part II (Draft Development Agreement) of this RFP Document.

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two envelop bidding process (“Bidding Process”) for selection of Developer for the Project.

1.2.2 RFP Document follows a two stepped approach comprising:

- 1) Technical Qualification Phase: Shortlisting of technically Qualified Bidders based on eligibility criteria for opening of the Price Proposal at the Financial Proposal Phase.
- 2) Financial Proposal Phase: Evaluation of Price Proposals received from technically Qualified Bidders for selection of the preferred bidder to whom the project may be awarded.

1.2.3 As a part of the Bidding Process, the interested parties (the “Bidders”) are invited to submit their proposal containing Two (2) envelopes viz. (i) Technical Proposal, and (ii) Price Proposal.

1.2.4 Technical Proposal of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security, evaluate the technical capability, financial capability and other such compliances in accordance with the Evaluation Criteria set out in this RFP Document. At the end of the Technical Qualification Phase, the Authority intends to prepare and release a list of Qualified Bidders.

1.2.5 Price Proposal of only technically Qualified Bidders shall be opened. The Price Proposals of those bidders, who do not qualify as Qualified Bidders shall not be opened.

1.2.6 The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP Document (hereinafter referred to as the “Evaluation Criteria”) in order to identify the Developer for the Project. The Successful Bidder would then be required to enter into an agreement (hereinafter the “Development Agreement”) with the Authority.

1.2.7 The RFP Document includes the draft Development Agreement for the Project which is enclosed as Part II to this RFP Document and the Project Information Memorandum (PIM) which is enclosed as Part III to this RFP Document.

1.3 Schedule of Bidding Process

Schedule of Bidding Process is set out in Appendix 1 to this RFP Document

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 The Authority wishes to receive proposal (“**Proposal**”) from suitable entities in response to the RFP Document for the Project. The scope of work will broadly include **Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand** and its operation and maintenance during the tenure of the Development Agreement.
- 2.1.2 Terms used in this RFP Document, which have not been defined herein shall have the meaning ascribed thereto in the draft Development Agreement.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Development Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Development Agreement.
- 2.1.4 The documents including this RFP document and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 2.1.4 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Proposal, document or any information provided along therewith.
- 2.1.5 Any condition or qualification or any other stipulation contained in the Proposal not in conformity with this RFP document shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.1.6 This RFP Document is not transferable.
- 2.1.7 Any award of Rights shall be in terms of this RFP Document.

2.2 Eligibility of Bidders

- 2.2.1 The Bidders eligible for participating in them Request for Proposal process shall be a Business Entity.

Business Entity for the purpose of this RFQ shall mean either of the following:

- A Sole Proprietorship firm¹
- A registered partnership firm²
- A company incorporated under the Companies Act, 1956 or 2013, or any equivalent law abroad³.

2.2.2 The Bidder should submit a Power of Attorney as per the format at **Appendix 8**, authorizing the signatory of the Proposal to commit the Bidder.

2.3 Additional Requirements

2.3.1 Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project (BOT, Annuity or otherwise), and the bar subsists as on Proposal Due Date, would not be eligible to submit the Proposal.

2.3.2 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.

2.4 Number of Proposals and Costs thereof

2.4.1 No Bidder shall submit more than one Proposal for the Project.

2.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site Visit and Verification of Information

2.5.1 Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, 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.

2.6 Acknowledgement by Bidder

¹ Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years as proof of identity.

² Partnership firm should furnish registration certificate under the registrar of firms and the partnership deed executed between the partners as proof of identity

³ Company should furnish memorandum and Article of Association and a certificate of incorporation as proof of identity.

- 2.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- a) made a complete and careful examination of the RFP Document;
 - b) received all relevant information requested from the Authority;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
 - d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the RFP Document and performance of all its obligations there under;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority/or a ground for termination of the Development Agreement by the Developer;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to Accept or Reject any or all Proposals

- 2.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.7.2 Notwithstanding anything contained in this RFP Document, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.
- 2.7.3 The Authority reserves the right to reject any Proposal if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, than the Authority reserves the right to

(i) invite the remaining Bidders to submit their Price Proposals in accordance with Clause 3.4.4 and Clause 3.4.5; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the Rights thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Developer, as the case may be, without Authority, being liable in any manner whatsoever to the Successful Bidder or Developer. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority, under the RFP Document and/ or the Development Agreement, or otherwise.

