

# झारखंड टूरिज्म डेवलपमेंट कॉर्पोरेशन लिमिटेड

6वीं तल, जुपमी भवन, धुर्वा, राँची-834004

(ISO 9001: 2015 Certified)

Website-<http://www.tourism.jharkhand.gov.in>

पंजीकरण सं० - 63040JH2002PTC126

दूरभाष सं० - 0651-2331828

पत्रांक : 648/2025  
दिनांक 18/07/25

## Corrigendum I

**Request for Proposal for Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar, Neterhat, Jharkhand**

Reference: RFP No. 583 / JTDCL dated 01.07.2025

Sl. No.	Clause No.	Clause as per RFP	Revised Clause
1.	RFP clause 1.1.5. (4)	Bid Processing Fee: INR 10,000/- plus applicable Goods and Service Tax (GST) (Indian Rupees One Lacs only plus applicable GST (presently 18%))	Bid Processing Fee: INR 10,000/- plus applicable Goods and Service Tax (GST) (Indian Rupees <b>Ten Thousand</b> only plus applicable GST (presently 18%))
2.	RFP clause 1.2.2	The Bidder shall pay to the Authority a non-refundable amount equivalent to INR 10,000 plus applicable Goods and Service Tax (GST) (Indian Rupees Twenty-Five Thousand plus applicable GST (presently 18%)) by way of a demand draft/pay order in favor of Jharkhand Tourism Development Corporation Limited (JTDCL) drawn on a Scheduled Commercial Bank, and payable at Ranchi towards the cost of the Bid Process. (the "Bid Processing Fee").	The Bidder shall pay to the Authority a non-refundable amount equivalent to INR 10,000 plus applicable Goods and Service Tax (GST) (Indian Rupees <b>Ten Thousand</b> plus applicable GST (presently 18%)) by way of a demand draft/pay order in favor of Jharkhand Tourism Development Corporation Limited (JTDCL) drawn on a Scheduled Commercial Bank, and payable at Ranchi towards the cost of the Bid Process. (the " <b>Bid Processing Fee</b> ").
3.	RFP clause 2.2.2 (A)	The Bidder should have a minimum Annual Turnover of Rs 10.00 crores (Rs Ten Crores) during each of the last three Financial Years preceding Bid Due Date (the " <b>Financial</b>	The Bidder should have a minimum Annual Turnover of Rs 10.00 crores (Rs Ten Crores) during each of the last three Financial Years preceding Bid Due Date (the " <b>Financial</b>

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		Capacity"). The audited copy of the financial statements for the year 2021-22, 2022-23 & 2023-24.	Capacity"). The audited copy of the financial statements for the <b>Financial Years 2022-23, 2023-24 &amp; 2024-25.</b> <b><u>In case, the audited financial statements are not finalized for the Financial Year 2024-25, the bidder can submit the financial statements for the Financial Years 2021-22, 2022-23 &amp; 2023-24.</u></b>
4.	RFP Clause 3.3.1	The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.	The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made. <b><u>In case, the audited financial statements are not finalized for the Financial Year 2024-25, the bidder can submit the financial statements for the Financial Years 2021-22, 2022-23 &amp; 2023-24.</u></b>
5.	RFP clause 3.5.1	Subject to the provisions of Clause 2.17, the Bidder whose Bid is adjudged as responsive in terms of and Clause 3.1 to Clause 3.4 and who quotes the highest Annual Authorization Fee to the Authority shall ordinarily be declared as the selected Bidder (the "Selected Bidder").	Subject to the provisions of Clause 2.17, the Bidder whose Bid is adjudged as responsive in terms of and Clause 3.1 to Clause 3.4 and who quotes the <b>Lowest</b> Annual Authorization Fee from the Authority shall ordinarily be declared as the selected Bidder (the "Selected Bidder").
6.	RFP Clause 2.5.2 (g)	(g) acknowledge that the existing facilities of the Project would be handed over on as-is-where-is-basis by the Authority and the Bidder shall not have no claim whatsoever on the Authority in this regard; and	(g) acknowledge that the existing facilities of the Project would be handed over on as-is-where-is-basis by the Authority, <b><u>subject to the provisions of the Clause 4.1.3 of the Volume II: Draft Authorization Agreement</u></b> and the Bidder shall not have no claim whatsoever on the Authority in this regard; and
7.	RFP Appendix I Annexure X, Article 10, Sr no. 1	This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.	This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. <b><u>Ranchi.</u></b>
8.	RFP Appendix I Annexure III, Table	Star Category (3/4/5 star)	Star Category (3/4/5 star/ <b>Guest House</b> )

