

**RFP No. 818/JTDCL dated 22.08.2025**

**2<sup>nd</sup> Call**

## **Request For Proposal**

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

**VOLUME I - INSTRUCTION TO BIDDERS**



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## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Jharkhand Tourism Development Corporation Limited (the Authority/ JTDCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP has not been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any Applicable Law (as defined hereinafter) is expressly prohibited. Bidders shall inform themselves of any applicable legal requirements in respect of this RFP and shall observe the same.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFP. This RFP includes statements for selection of a Selected Bidder (as defined hereinafter) for the Project (as defined hereinafter) and for no other purposes. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP

and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority, its employees or advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select the Bidder or to appoint the Selected Bidder or Authorizee /Operator , as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

### Part I – Definition

Associate	As defined to in Clause 2.1.11
Authority	As defined to in Clause 1.1.1
Bank Guarantee	As defined to in Clause 2.21
Bid	As defined to in Clause 1.2.1
Bid Due Date	As defined to in Clause 1.1.10
Bid Security	As defined to in Clause 1.2.7
Bidder	As defined to in Clause 1.2.1
Bidding Documents	As defined to in Clause 1.1.10
Bidding Process	As defined to in Clause 1.2.1
Authorization	As defined to in Clause 1.1.9
Authorization Agreement	As defined to in Clause 1.1.9
Authorizee /Operator	As defined to in Clause 1.1.5
Conflict of Interest	As defined to in Clause 2.1.11
Damages	As defined to in Clause 2.1.10
Estimated Project Cost	As defined to in Clause 1.1.4
Financial Capacity	As defined to in Clause 2.2.2 (A)
Financial Bid	As defined to in Clause 1.2.1
Financial Quote	As defined to in Clause 1.2.11
Government	Government of India
GoJ	Government of Jharkhand
Highest Bidder	As defined to in Clause 1.2.12
JTDCL	Jharkhand Tourism Development Corporation
LOA	As defined to in Clause 3.5.5
PPP	Public Private Partnership
Project	As defined to in Clause 1.1.4
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined to in the Disclaimer
Selected Bidder	As defined to in Clause 3.5.1
Subject Person	As defined to in Clause 2.1.11
Technical Bid	As defined in Clause 1.2.1
Tie Bidders	As defined to in Clause 3.5.2
Turn Over	As defined to in Clause 2.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions (even in abbreviated form) beginning with capital letters and not defined herein, but defined in the Authorization Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **Part II- Principles of Interpretation**

1. Throughout this Bidding Documents, unless indicated otherwise by the context, the singular also includes plural.
2. Any reference in this Bidding Documents to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of this Bidding Documents.
3. The words "hereof," "herein", "hereunder" and words of similar import when used in this Bidding Documents shall refer to this Bidding Documents as a whole and not to any particular provision of this Bidding Documents. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
4. The headings in this Bidding Documents are intended for convenience only and shall not, in any way affect the meaning or construction of any provision therein.
5. References to Sections, Clauses and sub-Clauses are, unless the context otherwise requires, references to Section, Clauses and sub-Clauses of this Bidding Document.
6. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
7. References in this Bidding Documents to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by any Person shall in each case mean in written form and signed, whether digitally or physically, by the authorized signatory of such person.

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## **Invitation for Proposal**

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. The Jharkhand Tourism Development Corporation Limited (the “**Authority**” or “**JTDCL**”) is the nodal agency under the Department of Tourism, Government of Jharkhand. The primary objective of JTDCL is to run, manage and administer hotels developed by Tourism Department, Government of Jharkhand and catering establishments for promotion of tourism and providing best facilities and services to tourists in the State of Jharkhand.
- 1.1.2. In line with its objective, Department of Tourism, Government of Jharkhand has developed Hotel Prabhat Vihar at Netarhat over an area of approximately 7.5 acres. The hotel comprises of two blocks (New & Old) for accommodation. The new block is having a total of 24 rooms whereas the old building is having a total of 15 rooms.
- 1.1.3. Currently, the old building is in a dilapidated condition.
- 1.1.4. The Authority has decided to rope in a suitable private sector player, having requisite experience of management of hotels, to undertake Operation, Maintenance and Management of the Hotel Prabhat Vihar (New Building/ Complex) comprises of 24 rooms (hereinafter referred to as “Project Facility”) in order to provide better quality services to the visiting guests in the Project Facility.
- 1.1.5. The Authority has also decided to upgrade/ improve the infrastructure of the Project Facility before handing over to the selected Operator (the “**Authorizee**” or “**Operator**”) for Operation, Maintenance and Management of the Project Facility.
- 1.1.6. Brief particulars of the Project are as follows:

S. No	Particulars	Description		
1	<b>Nature of the Project</b>	Operation, Maintenance and Management of Hotel Prabhat Vihar (New Complex)		
2	<b>Scope of Authorizee /Operator</b>	<ul style="list-style-type: none"> <li>• Operation, Maintenance and Management of the existing facilities of Hotel Prabhat Vihar (New Complex).</li> </ul> <p>The Project has to be undertaken in accordance with the provisions of the Draft Authorization Agreement.</p>		
3	<b>Project Sites/ Locations</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Project Sites</td> <td style="width: 50%; text-align: center;">Geo-coordinates</td> </tr> </table>	Project Sites	Geo-coordinates
Project Sites	Geo-coordinates			

S. No	Particulars	Description		
		<table border="1"> <tr> <td>Hotel Prabhat Vihar Complex</td> <td>23°28'26.1"N 84°16'43.9"E</td> </tr> </table> <p>Under this tender, the Project Facility shall be given to <b>Authorizee /Operator</b> as per the terms &amp; conditions of the draft Authorization Agreement.</p>	Hotel Prabhat Vihar Complex	23°28'26.1"N 84°16'43.9"E
Hotel Prabhat Vihar Complex	23°28'26.1"N 84°16'43.9"E			
4	<b>Bid Processing Fee</b>	INR 10,000/- plus applicable Goods and Service Tax (GST) (Indian Rupees Ten Thousand only plus applicable GST (presently 18%))		
5	<b>Bid Security</b>	INR 5,00,000 /- (Indian Rupees Five Lacs only)		
6	<b>Authorization Period</b>	5 Years from the date of handing over of the Commercial Operation Date which can be further extendable by another 5 years as per the terms & conditions of the agreement		

- 1.1.7. The Authority intends to award the Project through an open, competitive, single stage bidding process in accordance with the procedure set out herein.
- 1.1.8. Scope of Work: The Selected Operator shall be responsible for the full operational, maintenance, and management services of the Hotel, ensuring high standards of guest service, facility upkeep, and compliance with applicable laws and standards as more particularly defined under Clause 2.1.1 of the Volume II: Draft Authorization Agreement.
- 1.1.9. Roles & Responsibilities of the Authority: The Authority retains overall ownership and strategic oversight of the hotel property. While day-to-day management is delegated to the Operator, the Owner plays a critical role in governance, capital planning, financial oversight, and protecting long-term asset value as more particularly defined under Clause 2.1.2 of Volume II: Draft Authorization Agreement (the “**Authorization Agreement**”).
- 1.1.10. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3** for submission of Bids (the “**Bid Due Date**”).
- 1.1.11. The statements and explanations contained in this RFP (Volume I: Instruction to Bidders; Volume II: Draft Authorization Agreement) are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or

interpreted as limiting in any way or manner the scope of services and obligations of the Authorizee /Operator set forth in the Authorization Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Authorization to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