2.7.5 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.8 Disqualification

2.8.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to Authority, hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i) The Bidder and any other Bidder have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding is less than 5% (five percent) of subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any bank, insurance company, pension fund or a public financial institution Referred to in the Companies Act 2013. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the

“Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- iii) Such Bidder receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder; or
- v) Such Bidder has a relationship with another Bidder directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Proposal of either or each other; or

2.8.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of JTDCL in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Development Agreement. In the event any such adviser is engaged by the Successful Bidder or Developer, as the case may be, after issue of the LOA or execution of the Development Agreement for matters related or incidental to the Project, notwithstanding anything to the contrary contained herein or in the LOA or the Development Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Authority, may have there under or otherwise, the LOA or the Development Agreement, as the case may be, shall be liable to be terminated without Authority, being liable in any manner whatsoever to the Successful Bidder or Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP Document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.9 Bid Security

- 2.9.1 The Bidder shall deposit, along with its Proposal, a bid security (the “**Bid Security**”) for an amount of Rs. 50,000/- (Rupees Fifty Thousand only) in accordance with the provisions of this RFP Document. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, as per format at **Appendix 11**, in favour of The Managing Director, Jharkhand Tourism Development Corporation Limited, Jharkhand (JTDCL) payable at Ranchi. The Authority shall not be liable to pay any interest on the Bid Security.
- 2.9.2 The Proposal shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 30 (thirty) days from the issuance of Letter of Award to the Successful Bidder except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Development Agreement.

- 2.9.3 The Bidder shall furnish as part of its Proposal, a Bid Security referred to in Clauses 2.9.1 and 2.9.2 hereinabove in the form of a Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 10 Crore (Rupees Ten Crore), in favour of JTDCL and having a validity period of not less than 180 (One Eighty Days) days from the Proposal Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.9.4 Any Proposal not accompanied by the Bid Security shall be summarily rejected by JTDCL as non-responsive.
- 2.9.6 Save and except as provided in this RFP document, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, within 30 (Thirty) days of issuance of Letter of Award to the Successful Bidder or when the Bidding process is cancelled by the Authority.
- 2.9.7 The Successful Bidder's Bid Security will be returned, without any interest, upon the Developer signing the Development Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.9.8 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.9.9 herein below. The Bidder, by submitting its Bid pursuant to this RFP Document, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFP Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.9.9 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the RFP Document and/ or under the Development Agreement, or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP Document;
 - b) If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP Document and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c) In the case of Successful Bidder, if it fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA
 - ii. to sign the Development Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Development Agreement; or

- d) In case the Successful Bidder, having signed the Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

B. DOCUMENTS

2.10 Content of the RFP Document

2.10.1 This RFP Document comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

Part I	Instructions to Bidders
Part II	Draft Development Agreement
Part III	Project Information Memorandum

2.11 Clarifications

2.11.1 Bidders requiring any clarification on the RFP Document may notify the Authority in writing on the below mentioned address or by fax and e-mail in accordance with this Clause 2.11.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP Document without identifying the source of queries. Any queries or request for additional information concerning this RFP Document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.17.5 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode"

2.11.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.11.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP document. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.12 Amendment of RFP Document

- 2.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.12.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP Document and Registered Bidders.
- 2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13 Language

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate authenticated and certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.14 Currency

- 2.14.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, of the preceding financial year. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. The Authority, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

2.15 Validity of Proposal

- 2.15.1 The Proposals shall be valid for a period of not less than 180 (One Hundred Eighty) days from the Proposal Due Date (“Proposal Validity”). The validity of Proposal may be extended by mutual consent of the respective Bidders and the Authority.

2.16 Format and Signing of Proposal

- 2.16.1 The Proposal shall provide all the information sought under this RFP Document. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 2.16.2 The Proposal and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be

initialed by the person(s) signing the Proposal. The Proposal shall contain page numbers and shall be bound together in hard cover.

2.17 Sealing and Marking of Proposals

2.17.1 The Bidder shall submit the Financial Proposal in the format specified in **Appendix 3**, and seal it in an envelope and mark the Envelope as “**Financial Proposal**”.