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9.	Draft Authorization Agreement Clause 4.4.1	<p>In the event that: (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in that Clause ; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Operator shall pay Damages to the Authority of an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment or waiver of such Conditions Precedent, up to the maximum amount equal to the Bid Security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Clause 9.1, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause <b>Error! Reference source not found.</b>, no Damages shall be due and payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause <b>Error! Reference source not found.</b></p>	<p>In the event that: (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in that Clause ; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Operator shall pay Damages to the Authority of an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment or waiver of such Conditions Precedent, up to the maximum amount equal to the Bid Security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Clause 9.1, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause <u>4.1.2</u>, no Damages shall be due and payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in <u>Clause 4.1.2</u>.</p>
10.	Draft Authorization Agreement Clause 9.4.1	<p>Upon occurrence of an Operator Default or failure to meet any Condition Precedent or failure to make any payment which becomes due and payable to the Authority under and in accordance with this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as Damages for such Operator Default or failure to meet any Condition Precedent or failure to pay such amounts which are due and payable by the Operator to the Authority under and in accordance with the provisions of this Agreement. Upon such encashment and appropriation of the Performance Security, the Operator</p>	<p>Upon occurrence of an Operator Default or failure to meet any Condition Precedent or failure to make any payment which becomes due and payable to the Authority under and in accordance with this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as Damages for such Operator Default or failure to meet any Condition Precedent or failure to pay such amounts which are due and payable by the Operator to the Authority under and in accordance with the provisions of this Agreement. Upon such encashment and appropriation of the Performance</p>



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		<p>shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 18 <b>Error! Reference source not found.</b> Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Operator shall be entitled to an additional Cure Period of 60 (Sixty) days for remedying the Operator Default or for satisfying any Condition Precedent, and in the event of the Operator not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in in accordance with <b>Error! Reference source not found.</b></p>	<p>Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with <b>Article 18.</b> Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Operator shall be entitled to an additional Cure Period of 60 (Sixty) days for remedying the Operator Default or for satisfying any Condition Precedent, and in the event of the Operator not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in in accordance with <b>Error! Reference source not found.</b></p>
11.	Draft Authorization Agreement Clause 12.4.2	<p>In the event the Operator, upon notice under Article <b>Error! Reference source not found.</b>, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&amp;M Expenses, and the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Article 12 along with the Damages specified therein.</p>	<p>In the event the Operator, upon notice under <b>Article 10,</b> fails to rectify or remove any hardship or danger within a reasonable period, the Authority may take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&amp;M Expenses, and the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Article 12 along with the Damages specified therein.</p>



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12.	Draft Authorization Agreement Clause 12.6.1	In the event the Operator does not maintain, repair and/or rectify any defects and deficiencies in the Project Facility or any part thereof in conformity with the Maintenance Requirements and fails to commence remedial works within [15 (fifteen)] days of receipt of the O&M Inspection Report or notice in this behalf from the Authority, the Authority, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from Operator. In addition to recovery of the aforesaid cost, a sum equal to [20% (twenty per cent)] of such cost shall be paid by the Operator to the Authority as Damages. For avoidance of doubt, the rights of the Authority under this Clause <b>Error! Reference source not found.</b> shall be without prejudice to its rights and remedies under Clause <b>Error! Reference source not found.</b>	In the event the Operator does not maintain, repair and/or rectify any defects and deficiencies in the Project Facility or any part thereof in conformity with the Maintenance Requirements and fails to commence remedial works within [15 (fifteen)] days of receipt of the O&M Inspection Report or notice in this behalf from the Authority, the Authority, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from Operator. In addition to recovery of the aforesaid cost, a sum equal to [20% (twenty per cent)] of such cost shall be paid by the Operator to the Authority as Damages. For avoidance of doubt, the rights of the Authority under this Clause <b>17.8</b> shall be without prejudice to its rights and remedies under Clause <b>17.3.</b>
13.	Draft Authorization Agreement Clause 26.1	"Approved Operation Plan" shall have the meaning set forth in Clause <b>Error! Reference source not found.</b>	"Approved Operation Plan" shall have the meaning set forth in Clause <b>12.1.1.</b>
14.	Draft Authorization Agreement Clause 26.1	"Operator/ Authorizee Event of Default" shall have the meaning set forth in Clause 18.2 <b>Error! Reference source not found</b>	"Operator/ Authorizee Event of Default" shall have the meaning set forth in <b>Clause 18.2.</b>
15.	Draft Authorization Agreement Clause 26.1	"Insurance Coverage" shall mean the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 20, and includes all insurances required to be taken out by the Operator under Clause <b>Error! Reference source not found.</b> but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;	"Insurance Coverage" shall mean the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 20, and includes all insurances required to be taken out by the Operator under <b>Clause 2.1.</b> but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;



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## Addendum 1

1. Revenue Adjustments in case of Minimum Guarantee Revenue of INR 1.41 crore to the Authority for the First year of Operations.

Case 1: Surplus Revenue				
	Annual Revenue (in Lacs)	Bidders Quote	Revenue to Operator (from JTDCL)	Revenue to JTDC
Revenue from Core Activity	180	30%	54	126
Revenue from Associated Activity	100	80%	80	20
Total Revenue	280	-	134	146
Payment by Operator to compensate Revenue deficit of JTDCL (Minimum Guarantee Revenue) of 310 lacs	-	-	-	-
Total Revenue earned by Respective Party after Payment	280	-	134	146
Case 2: Deficit Revenue				
	Annual Revenue (in Lacs)	Bidders Quote	Revenue to Operator (from JTDCL)	Revenue to JTDC
Revenue from Core Activity	160	30%	48	112
Revenue from Associated Activity	80	80%	64	16
Total Revenue	240	-	112	128
Payment by Operator to compensate Revenue deficit of JTDCL (Minimum Guarantee Revenue of 141 lacs)	-	-	-13	13
Total Revenue earned by Respective Party after Payment	240	-	99	141