## **1.2. Brief description of Bidding Process**

- 1.2.1. The Authority has adopted a two-part bid system comprising of, namely, Technical Bid and Financial Bid (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first part (the, "**Technical Bid**") of the process involves qualification (the Technical Qualification) of interested parties who submit a Bid in accordance with the provisions of the RFP (the "**Bidder**"). The second part of the process involves the Financial Bid (the "**Financial Bid**") of the Bidders qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**").
- 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 Ten 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 submit the processing fee along with its Technical Bid in separate envelope towards Bid Processing Fee. Failure to make payment of the non-refundable Bid Processing Fee shall result in cancellation of the Bid.
- 1.2.3. Government of India has issued guidelines (see Appendix III) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid and should give an undertaking to this effect in the form at Appendix III.
- 1.2.4. The Technical Bid to be submitted by bidders shall comprise of Technical and Financial Capability documents and other requirements as mentioned in the RFP document. The Technical Bid would be evaluated based on the criteria set forth in Clause 2.2, and Clause 3.1 to Clause 3.4 of the RFP. The Financial Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for selecting the Selected Bidder.

- 1.2.5. This RFP document (Volume 1: Instruction to Bidders) contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- 1.2.6. The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.2.7. A Bidder is required to deposit, along with its Bid, a bid security of INR 5,00,000 /- (Indian Rupees Five Lacs only)) (the “**Bid Security**”), refundable not later than 120 (one hundred twenty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Authorization Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid 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. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.8. Any award of Authorization pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- 1.2.9. Bidders shall examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Authorization including implementation of the Project.
- 1.2.10. The Authorizee /Operator shall, in consideration of its investment and services, be entitled to implement the Project in line with the terms and conditions mentioned herein.
- 1.2.11. Bids are invited for Management Fee to be quoted by the Bidder in lieu of its services as more particularly defined in Clause 2.15 of this document. The Financial Quote shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.6, the Project will be awarded to the Bidder quoting the lowest Financial Quote.
- 1.2.12. The Lowest Bidder (L1) shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Financial Quote submitted by the L1 Bidder in case such L1 Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Quote of the L1 Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.13. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail at [jtdcltd@gmail.com](mailto:jtdcltd@gmail.com) to the officer designated in 2.12.8. The communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.**

Bidders are advised to visit this website regularly to keep them updated, for any changes/modifications related to this RFP.

**1.3. Schedule of Bidding Process**

The schedule for the bidding process is as follows:

S.No.	Event Description	Date
1	Invitation of RFP (NIT)	22.08.2025
2	Last date for receiving queries	29.08.2025 by 5 A.M
3	Pre- Bid Conference	01.09.2025 at 4 P.M
4	Authority’s response to pre-bid queries	03.09.2025
5	Bid Due Date	15.09.2025 by 5 P.M
6	Date for opening of Technical Bid	16.09.2025 by 11:30 AM*
7	Date of opening of Financial Bid	to be announced
8	Issue of Letter of Award	to be announced
9	Validity of Bid	120 days of Bid Due Date
10	Signing of Authorization Agreement	Within 45 days of award of LOA

***\*The technical Bid shall be opened at Hotel Birsa Vihar, 5, Mahatma Gandhi mark, Main Road, Ranchi 834001, Jharkhand***

The Authority reserves the right to modify the above schedule at its discretion which will be binding on the Bidders.

**1.4. Venue of Pre-Bid conference:**

The pre-bid conference shall be conducted online/ virtual mode as per the schedule provided in clause 1.3 above. The link for pre-bid conference shall be uploaded on the JTDCL official website one day before the schedule date of the pre-bid conference. Alternatively, bidder can ask for the link through a mail to JTDCL. The bidder should submit their pre-bid queries in writing or e-mail and same should reach the Authority at least one day prior to the schedule of pre-bid conferences.

The queries of the bidder shall be compiled and sent in the following format:

Sl No	Clause No/ Page No	Clause as per RFP	Queries/ Clarification


## **2. INSTRUCTION TO BIDDERS**

### **A. GENERAL**

#### **2.1. General terms of Bidding**

- 2.1.1. The Authority intends to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid. In case the same is not complied, all bids in which the defaulting Bidder is a party shall be cancelled.
- 2.1.2. The Bidders are required to carry out detailed surveys, investigations and other detailed examination and due diligence of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Authority and their advisors nor confer any right on the Bidders, and Authority and their advisors shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3. Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Authorization 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 Draft Authorization Agreement. Bidders are advised to peruse the detailed terms and conditions contained in the Draft Authorization Agreement, prior to formulation and submission of their Bids.
- 2.1.5. The Bids should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory.
- 2.1.6. The Bidder shall deposit a Bid security in accordance with the provision of Clause 1.2.7. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security in terms of the Authorization Agreement.
- 2.1.7. The Bidder should submit a notarized Power of Attorney as per the format at Appendix I Annexure VII, authorizing the signatory of the Bid to commit the Bidder. Alternatively, Bidder can also submit a general Power of Attorney, however in case of General Power of Attorney, the successful bidder needs to submit a specific Power of Attorney duly notarized in the name of the person signing the bid document before signing of the Authorization Agreement with the Authority.
- 2.1.8. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.

- 2.1.9. The Bidding Documents including this RFP and all attached or other documents, provided by Authority are and shall remain or become the properties of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the Bidding Documents. 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 Bid. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.10. 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 be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/or the Authorization Agreement or otherwise.
- 2.1.11. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder or Associate (or any constituent thereof) and any other Bidder, its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Definition [Re: section 2(72)] of the Companies Act, 2013. For the purposes of this Clause 2.1.11, 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
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, its Associate thereof receives or has received any direct or indirect subsidy, grant, Concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, Concessional loan or subordinated debt to any other Bidder, its Associate thereof; or
  - iv. such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, 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 Bid of either or each other; or
  - vi. such Bidder or any Associate thereof has participated as a consultant to Authority and its advisors in the preparation of any documents, design or technical specifications of the Project.

***For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law..***

- 2.1.12. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Authorization Agreement. In the event any such adviser is engaged by the Selected Bidder or the Authorizee /Operator, as the case may be, after issue of the LOI or execution of the Authorization Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Authorization Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Authorization Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Authorizee /Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder. Nor will this disqualification

apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

## **2.2. Eligibility of the Bidder**

2.2.1. For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

- (a) The Bidder may be a single entity.
- (b) For the purpose of this RFP, entity means a firm (Proprietorship/ Partnership), limited liability company (including Government owned Public Sector Undertaking) within the meaning of the [Indian] Companies Act 1956/ 2013 or incorporated under the Applicable Laws of its origin, as modified, re-enacted from time to time or a government-owned entity. A Consortium shall not be eligible.
- (c) A Bidder shall be liable for disqualification and forfeiture of Bid Security in the following instances:
  - a. Bidder having conflict of interest (refer Clauses 2.1.10 & 2.1.11 shall not be eligible to participate in the bidding process.
  - b. if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters relating to or incidental to the Project. For avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated 30 (thirty) days prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.
  - c. None of the Bidders, its directors, promoters shall figure in any list of wilful defaulters maintained by the Reserve Bank of India or have been convicted by a Court of law for any offence committed for any financial crimes or money-laundering activities.
  - d. Further, the Bidders, its directors, promoters must not have been blacklisted, debarred or suspended by any governmental authority in India, in relation to any public procurement works/contracts.
  - e. The Bidder or its Promoters should not have an account, which has been classified as a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 as of the date of submission of the Technical Bid.