2.17.2 The document accompanying the Financial Proposal shall be placed in the separate envelope and marked as “**Technical Proposal**”. The Technical Proposal shall include the following documents.

i)	Covering Letter cum Project undertaking in the prescribed format (Appendix 2);
ii)	Details of Bidder as set out in Appendix 4
iii)	Completed format of Technical Capacity of the Bidder as in Appendix 5
iv)	Completed format of Financial Capacity of the Bidder as in Appendix 6
v)	Power of Attorney for signing the Proposal as per the format at Appendix 7
vi)	Bid Security in the form of a Bank Guarantee as per Appendix 8
vii)	Copy of Sales/VAT/Service tax or IT returns in case of proprietorship firm, registration certificate and a partnership deed in case of Partnership firm, Memorandum and Articles of Association and Certificate of Incorporation, if the Bidder is a body corporate;
viii)	Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years;
ix)	A copy of the Development Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (vi) hereinabove.
x)	Attested copy of the receipt of the payment in the form of Demand Draft (DD) towards the cost of RFP Document for an amount Rs. 5,000/- (plus service tax and Swachh Bharat Cess) in favour of Managing Director, Jharkhand Tourism Development Corporation Limited Payable at Ranchi.
xi)	Anti-Collusion Certificate as per Appendix 9 .

2.17.3 A true copy of the Technical Proposal specified in Clause 2.17.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder. This copy of the Technical Proposal shall be placed in a separate envelope and marked “**Copy of Technical Proposal**”.

2.17.4 The three envelopes specified in Clauses 2.17.1, 2.17.2 and 2.17.3 shall be placed in an outer envelope, which shall be sealed. Each envelope shall clearly bear the following identification:

**“Development of Adventure Activities at Dassam, Jonha, Hundru and
Panchghagh Falls in Jharkhand on PPP mode”**

and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand corner of each of the envelopes.

2.17.5 Each of the envelopes shall be addressed to:

The Managing Director

Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001
Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
E-MAIL: jtdcltd@gmail.com
Visit us on www.jharkhandtourism.gov.in

2.17.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by the Bidder.

2.17.7 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.18 Proposal Due Date

2.18.1 Proposals should be submitted before 15:00 hours IST on the Proposal Due Date, at the address provided in Clause 2.17.5 in the manner and form as detailed in this RFP Document. A receipt thereof should be obtained from the authorized representative of the Authority from the address specified in Clause 2.17.5. For the purposes of this RFP Document the “**Proposal Due Date**” shall mean the date for submission of the Proposal as setout in the Schedule of Bidding Process contained in **Appendix 1**.

2.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Bidders.

2.19 Late Proposals

2.19.2 Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.20 Modifications/ Substitution/ Withdrawal of Proposals

2.20.1 The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

2.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.20.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JTDCL in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.22 Consultant(s) or Advisor(s)

- 2.22.1 To assist in the examination, evaluation, and comparison of Proposals, the Authority may utilize the services of consultant(s) or advisor(s).
- 2.22.2 No entity including the Bidders can hold and the Authority shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 2.22.1. The final determination as regards the Proposal shall vest with JTDCL.

2.23 Correspondence with the Bidder

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

D. EVALUATION PROCESS

2.24 Opening and Evaluation of Proposals

- 2.24.1 The Authority shall open the Part I of the Proposal at hours IST or thereafter on the Proposal Due Date, at the place specified in Clause 2.17.5 and in the presence of the Bidders who choose to attend.
- 2.24.2 Bidders for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.24.3 The Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out in Section 3.
- 2.24.4 Bidders are advised that qualification of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.24.5 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against

the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

- 2.24.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposals without assigning any reasons.
- 2.24.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of evaluation.
- 2.24.8 In the event that a Bidder claims credit for a Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Proposal in accordance with the provisions of Clauses 2.7.

2.25 Tests of Responsiveness

2.25.1 Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of the RFP Document. The Proposal shall be considered responsive only if:

- a) it is received as per format at **Appendix 2**.
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
- c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.16 and 2.17;
- d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
- e) it contains all the information (complete in all respects) as requested in this RFP Document (in formats as those specified);
- f) it contains certificates from its statutory auditors in the formats specified at **Appendix 6** of the RFP Document;
- g) it contains copy of the receipt for payment made towards the cost of the RFP Document;
- h) it is accompanied by the Bid Security as specified in Clause 2.9;
- i) it does not contain any condition or qualification; and
- l) it is not non-responsive in terms hereof.

2.25.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.

2.26 Clarifications

- 2.26.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.26.2 If a Bidder does not provide clarifications sought under Clause 2.26.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3. CRITERIA & METHODOLOGY FOR QUALIFICATION & EVALUATION

3.1 Evaluation Parameters

3.1.1 Only those Bidders who meet all the eligibility criteria under the Technical Qualification Phase specified in Clauses 3.2 (A) and (B) below shall be declared as Qualified Bidders to qualify for further evaluation i.e. opening of Price Proposal for the Project. On each of the parameters set out in Clause 3.2, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Proposals of firms/ Entities who do not meet even one of these criteria shall be rejected.

3.1.2 **Technical Qualification Phase:** The Bidder's competence and capability is proposed to be established by the following parameters ("**Eligibility Criteria**") under the Technical Qualification Phase:

- a) Technical Capacity;
- b) Financial Capacity;

3.2 Criteria and Evaluation of Technical Capacity

The bidder shall fulfill the following;

(A) Technical Capacity:

The bidders shall have;

- i. Successfully executed at least 3 (three) eligible Adventure Sports of which at-least 1 (one) should be of minimum Rs. 20 Lacs value each or more.

Eligible Assignments:

For the purpose of determining and satisfying conditions of Eligibility and for evaluating the Proposals under this RFP, the Assignments in respect of Adventure Sports Projects, the following projects shall be deemed as eligible assignments (the "Eligible Assignments").

Hospitality & Tourism Industry projects from Government / State Government / Semi-Government / PSUs / Departments / Chambers of Industry Associations / Tourism Boards / Companies

- ii. The Bidder shall have professional experience of minimum 3 years in the field of adventure sports business. Sub-contracted or sublet job on their name will not be considered towards eligibility. The Company which has the work order shall only be considered for this purpose.

(B) Financial Capacity:

The Bidder shall have received a Cumulative Turnover of Rs. 50 Lakhs (Rupees Fifty Lakhs) during the last Three financial years(the “**Financial Capacity**”)

Note: - Financial capacity shall be supported by audited financial statement (Balance sheet and Profit & Loss Account) by the Statutory Auditor.

3.3 Evaluation Process

- i) The Authority reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 2.25. As part of Technical Qualification Phase, the Technical Proposal as submitted by the Bidders shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFP Document
- ii) Based on evaluation of Technical Proposals, the Authority would shortlisted the Bidders who meet the Eligibility Criteria set out in Clause 3.2 of this RFP Document (“**Qualified Bidders**”).
- iii) The Authority shall intimate a date for opening of Price Proposals to all the shortlisted Qualified Bidders and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory.

3.4 Evaluation of Price Proposals

- 3.4.1 In Financial Proposal Phase, the Price Proposals of all the Bidders found to be responsive in terms of Clause 2.25.1 and meet the Eligibility Criteria as set out in Clause 3.2 shall be opened in the presence of the Bidders’ representatives who choose to attend. The Bidders’ representatives, who are present, shall be required to sign and record their attendance.
- 3.4.2 Subject to the provisions of Clause 2.7, whose Proposal is adjudged as responsive in terms of Clause 2.25, meet the Eligibility Criteria as set out in Clause 3.2 and who offers the highest **Annual Fee** (the “**Annual Fee**”) to the Authority shall be declared as the preferred bidder (the “**Preferred Bidder**”) for the Project. The Financial Bid shall consist of the Price Proposal to be offered by the Bidder to the Authority. The bidder shall offer Annual Fee to the Authority which will not be less than Rs. 4,00,000 as per the terms and conditions of this RFP and the provisions of the Development Agreement. Any Financial Proposal, lower than the minimum Annual Fee of Rs. 4,00,000/- will be rejected by the Authority. The Annual fee shall be paid on Annual Basis from the Date of commencement of commercial operations of the Project

till the end of Development Agreement Period in the manner set out in the Draft Development Agreement.