- f. None of the Bidders, its directors, promoters shall, as of the date of submission of the Bid, been declared fraud or a fraudulent account by any bank or financial institution.
- g. No red corner notice shall have been issued in the name of the Bidders, its directors, promoters as of the date of submission of the Technical Bid.

For the avoidance of doubt, in the event of a Conflict of Interest that affects the Bidding Process between two (2) or more Bidders, all such Bidders shall be forthwith disqualified.

2.2.2. To be eligible for Qualification, a Bidder shall fulfil the following conditions of eligibility:

**(A) Financial Capacity:**

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 “**Financial Capacity**”). The audited copy of the financial statements for the year 2022-23, 2023-24 & 2024-25. In case, the audited financial statement are not finalised for the FY 2024-25, the Bidder can submit the audited financial statement for the FY 2021-22, 2022-23 & 2023-24..

**(B) Technical Capacity:**

- I. For demonstrating technical capacity or experience (the “**Technical Capacity**”), the Bidder shall, preceding the Bid Due Date, have:

**Option I:** Operated, Maintained, and Managed at least one hotel/ Government Guest House (Ministries/ Department of Government of India/ State Guest House/ State Bhawan) having at least 50 rooms continuously for the past 3 years preceding the Bid Due Date;

OR

**Option II:** Operated, Maintained, and Managed at least one hotel having at least 30 rooms with Average Room Rent (ARR) of the hotel (for which the experience is claimed by the Bidder) should not be less than INR 3,000 continuously for the past 3 years preceding the Bid Due Date;

**Each of the hotel, that meets the requirement of any of the options mentioned hereinabove, shall be considered as an Eligible Project.**

2.2.3. Only those Bidders whose Technical Bids meet the Minimum Technical Capability and Minimum Financial Capability Criteria shall be further evaluated on the basis of Eligibility Criteria as set out under Clause 2.2 and Evaluation Criteria as set out under Clause 3.1 to Clause 3.4 of the RFP of the RFP. Bidders whose Bid do not meet the aforesaid Minimum

Technical Capability and Minimum Financial Capability Criteria shall not be considered for the next stage.

- 2.2.4. The Bidder shall enclose with its Bid, to be submitted as per the format at Annexure-I, complete with its Annexes, the following:
- i. certificate(s) from its statutory auditors<sup>1</sup> specifying the minimum Annual Turnover Net Worth of the Bidder, as per the specified requirement.
  - ii. Certificate(s) from statutory auditors of the Bidder towards the Technical Capacity criteria in respect of the Eligible Projects specified in Clause 2.2.2 (B) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
  - iii. In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), the same is to be certified by a CAG-empaneled Chartered Accountant.
- 2.2.5. The Bidder should submit a Power of Attorney as per the format at Appendix I Annexure VII, authorising the signatory of the Bid to commit the Bidder.
- 2.2.6. Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid. Further, entities that have been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up, would not be eligible to submit the Bid.
- 2.2.7. A Bidder, should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by judicial pronouncement or arbitral award against the Bidder, nor has been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach of contract by such Bidder. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied

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<sup>1</sup> In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a CAG-empaneled Chartered Accountant.

that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.8. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix and Annexures is insufficient; Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and

2.2.9. Bidding is open to all. However, restrictions under Rule 144 (xi) of General Financial Rules, 2017, pursuant through circular no. F.No.6/18/2019-PPD of Ministry of Finance, Department of Expenditure, dated 23<sup>rd</sup> July 2020, as amended from time to time, shall apply. Further,

- (a) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub-Clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.10. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years for Technical Capacity or 1 (one) year for Financial Capacity, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.11. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority 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 Authorization Agreement. In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the Authorization Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Authorization Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Authorization Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Authorizee /Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2.2.12. This RFP is not transferable.

2.2.13. Any award of the Project pursuant to this RFP shall be subject to the terms of the Bidding Documents.

### **2.3. Change in Ownership**

2.3.1. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that they will not transfer the project to any third party/ entity till the end of the Authorization Period without an explicit approval from the Authority.

### **2.4. Number of Bids and costs thereof**

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

2.4.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids 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 Bids after visiting the Project Sites and ascertaining for themselves the site conditions, location, surroundings, feasibility, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of Bid.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 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 Draft Authorization Agreement by the Authorizee /Operator;
- (f) acknowledged that it does not have a Conflict of Interest;
- (g) acknowledge that the existing facilities of the Project would be handed over on as-is-where-is-basis by the Authority subject to the provision of the clause 4.1.3 of the Volume II: Draft Authorization Agreement, and the Bidder shall not have no claim whatsoever on the Authority in this regard; and
- (h) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error, inaccuracy or mistake therein or in any information or data given by the Authority.

## **2.6. Right to accept or reject any or all Bids**

2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents 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 thereunder.

2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation by the Bidder is discovered 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 Bid.

Such misrepresentation / improper response shall lead to disqualification of Bidder.. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Highest Bidder in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3. In case it is found during the evaluation or at any time before signing of the Draft Authorization Agreement or after its execution and during the period of subsistence thereof, 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 Authorizee /Operator either by issue of the LOA or entering into the Draft Authorization Agreement, and if the Selected Bidder has already been issued the LOA or entering into the Draft Authorization Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder or the Authorizee /Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Authorizee /Operator, as the case may be. 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 Bidding Documents and/or the Draft Authorization Agreement, or otherwise.

2.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents 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 thereunder.

- 2.6.5. The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

<b>Volume I</b>	<b>Instruction to Bidder</b>
<b>SECTION: 1</b>	Introduction
<b>SECTION: 2</b>	Instructions To Bidders
<b>SECTION: 3</b>	Criteria for Evaluation of Bids
<b>SECTION: 4</b>	Fraud And Corrupt Practices
<b>SECTION: 5</b>	Pre-Bid Conference
<b>SECTION: 6</b>	Miscellaneous
<b>Appendix I</b>	
<b>Annexure I</b>	Letter Comprising the Bid
<b>Annexure II</b>	Details of Bidder
<b>Annexure III</b>	Technical Capacity of Bidder
<b>Annexure IV</b>	Details of Eligible Project
<b>Annexure V</b>	Financial Capacity of the Bidder
<b>Annexure VI</b>	Statement of Legal Capacity
<b>Annexure VII</b>	Power of Attorney for signing of Bid
<b>Annexure VIII</b>	Litigation History
<b>Annexure IX</b>	Bank Guarantee for Bid Security
<b>Annexure X</b>	Integrity Pact

<b>Appendix II</b>	Format for Financial Bid
<b>Appendix III</b>	Guidelines of the Department of Disinvestment
<b>Volume II</b>	<b>Draft Authorization Agreement</b>

## **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.13. Bidders should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2. The Authority shall endeavour 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 or every question or to provide any clarification.
- 2.8.3. 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 Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall provide all the information sought under this RFP. 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.

2.10.2. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

## **2.11. Language**

2.11.1. The Bid 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 Bid may be in any other language provided that they are accompanied by appropriate translations 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 Bid, the English language translation shall prevail.

## **2.12. Sealing & Marking of Bids**

2.12.1. The Bidder shall prepare separate envelope for Technical & Financial Bid.

2.12.2. The Technical Bid shall contain the following documents:

- i) Letter Comprising the Bid in the form and manner as described in Appendix I Annexure I;
- ii) Demand Draft / Pay Order regarding Bid Processing Fee (Envelope 1);
- iii) Details of the Bidder in the form and manner as described in Appendix I Annexure II;
- iv) Technical Capacity of the Bidder in the form and manner as described in Appendix I Annexure III;
- v) Details of Eligible Projects in the form and manner as described in Appendix I Annexure IV;
- vi) Financial Capacity of the Bidder in the form and manner as described in Appendix I Annexure V. Audited report of the balance sheet of the last three financial years of the Bidder;
- vii) Statement of Legal Capacity of the Bidder in the form and manner as described in Appendix I Annexure VI;
- viii) Power of Attorney for signing the Bid in accordance as per the format at Appendix I Annexure VII submitted in Separate Envelope (Envelope 2);
- ix) Litigation History as described in Appendix I Annexure VIII;

- x) Bank Guarantee or demand draft towards Bid Security. In case of Bank Guarantee, the same shall be submitted in the format as given in Appendix I Annexure IX in a Separate Envelope (Envelope 3);
- xi) Integrity Pact as described at Annexure X;
- xii) A copy of this **entire updated RFP document** (all volumes along with addendum issued by JTDCL, if any) duly initialed on each page by the authorized signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with initials of the authorized representative of the Bidder;
- xiii) The Technical Bid along with envelopes containing Bid Processing Fee (Envelope 1), Power of Attorney (Envelope 2) and Bid Security (Envelope 3) shall be placed in a Separate Envelope (Envelope 4);
- xiv) A true copy of the documents accompanying the Technical Bid, as specified in Clause 2.12.2 (xii) above, shall be placed in a separate envelope (Envelope 5);

2.12.3. The Financial Bid Envelope shall have the Financial Bid of the Bidder in the format specified at Appendix II in a Separate Envelope (Envelope 6).

2.12.4. The Technical Bid documents (both original & true copy) shall be bound together in hard cover or spiraled and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder.

2.12.5. Each of the six envelopes as specified above shall be sealed separately and placed in an outer envelope, which shall also be sealed. Each of the six envelopes shall clearly bear the following identification clearly mentioned the content of the Envelope:

***RFP for Selection of Suitable Private Sector Player for Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.***

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

2.12.6. 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 Bid and consequent losses, if any, suffered by the Bidder.

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

2.12.8. The queries and completed RFP must be submitted to:

<b>ATTN. OF:</b>	Sudip Kumar Ganguli
<b>DESIGNATION</b>	Jharkhand Tourism Development Corporation Limited

<b>ADDRESS:</b>	6 <sup>th</sup> Floor, JUPMI Building, Ranchi Smart City Complex, Dhurwa, Ranchi – 834004
<b>E-MAIL ADDRESS</b>	<a href="mailto:jtdcltd@gmail.com">jtdcltd@gmail.com</a> ;
<b>Mobile</b>	09905952550

### **2.13. Bid Due Date**

2.13.1. Bids should be submitted before 1100 hours IST on the Bid Due Date as given in Clause 1.3 at the address provided in Clause 2.12.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.12.8.

2.13.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

### **2.14. Late Bids**

2.14.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.15. Financial Proposal/ Bid Variable/ Price Bid**

2.15.1. The Bidder shall quote its Financial Bid in terms of Annual Fee out of the Gross Revenue from the Core Activity, as more particularly defined under Clause 16.1.3 of the Volume II of the RFP: Draft Authorization Agreement. The Annual Fee to be quoted by the Bidder shall be in terms of percentage of Gross Revenue from the Core Activity.

2.15.2. Apart from the Annual Fee from the Core Activity, the Selected Operator shall also be eligible for 80% of the Revenue from the Associated Activities as more particularly defined under Clause 16.1.3 of the Volume II of the RFP : Draft Authorization Agreement.

2.15.3. The total Management Fee as payable by the Authority shall include the bidder quote in terms of Gross Revenue from Room Rent and Spaces for MICE activities (Core Activities) and includes revenue from the Associated Activities.

2.15.4. Minimum Guarantee Revenue to the Authority: In case the net revenue earned by the Authority (revenue left after paying the Management fee) from the Project is less than INR 1.41 crore for the first Financial year (Minimum Guarantee Revenue) of Operation (to be calculated on the pro-rata basis), the Bidder/ Operator shall pay such deficit amount to make the net revenue of the Authority to INR 1.41 crores for the first Financial year of Operation (to be calculated on the pro-rata basis). The amount of Minimum Guarantee Revenue shall be increased by 10% every 3 years.

2.15.5. While making its financial proposal, the Bidder to keep in mind that the Authority reserves the right to retain 2 (Two) suite-rooms as & when required at zero cost.

## **2.16. Modifications/ Substitution/ Withdrawal of Bids**

- 2.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.
- 2.16.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.17. Rejection of Bids**

- 2.17.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.17.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.18. Validity of Bids**

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.19. 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, 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.

## 2.20. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## D. BID SECURITY

### 2.21. Bid Security

2.21.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.7 and 2.1.6 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 INR 1,000 crore (Indian Rupees One thousand crore), in favour of the Authority in the format at Annexure IX (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid 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 2I of the Reserve Bank of India Act, 1934.

2.21.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Managing Director, JTDCL and payable at Ranchi (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.21.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.21.4. Save and except as provided in Clause 1.2.7 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.21.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Authorizee /Operator signing the Draft Authorization Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance

Security to be provided by him in accordance with the provisions of the Draft Authorization Agreement.

2.21.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.7. 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 Bidding Documents and/ or under the Draft Authorization Agreement, or otherwise, if

- a. a Bidder submits a non-responsive Bid;
- b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit -
  - i. to sign and return the duplicate copy of LOA; or
  - ii. to sign the Draft Authorization Agreement; or
  - iii. to furnish the Performance Security within the period prescribed therefor in the Draft Authorization Agreement.
- e. the Selected Bidder, having signed the Draft Authorization Agreement, commits any breach thereof prior to furnishing the Performance Security

## **E. Bid Opening and Evaluation**

### **2.22. Opening of Technical Bid**

2.22.1. The Authority shall open the Technical Bid at 16:00 hours IST on the Bid Due Date, at the place specified in Clause 2.12.8 and in the presence of the Bidders who choose to attend. In the event of specified date of Technical Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

2.22.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened and shall be returned.