3.4.3 In the event that two or more Bidders, offers the same amount of Annual Fee, JTDCL may:

(a) invite fresh Proposals from the two or more Bidders who have quoted the same Annual Fee;

OR

(b) take any such measure as it may be deemed fit in its sole discretion, including annulment of the Bidding Process.

3.4.4 In the event that the **Highest Bidder** withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”) JTDCL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Price Proposal of the aforesaid **Highest Bidder** (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the **Highest Bidder**, it shall be declared the Preferred Bidder. If two or more Bidders match the said **Highest Bidder** in the second round of bidding, than the Bidder whose price was **Highest** as compared to other Bidder(s) in the first round of bidding shall be the Preferred Bidder. For example if the third and fifth **Highest Bidders** in the first round of bidding offer to match the said **Highest Bidder** in the second round of bidding, the said third **Highest Bidder** shall be Preferred Bidder.

3.4.5 In the event no Bidder offers to match the **Highest Bidder** in the second round of bidding as specified in the above clause, the Authority may in its discretion, invite fresh Price Proposals (the “**third round of bidding**”) from all Bidders except the **Highest Bidder** of the first round of bidding or annul the Bidding Process as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Price Proposals, they shall be eligible for submission of fresh Price Proposals provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than price proposal of the second **Highest Bidder** in the first round of bidding.

3.4.6 Upon acceptance of the Proposal of the Preferred Bidder, the Authority shall declare the Preferred Bidder as the “**Successful Bidder**”.

3.5 Notification

3.5.1 The Authority will notify the Successful Bidder by facsimile and/or by a Letter of Acceptance as set out in draft Development Agreement that its Proposal has been accepted.

3.6 Acknowledgement of Letter of Acceptance and Execution of Development Agreement

3.6.1 After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.6.2 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Developer to execute the Development Agreement within the period prescribed in Clause 1.3. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Development Agreement.
- 3.6.3 JTDCL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Development Agreement with the Successful Bidder.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Development Agreement, the Authority may reject the Proposal, withdraw the LOA, or terminate the Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP Document and/ or the Development Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Development Agreement, or otherwise if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFQ/RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.8.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in

respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Note: for avoidance of doubt, the person shall be the business entity providing such legal, financial or technical advice and not specific employees but shall include individuals if such services are provided by an individual of sole proprietorship firm.

5. PRE-PROPOSAL MEETING

- 5.1 A Pre-Proposal meeting of the interested parties shall be convened at the designated date, time in the office of Jharkhand Tourism Development Corporation Limited, Government of Jharkhand, 5, Mahatma Gandhi Marg, Ranchi, Jharkhand – 834001. Only those persons who have purchased the RFP Document / Registered Bidders shall be allowed to participate in the Pre-Proposal meeting. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Proposal meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. the Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 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. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP Document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The RFP Document is to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP Document.

7. PAYMENT TO THE SELECTED BIDDER

7.1 The Authority shall pay the selected bidder an amount of Rs. 83,56,000 (Rupees Eighty Three Lakhs and Fifty Six Thousand) as the cost payment towards Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls as per the payment milestones provided below. Payments to the selected developer shall be released upon submission of sufficient proof as per the milestones achieved.

7.2 Payments towards construction:

Payment Milestones		
SL No.	Description	Percentage of Payment to be released
1	Mobilization Advance against Bank Guarantee	30%
2	Procurement	60%
3	Installation, Testing & Commissioning	10%
	Total	100%

Note: Authority shall pay the selected bidder only the initial Development Cost, further from the commencement of COD till the end of the Agreement period the selected bidder/ developer shall provide at its cost all equipment, consumables and materials, necessary for undertaking the operation and maintenance of the Project Facilities. Maintenance shall include regular, routine, periodic and preventive maintenance and the replacement of equipment/consumables etc. and upkeep of the Project Facility in good order and working condition.

8. REVENUE COLLECTION

8.1 On and from the COD till the handover, the Selected Bidder/ Developer shall have the right to fix, demand, collect, appropriate and revise ticket prices. Revenue generation from the Project Facilities shall be the sole responsibility of the Selected Bidder

8.2 The selected bidder shall pay the Authority Annual Fee for the usage of Project Facilities during the contract period.