2.22.3. The Authority will subsequently examine the Technical Bid in accordance with Clause 2.23 and evaluate the Technical Bid in accordance with the provisions set out in Clause 2.2, and Clause 3.1 to Clause 3.4.

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

2.22.5. The sealed envelope containing the Financial Bid shall not be opened at this stage.

### **2.23. Examination of Technical Bid and Determination of Responsiveness of the same**

2.23.1. Prior to evaluation of Technical Bid, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if:

- I. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2 ;
- II. Initially the Envelope 1, 2 & 3 of the Technical Bid Envelope will be opened and examined to see whether the same contain the Bid Processing Fee, Bid Security of the amount as required in the Bid and the Power of the Attorney. If the Bid Security furnished does not conform to the amount and validity period as specified in the RFP Document (Volume I) and has not been furnished in the form specified in Clause 2.21, the Bid shall be rejected by the Authority as non-responsive. Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out. Similarly, if the Bid Processing fee does not conform to the requirement of the Bid and the Power of Attorney is not provided (both for Single Entity) as per the requirement of the RFP, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
- III. The Technical Bid Envelope (Envelope 4) of the Bidder shall only be opened if the Bid Confirms to the requirement (Bid Processing Fee, Bid Security and Power of Attorney) of the RFP;
- IV. Subsequently, evaluation of the Technical Bid of the Bidder will be examined to see if it is received as per format at Appendix I;
- V. it is signed, sealed, bound together/ spiraled in hard cover, and marked as stipulated in Clause 2.12.4;
- VI. it contains all the information and documents (complete in all respects) as requested in this RFP;
- VII. it contains information in formats same as those specified in this RFP;

- VIII. it contains certificates from its statutory auditors in the formats specified at Appendix I Annexure IV of the RFP for each Eligible Project;
- IX. Integrity pact as per format given in Appendix I Annexure X has been submitted by the Bidder with the Bid duly signed by Authorized signatory;
- X. it does not contain any condition or qualification; and;
- XI. it is not non-responsive in terms hereof.

2.23.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.23.3. Any information contained in the Technical Bid 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 on the basis of such information.

2.23.4. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.5 for opening of their Financial Proposals. The Authority shall notify other Bidders that they have not been technically responsive. Authority will not entertain any query or clarification from Bidders who fail to qualify.

## **2.24. Opening of Financial Bids**

2.24.1. The Authority will open the envelope marked 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with Clause 2.23 and have been evaluated in terms of Clause 3.1 to Clause 3.4 of this RFP and determined to fulfill the qualification criteria as detailed out in Clause 2.2, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.

2.24.2. The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price, which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation.

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

## **2.25. Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

2.25.1. The Authority will determine responsiveness of each Financial Bid with respect to price quoted.

2.25.2. A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, JTDCL's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive financial Bids.

2.25.3. If the Financial Bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **2.26. Correction of Errors**

2.26.1. Financial Bids determined to be substantially responsive will be checked by the Authority for any arithmetic errors in the Annual Authorization Fee quote. Arithmetic errors will be rectified on the following basis: Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

2.26.2. The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If any Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.21.

## **2.27. Evaluation and Comparison of Financial Bids**

2.27.1. The Authority will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.25.

2.27.2. In evaluating the Financial Bids, the Authority will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 2.26.

2.27.3. The Financial Bid will be evaluated on the basis of Clause 3.5.

## **2.28. Clarification of Bids**

2.28.1. To assist in the examination, evaluation and comparison of Bids, the Authority may, at its discretion, ask any Bidder for authentication and the correctness of the information/details furnished by him in his Bid. Such request by the Authority and the response by Bidder shall

be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 2.28.

### **3. EVALUATION OF BIDS**

#### **3.1. Technical Bid Evaluation parameters**

3.1.1. Only that Technical Bid who meet the eligibility criteria specified in Clause 2.2 shall qualify for further evaluation in terms of Clauses 3.2 to 3.5. Technical Bids of Bidding Entity who do not meet these criteria shall be rejected.

#### **3.2. Details of Experience**

3.2.1. The Bidder should furnish the details of Technical Capacity as mentioned under Clause 2.2.2 (B).

3.2.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix I Annexure III.

3.2.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix I Annexure IV.

#### **3.3. Financial information for purposes of evaluation**

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. In case, the audited financial statement are not finalised for the FY 2024-25, the Bidder can submit the audited financial statement for the FY 2021-22, 2022-23 & 2023-24.

3.3.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.3.3. The Bidder must establish the minimum Annual Turnover during each of the last three Financial Years preceding Bid Due Date as specified in Clause 2.2.2 (A) and provide details as per format at Appendix I Annexure V.

#### **3.4. Short-listing of Bidders**

3.4.1. Bidder meeting all the criteria as mentioned under Clause 2.2 of this RFP shall be shortlisted and will be eligible for opening of their Financial proposal/ Bid.

#### **3.5. Selection of Bidder**

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 lowest Annual Authorization Fee to the Authority shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”).

- 3.5.2. In the event that two or more Bidders quote the same Financial Bid pursuant to evaluation in terms herein (the “**Tie Bidders**”), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.5.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid 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 the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected 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 the Selected Bidder.
- 3.5.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.5.3, the Authority may, in its discretion, invite fresh Bids (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 Bids, they shall be eligible for submission of fresh Bids.
- 3.5.5. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected 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 Selected 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 Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Authorizee /Operator to execute the Draft Authorization Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Draft Authorization Agreement.
- 3.5.7. Bidder are advised that Selection Process 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 Selection Process or Selection will be given.
- 3.5.8. 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 Bid(s) without assigning any reasons.

### **3.6. Contacts during Bid Evaluation**

- 3.6.1. Bids 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 Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### 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 Draft Authorization Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Draft Authorization Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Draft Authorization Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Authorizee /Operator, as the case may be, if it determines that the Bidder or Authorizee /Operator, 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 Bidding Documents and/ or the Draft Authorization 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 Draft Authorization Agreement, or otherwise, if a Bidder or Authorizee /Operator, 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 Draft Authorization Agreement, such Bidder or Authorizee /Operator shall not be eligible to participate in any tender or RFP issued by the Authority during period of 2 (two) years from the date such Bidder or Authorizee /Operator, 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 Clause 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 Draft Authorization Agreement or arising therefrom, 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 an act influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub Clause 2.1.12, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the 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.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 The Bidder is requested to submit questions in writing or by cable/fax, to reach the Authority at least 3 days prior to the pre-Bid Conference.
- 5.3 During the course of pre-Bid Conference (s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may be, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.4 Minutes of the pre-Bid Conference, including the text of the questions raised and the responses given together with any response prepared after the meeting, may be transmitted without delay to all the Bidders. Any modifications of the bidding documents listed in Clause 2.16 which may be considered necessary as a result of the pre-Bid Conference shall be made by Authority exclusively through the issue of an Addendum pursuant to Clause 2.9 and not through the minutes of the pre-Bid Conference.
- 5.5 Non-attendance at the pre-Bid Conference will not be a cause for disqualification of a Bidder.