Appendix 1: Schedule of Bidding Process

Description	Estimated Date
1. Sale of RFP Documents	[To be specified]
2. Last date for receiving queries	[To be specified]
3. Pre-Bid meeting	[To be specified]
4. Authority response to queries latest by	[To be specified]
5. Proposal Due Date	[To be specified]
6. Opening of Proposals	On Proposal Due Date
7. Opening of Financial Proposal	To be intimated to Qualified Bidders
8. Letter of Award (LOA)	Within 30 days of Proposal Due Date
9. Validity of Proposals	180 days of Proposal Due Date
10. Signing of Development Agreement	Within 30 days of award of LOA

Appendix 2: Format for Covering Letter cum Project Undertaking

(Refer Clause 2.17.2)

Dated:

To,
The Managing Director
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg,
Ranchi, Jharkhand - 834001

Sub: Proposal for **“Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode”**.

Dear Sir,

With reference to your RFP Document dated _____,

1. I/We, having examined the RFP Document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/We acknowledge that JTDCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to JTDCL any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of JTDCL to reject our Proposal without assigning any reason.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been blacklisted and / or expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- a) I/We have examined and have no reservations to the RFP Document, including any Addendum issued by JTDCL; and
 - b) I/We do not have any conflict of interest in accordance with Clauses 2.8.1 and 2.8.2 of the RFP Document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with JTDCL or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Price Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.24.6 of the RFP Document.
9. I/ We believe that we satisfy(s) and meet(s)the requirements as specified in the RFP Document.
- 10.I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11.I/ We further certify that in regard 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 a Court of Law.
- 12.I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
- 13.I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate JTDCL of the same immediately.
- 14.In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Development Agreement in accordance with the draft that has been provided to me/ us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 15.I/ We have studied the RFP Document carefully and also surveyed the project site and traffic. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or

information provided to us by JTDCL or in respect of any matter arising out of or relating to the Bidding Process.

16.I/ We offer a Bid Security of Rs. _____/- (Rupees _____ only) to JTDCL in accordance with the RFP Document.

17.The Bid Security in the form of a Bank Guarantee is attached.

18.I/ We agree and understand that the Proposal is subject to the provisions of the RFP Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened or rejected.

19.I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

20.I/ We shall keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP Document.

In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date

(Signature, name and designation of the Authorised signatory)

Name and seal of the Bidder

Place:

Appendix 3: Format of Price Proposal

(Refer Clause 2.17.1)

Date:

To

The Managing Director
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg,
Ranchi, Jharkhand - 834001

Sub: Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode.

We are pleased to submit our Price Proposal for the **Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode**. We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Proposal (RFP) Document, including the draft Development Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP Document.

We hereby offer an Annual Fee of Rs. _____ (Rupees _____ only) to the Authority for the aforesaid Project, as per the terms of Development Agreement.

The aforesaid Annual Fee have been quoted by us after taking into consideration all the terms and conditions stated in the RFP document including draft Development Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- The Financial Proposal is inclusive of all out pocket expenses to be incurred by the Developer towards travel, documentation and communication.
- The Financial Proposal is exclusive of all taxes including service tax, all royalties, rates, charges, license fee, any other applicable tax and duties.
- In case of difference in amount quoted in figures and words, the higher value would be considered for evaluation.
- Any Financial Proposal, lower than the minimum Annual Fee of Rs. 4,00,000/- will be rejected by the Authority.
- The Annual Fee shall be paid to the Authority on Annual Basis from the Date of commencement of commercial operations of the Project till the end of Development Agreement Period in the manner set out in the Development Agreement.

Appendix 4: Format for Details of Bidder

Details of Bidder

(Refer Clause 2.17.2)

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 Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for Authority:
 - 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:

5. Name of Bidder

Sr.No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it from participating in any project (DBFOT or otherwise)?		
2.	If the answer to Sr. No. 1 is yes, does the bar subsist as on the date of Proposal?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

Appendix 5: Format for Technical Capacity of the Bidder

(Refer to Clauses 3.2 (A) of this RFP Document)

(1) Bidder shall provide Technical Capacity with respect to Clause 3.2(A)(i) as follows;

Item	Particulars of the Project
Title & nature of the project	
Project Cost	(3)
Entity for which the project was developed	
Date of commencement of project/contract	
Date of completion/commissioning	

Instructions:

1. Bidders are expected to provide information in respect of each Project in this for which the experience is claimed under Clause 3.2 (A) (i). The projects cited must comply with the eligibility criteria specified in Clause 3.2 (A)(i) of this RFP Document. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Project.
3. Provide the estimated capital cost of Project. Refer to Clauses 3.2 (A)(i)
4. Certificate from the Bidder's statutory auditors or its respective clients must be furnished as per formats below for each Project.