## 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, Jharkhand shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 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) qualify or not to 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 Bid, 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, 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 Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) Draft Authorization Agreement including its amendments;
  - (b) the RFP as modified, altered, amended and clarified from time to time by the Authority.
- i.e. the Draft Authorization Agreement at (a) above shall prevail over the RFP at (b) above.

## APPENDIX I

### Annexure I

#### Letter Comprising the Bid for Qualification

(Refer Clause 2.12.2)

To,

Managing Director,  
Jharkhand Tourism Development Corporation Limited (JTDCL),  
6th Floor, Premium Suite Building, Jupmi Campus,  
Dhurwa, Ranchi- 834004, Jharkhand  
Email: [jtdcltd@gmail.com](mailto:jtdcltd@gmail.com)

**Sub: RFP for Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.**

Dear Sir,

1. With reference to your RFP document no \_\_\_\_\_ dated \_\_\_\_\_, I, having examined the Bidding Documents and understood its contents, hereby submit my/our Bid for the Project (the “**Project**”). The Bid is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted or suppressed which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for operation, maintenance and management of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last 3 (three) years, I 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 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 declare that:
  - a. I have examined and have no reservations to the Bidding Documents, including any Addendum/corrigendum issued/ to be issued by the Authority;
  - b. I do not have any conflict of interest in accordance with Clauses 2.1.11 and 2.1.12 of the RFP document;
  - c. I 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 any public sector enterprise or any government or concerning any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I 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.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
9. I believe that we satisfy the minimum Annual Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I certify that in regard to matters other than security and integrity of the country, I certify that we or any of our/ their Associates 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 certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our/ their Associates or against our CEO or any of our directors/ managers/ key employees<sup>2</sup>.
13. I further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Investment and Public Asset Management OM No. 3/9/2016-DD-II-Bdated 28<sup>th</sup>September, 2017 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-III thereof. I further certify that we are not disqualified in terms of the additional criteria specified by the Department of Investment and Public Asset Management in their No. 3/9/2016-DD-II-Bdated 28<sup>th</sup>September, 2017.
14. I further certify that we or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
15. I 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 above or any other provisions of this RFP, we shall intimate the Authority of the same immediately.
16. IIII hereby irrevocably waive any right or remedy which we may have at any stage in law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I agree to enter into a Draft Authorization Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Draft Authorization Agreement, we shall have no claim, right or title arising out of any documents or

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<sup>2</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

- information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Authorization.
19. The Statement of Legal Capacity as per format provided at Appendix I Annexure VI of the RFP document, and duly signed, is enclosed.
  20. The power of attorney for signing of application as per format provided at Appendix I Annexure VII of the RFP, are also enclosed.
  21. I / We herewith submit a Bid Security of INR\_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) to the Authority in accordance with the RFP Document.
  22. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
  23. I certify that in terms of the RFP, we meet the Technical Capacity in Clause 2.2.2 (B) of the RFP document and the specified documents in Clause 2.12.2 of the RFP, have been submitted.
  24. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
  25. The Financial Quote has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Authorization Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
  26. I agree and undertake to abide by all the terms and conditions of the RFP document.
  27. I certify that in terms of the RFP, minimum Annual Turnover during each of the last three Financial Years preceding Bid Due Date is INR INR\_\_\_\_\_ (Indian Rupees in words).
  28. I confirm that the bid shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.
  29. I hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Draft Authorization Agreement.

In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document. The list of documents being submitted along with the Bid is listed below.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

(Name and seal of the Bidder)

**Note:** This Paragraphs in curly parenthesis {} may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**Annexure- II**

**Particulars of the Bidder**

1. Details of the Bidder

- a. Name:
- b. Country of incorporation:
- c. Type of entity: Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
- d. Registered address:
- e. Address of the corporate headquarters and its branch office(s), if any, in India:
- f. Date of incorporation and commencement of business:
- g. Incorporation / Registration Number<sup>3</sup> :
- h. Copy of GST registration certificate

2. Information about the Bidding Entity

Single	Status (Firm/ LLP/ Company, Others)	Documentary Proof (Refer Note below)
<b>Single</b>		

Note: Documents to be submitted towards documentary proof for different type of Bidder:

- Company: Certificate of Incorporation, Memorandum of Association & Article of Association, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- LLP: Certificate of Incorporation, copy of the LLP Agreement filed to the ROC, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- Partnership Firm: Duly notarized Partnership deed, Updated Trade License clearly showing the validity of the same as on the Bid Due Date, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- Companies established outside India: Foreign company to provide certification of incorporation as incorporated under the Applicable Laws of its origin. The document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if they carry a conforming apostille certificate.

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<sup>3</sup> Where not applicable, PAN details to be provided

- Proprietorship Firm: Updated Trade License clearly showing the validity of the same as on the Bid Due Date, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
  4. Details of individual(s) who will serve as the point of contact for any communication by the Authority:
    - a. Name:
    - b. Designation:
    - c. Company:
    - d. Address:
    - e. Telephone Number/Mobile No:
    - f. E-Mail Address:
    - g. Fax Number:
  5. Particulars of the Authorised Signatory of the Bidder:
    - a. Name:
    - b. Designation:
    - c. Company:
    - d. Address:
    - e. Telephone Number/Mobile No:
    - f. Fax Number:
  6. The following information shall also be provided for the Bidder:

**Name of Bidder:** \_\_\_\_\_

S. No.	Criteria	YES	NO
1	Has the Bidder been blacklisted / barred <sup>s</sup> by the Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any project (PPP or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

7. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Note:

- *All the provisions in curly parenthesis {} may be suitably modified by the Bidders to reflect particulars relating to such Bidder.*
- *\$ or has been declared by the Authority as non-performer / blacklisted.*

Signature of Authorised Signatory  
Stamp of Bidder

**Appendix I**  
**Annexure III**

**Technical Capacity of the Bidder@**

*(Instruction: Refer to Clauses 2.2.2 (B) of the RFP)*

Technical Capacity Options (bidder should indicate the Options under which it is claiming experience of Technical Eligibility:

Options- Experience Being Claimed under Option as per Clause 2.2.2 (B)	Name of the Project	Shareholding of the Entity claiming Experience in the Eligible Projects	Star Category (3/4/5 star)	Capital Cost excluding the land cost (INR Crore)	No of Rooms	Average Room Rent (for the past 3 years preceding the bid due date	Year of Establishment - Only project to be considered if commissioned in the last 10 years.
<b>Option I:</b>							
<b>Option II:</b>							

**Note:**

1. No double counting of the project..
2. For conversion of US Dollars to INR, the rate of conversion shall be Rs. 86 (Indian Rupees eighty-six only) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
3. Certificates claiming Technical Eligibility, that are issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if they carry a conforming apostille certificate.
4. Refer Appendix I Annexure IV. Add more rows if necessary.