(1) In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member may provide the requisite certification.

Certificate from the Statutory Auditor/Client on the experience of executing similar project

Based on its Books of accounts and other published information authenticated by it, this is to certify that M/s _____ (Name of the Bidder) has executed _____ (name of the project) for _____ (name of the entity for which the project was developed). We further certify that the

project involved adventure sports activities and the project was commissioned on _____ and was completed on _____.

It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for the purpose of evaluation.

(2) Bidder shall submit a declaration on its letter head to demonstrate Technical Capacity with respect to Clause 3.2(A)(ii) in the manner provided below;

DECLARATION

We _____ (Name of the Bidder) do hereby declare that we have developed originally in India and have executed _____ (name of the project) for _____ (name of the government agency for which the work was undertaken). The project was commissioned on _____ and was completed on _____.

Note: The Bidder shall provide suitable work order/Letter of award from the client for the above project.

(3) Bidder shall submit a Client certificate to demonstrate Technical Capacity with respect to Clause 3.2(A)(iii) which shall inter-alia include the activities undertaken by the Bidder as part of the project and the period during which the project was executed.

Appendix 6: Format for Financial Capacity of the Bidder

Applicant	Turnover			Average Annual Turnover
	Year 1	Year 2	Year 3	

Name & address of Applicant's Bankers:

The Bidder should provide details of its own Financial Capability specified in Clause 3.2 (B).

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding year 1 and so on.
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.
4. The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder.

Appendix 7: Format of Power of Attorney for Signing of Proposal

Power of Attorney for Signing of Proposal

(Refer Clause 2.2.4)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **Proposal for the “Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode”** proposed or being developed by Jharkhand Tourism Development Corporation Limited, Jharkhand(the “JTDCL”) including but not limited to signing and submission of all proposals , price proposal and other documents and writings, participate in Pre-Proposal and other conferences and providing information/ responses to JTDCL, representing us in all matters before JTDCL, signing and execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our proposal, and generally dealing with JTDCL in all matters in connection with or relating to or arising out of our proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the Development Agreement with _____ **in Jharkhand.**

AND, we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
.....,20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted/Notarised

.....

(Signature)

(Name, Designation and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix 8: Format for Bank Guarantee for Bid Security

(Refer Clauses 2.9)

B.G. No. Dated:

1. In consideration of you, **Jharkhand Tourism Development Corporation Limited, Jharkhand ("JTDCL")** and having its office at **5, Mahatma Gandhi Marg, Ranchi, Jharkhand – 834001**, (hereinafter referred to as the "JTDCL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a company registered under the Companies Act, 1956/2013) and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "**Development of Adventure Activities at Dassam, Jonha, Hundru and Panchghagh Falls in Jharkhand on PPP mode**". (hereinafter referred to as "**the Project**") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Development agreement (hereinafter collectively referred to as "RFP Document"), we(Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.9.1 read with Clause 2.9.2 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to JTDCL an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by JTDCL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of JTDCL is disputed by the Bidder or not, merely on the first demand from JTDCL stating that the amount claimed is due to JTDCL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However,

our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred and Eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between JTDCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that JTDCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said RFP Document, and the decision of JTDCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between JTDCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, JTDCL shall be entitled to treat the Bank as the principal debtor. JTDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposal or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to JTDCL, and the Bank shall not be released from its liability under these presents by any exercise by JTDCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of JTDCL or any indulgence by JTDCL to the said Bidder or by any change in the constitution of JTDCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for JTDCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which JTDCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of JTDCL in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if JTDCL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Proposal Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix 9: Format of Anti-Collusion Certificate

Anti-Collusion Certificate

(on the Letter Head of Bidder)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20.....

..... Name of the Bidder

..... Signature of the Authorized Person

..... Name of the Authorized Person