**Appendix I**  
**Annexure- IV**

**Details of Eligible Projects (Separate Sheet for each Project for which experience is being claimed by the Bidder in Appendix I Annexure III**  
(Instruction: Refer to Clauses 2.2.2 (B) of the RFP)

Item  (1)	Refer Instruction  (2)	Particulars of the Project  (3)	
Title & nature of the project (name of the project and whether it's a operation, maintenance & management of hotel project)	3		
Location (within India or Outside India)	3		
No of Rooms	3		
Project cost (INR In Crore) (exclusive of land cost)	4		
Date of Commissioning	7		
Average Room Rate for each of the last 3 years preceding the bid due date Applicable for Bidder showing experience under Option II of Clause 2.2.2 (B) of this RFP	7	<b>Year</b>	<b>ARR for the Year (Rs)</b>
		Year 1	
		Year 2	
		Year 3	
Equity shareholding (with period during which equity was held) of the Bidder in Eligible Project (for the past 3 years preceding the Bid Due Date in case of Operation, Maintenance and Management Project	11	<b>Year</b>	<b>Equity Shareholding</b>
		Year 1	
		Year 2	
		Year 3	

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 (B) of the RFP, as the case may be. Information provided in this Clause is intended to serve as

a backup for information provided Annexure-III of this Appendix-I. Bidders should also refer to the Instructions below.

2. For a single entity Bidder, the Project Codes would be a, b, c, d etc..
3. Details of each of the Eligible Projects in terms of name of the project, location of the project (within or outside India), No. of rooms. The claim for ARR shall be accompanied by a certificate issued from the Statutory Auditor of the Bidder or in case where the Bidder is not having Statutory Auditor by the CAG-empaneled Chartered Accountant. The certificate shall include all the facilities in the project for which experience is being claimed.
4. Provide the estimated capital cost of the Eligible Project.
5. The date of commissioning of the project, date of completion of construction should be clearly indicated.
- 6.
7. The Bidder shall have to demonstrate minimum ARR as defined in Clause 2.2.2 (B) Option II. Average Room Rate (ARR) is to be calculated by taking the total revenue (exclusive of taxes) earned from rooms in a financial year and dividing it by number of rooms sold in the same financial year. This ARR is to be certified for at least three (03) financial years over the last ten (10) financial years. Bidders are required to provide details of the years for which the experience is being claimed. For other years, the Bidder is requested to write NA. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on.
8. For each Eligible Project, a Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per format provided in Appendix I Annexure IV of hereinabove. In case the Bidder does not have a Statutory Auditor, then certified by a CAG-empaneled Chartered Accountant.

The Certificate from the Statutory Auditor or CAG-empaneled Chartered Accountant as the case may be, shall also provide for the below information.

- [1. Signature, name and designation of the authorised signatory of the firm*
- 2. Name of the audit firm:*
- 3. Seal of the audit firm:*
- 4. Date of issuance of Certificate:]*

In case the Certificate is issued by the client, then it should provide for the below information.

- [1. Signature, name and designation of the authorised signatory of Client organization*
- 2. Name of the Client organization:*
- 3. Seal of the Client organization:*

4. *Date of issuance of Certificate:]*

9. Format of Certificate to be issued by Statutory Auditor or in case the Bidder does not have a Statutory Auditor, then to be certified by a CAG-empaneled Chartered Accountant.:

**Certificate from Statutory Auditor regarding Operation, Maintenance and Management, No of Rooms and Shareholding** (on letter head of Statutory Auditor)

Based on the authenticated record of the Company, this is to certify that more M/s .....(name of the Bidder has undertaken Operation, Maintenance and Management of ..... (name of the Project) hotel, having .... Rooms for the past ...years preceding the Bid Due Date. The project was commissioned in the year .... and. The Average Room Rent (ARR) of the subject project is INR..... for the past ...years preceding the Bid Due Date The Shareholding of the .....(name of the Bidder) involved in the execution of the hotel project was .....percent.

\_\_\_\_\_  
(Signature, name and designation  
of the authorised signatory)

Name of the audit firm:

Seal of the audit firm:

Date:

*Note: 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 in computation of Eligibility.*

**Appendix I**  
**Annexure V**

**Financial Capacity of the Bidder**

*(Instruction: Refer to Clauses 2.2.2 (A) )*  
*(In INR crore<sup>\$</sup>)*

Name of the Bidder/ Applicant	Turnover		
	FY 2022-23	FY 2023-24	FY 2024-25

**Name & address of Bidder's Bankers:**

*<sup>\$</sup>For conversion of US Dollars to Indian Rupees, the rate of conversion shall be Rupees 82 (Indian Rupees eighty-two only) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid 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. The Bidder shall provide an Auditor's Certificate specifying the Annual Turnover during each of the last three Financial Years preceding Bid Due Date.
3. In case, the audited financial statement are not finalised for the FY 2024-25, the Bidder can submit the audited financial statement for the FY 2021-22, 2022-23 & 2023-24.

**Appendix I**  
**Annexure VI**

**Statement of Legal Capacity**

*(Instruction : To be forwarded on the letterhead of the Bidder)*

Date: \_\_\_\_\_

To,

Managing Director,  
Jharkhand Tourism Development Corporation Limited (JTDCL),  
6th Floor, Premium Suite Building, Jupmi Campus,  
Dhurwa, Ranchi- 834004, Jharkhand  
Email: [jtdcltd@gmail.com](mailto:jtdcltd@gmail.com)

**Sub: RFP for Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.**

Dear Sir,

We hereby confirm that we satisfy the eligibility criteria and agree to abide by the terms and conditions laid out in the RFP document.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative/ will act as the representative of the firm and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of \_\_\_\_\_

**Appendix I**  
**Annexure VII**

**Power of Attorney for signing of Bid<sup>4</sup>**

*(Refer Clause 2.1.7)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 bid for the \*\*\*\*\* Project proposed or being developed by the \*\*\*\*\* (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participating in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Draft Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Draft Authorization Agreement with the Authority.

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 of the Person  
Authorized by Board  
Resolution (in case of firms/  
company), Partner in case of  
Partnership firms

---

<sup>4</sup> To be submitted in original.

Witnesses:

1.

2.

Accepted

**Notarised**

(Signature, name, designation and address of the Attorney)

Seal of Notary

Registration No. of Notary

Date:

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 I**  
**Annexure VIII**

**Litigation History**

**Appendix I**  
**Annexure IX**

**(To be provided for the Project)**

**Bank Guarantee for Bid Security**

(Refer Clauses 2.1.6 and 2.21)

B.G. No. \*\*\*\*\*Dated:

1. In consideration of you, Jharkhand Tourism Development Corporation, having its head office at ..... (hereinafter referred to as the **“Authority”**, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company / partnership registered under \_\_\_\_\_) 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 **“Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.”** (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 Authorization Agreement (hereinafter collectively referred to as **“Bidding Documents”**), 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 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority, an amount of INR \*\*\*\*\* \_ (Indian Rupees \_\_\_\_\_ in words \_\_\_\_\_ 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 fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in breach or default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents 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 the Authority is disputed by the Bidder or not, merely on the first demand from

the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents 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 INR \*\*\*\*\* (Indian 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 Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as directed by the Authority from time to time, 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 the Authority shall be the sole judge to decide as to whether the Bidder is in breach or default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in breach or default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority 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, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Bidding Documents or to extend time for submission of the Bids or the Bid 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 Bidding Documents 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 Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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 authorized to receive the said notice of claim.
  10. It shall not be necessary for the Authority 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 the Authority 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 unrealized.
  11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
  12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and that 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 INR\*\*\*\*\* (Indian Rupees \*\*\*\*\*only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 360 days after the Bid Due Date)].

Signed and Delivered by .....  
Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

## **Integrity Pact**

(Refer Clauses 2.12.2 and Clause 2.23.1)

### **Appendix I** **Annexure X**

RFP for Selection of Suitable Private Sector Player Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand.

Tender No. \_\_\_\_\_

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Between

Jharkhand Tourism Development Corporation Limited (JTDCL), having its office at 6th Floor, Premium Suite Building, Jupmi Campus, Dhurwa, Ranchi- 834004, Jharkhand, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

\_\_\_\_\_. hereinafter referred to as “The Bidder/Contractor/ Authorizee /Operator/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for, The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Authorizee /Operator(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

### **Article-1-Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to

observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

**Article-2 Commitments of the Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) commit himself to take all measures necessary' to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor s)/ Authorizee /Operator(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) will not commit any

offence under the relevant I PC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) will nor use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractors)/ Authorizee /Operator(s)/ Consultant(s) will not bring any outside influence through any Govt, bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

### **Article 3: Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other from such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractors)/ Authorizee /Operator(s)/ Consultant(s) from the tender process.
- (2) If the Bidder/Contractor/Authorizee /Operator/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Authorizee /Operator/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy or the Bidder/Contractor/Authorizee /Operator/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder/ Contractor/Authorizee /Operator/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Authorizee /Operator/Consultant shall be final and binding on the Bidder/ Contractor/Authorizee /Operator/Consultant.
- (6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Authorizee /Operator/Consultant shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Authorizee /Operator/Consultant could be revoked by the Principal if the Bidder/ Contractor/Authorizee /Operator/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Article3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Authorizee /Operator/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Authorizee /Operator/Consultant and/or demand and recover liquidated and all damages as per the provisions of the contact/Draft Authorization Agreement against Termination.

#### **Article 5: Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to

the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article 6: Equal treatment of all Bidders/ Contractors/ Authorizee /Operators/ Consultants/ Subcontractors**

- (1) The Bidder(s)/Contractor(s)/Authorizee /Operator(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Authorizee /Operator/Consultant and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact violate provisions.

**Article 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Authorizee /Operator(s)/Consultant(s)/ Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Authorizee /Operator/Consultant or Subcontractor, or of an employee or a representative Contractor/Authorizee /Operator/Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article 8: Independent External Monitor (IEM)**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NHAI.
- (3) The Bidder/Contractor/Authorizee /Operator/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Authorizee /Operator/ Consultant. The Bidder/ Contractor/ Authorizee /Operator/ Consultant will also grant the Monitor, upon his request

- and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Authorizee /Operator/ Consultant/ subcontractors with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Authorizee /Operator/Consultant. The parties offer to the Monitor the option to participate in such meetings.
  - (5) As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - (6) The Monitor will submit a written report to the Chairman, NHAI within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
  - (7) If the Monitor has reported to the Chairman, NHAI, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory' Acts, and the Chairman, NHAI has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - (8) The word 'Monitor' would include both singular and plural.

### **Article 9: Pact Duration**

This Pact begins when both parties have signed (In case of EPC i.e. for projects funded by Principal and consultancy services) It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded (In case BOT projects) It expires for the Authorizee /Operator 24 months after his Authorization period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chairman of NHAI.

### **Article 10: Other Provisions**

- (1) This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Authorizee /Operator/Consultant is a partnership, this pact must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) He actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

in witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of the following witnesses:-.

(For and Behalf of the Principal)  Office Seal  Place and Date:  (Signature)  (Name)  (Designation)  (Address)	(For and Behalf of the Bidder/ Contractor/ Authorizee /Operator/ Consultant)  Office Seal  Place and Date:  (Signature)  (Name)  (Designation)  (Address)
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Witnesses:

1. \_\_\_\_\_

(Name and Address)

2. . \_\_\_\_\_

(Name and Address)

## APPENDIX II

### Financial Quote

Dear Sir,

**Sub: Financial Bid (Price Bid) for Selection of Suitable Private Sector Player for Operation, Maintenance and Management of Hotel Prabhat Vihar Netarhat, Jharkhand..**

Dear Sir,

1. With reference to your RFP document dated ....., I, having examined the Bidding document and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I agree and undertake to abide by all the terms and conditions of the RFP document.
3. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I 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.
4. Our quote for the undertaking the Project shall be percentage of Gross Revenue from Room Rent and Spaces for MICE activities (Core Activities) as defined in the Draft Authorization Agreement, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the project and all the conditions that may affect the project cost and implementation of the project.
5. I hereby submit our Financial Bid and seek an Annual Fee of .....% [in words] plus applicable GST arising out of Revenue from Core Activities for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
6. We understand the apart from our quote (Annual Fee from the Core Activity) we will also be eligible for 80% of the Revenue from the Associated Activities as more particularly defined under Clause 16.1.3 of the Volume II of the RFP: Draft Authorization Agreement.
7. We understand that the total Management Fee as payable by the Authority shall include our quote in terms of Gross Revenue from Room Rent and Spaces for MICE activities (Core Activities) and includes revenue from the Associated Activities.
8. Minimum Guarantee Revenue to the Authority: In case the net revenue earned by the Authority (revenue left after paying the Management fee) from the Project is less than INR 1.41 crore for the first Financial year (Minimum Guarantee Revenue) of Operation (to be calculated on the pro-rata basis), the Bidder/ Operator shall pay such deficit amount to make the net revenue of the Authority to INR 1.41 crores for the first Financial year of Operation (to be calculated on

the pro-rata basis). The amount of Minimum Guarantee Revenue shall be increased by 10% every 3 years.

9. While making its financial proposal, we understand that Authority reserves the right to retain 2 (two) suite -rooms as & when desired by the Authority at zero cost.
10. I shall keep this offer valid for 120 (one hundred twenty) days from the Bid Due Date specified in the RFP.
11. In the event of my /our being declared as a Selected Bidder, I agree to enter into a Draft Authorization Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide the same.

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

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

### APPENDIX III

#### **Guidelines of the Department of Investment & Public Asset Management**

No. 3/9/2016-DD-II-B

Government of India

Department of Investment & Public Asset Management

Block 14, CGO Complex

New Delhi.

Dated 28<sup>th</sup> September, 2017.

#### **OFFICE MEMORANDUM**

#### **Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification / disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment / adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. „Grave Offence“ is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government. “Grave Offence“ would include the below noted cases:
  - a. Only those orders of SEBI are to be treated as coming under the category of “Grave Offences,, which directly relate to “Fraud,, as defined in the SEBI Act and / or regulations.
  - b. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
  - c. Any conviction by Court of Law.
  - d. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government / conviction by a Court of Law for an offence committed

by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship interse between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a bidder, a Show Cause Notice as to why it should not be disqualified, would be issued to it and it would be given an opportunity to explain its position.
- (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

(SD/-)

(Aseem Kumar Jha)

Under Secretary to the Government of India