

Request for Proposal

For

**Development of International Standard Tourism Theme Destination
in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake
on PPP mode (74.76 acres)**

Volume I

Tender No: PIDB/PROJECTS/RSD/2021/08

Date: 20.05.2021

Issued by:



Punjab Infrastructure Development Board

S.C.O. No.33-34-35, Sector 34

Chandigarh

Ph: +91-172-2665410, +91-172-4381111

Behalf of:



Amritsar Development Authority (ADA)

PUDA/ADA Bhawan, PUDA Colony, Green Avenue,

Amritsar

Ph: 0183-2508989

DISCLAIMER

The information contained in this Request for Proposal document or subsequently provided to Bidder(s), in the documentary form by Amritsar Development Authority (hereinafter referred to as 'Authority') on behalf of Department of Housing and Urban Development 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 is not an agreement and is neither an offer nor invitation by 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 making their offers pursuant to this RFP. 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, especially in RFP, Draft Concession agreement and Schedules, 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 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 Bid Process. The Authority 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, 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 a Bidder or to appoint the Selected Bidder or Developer, 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 reason 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.

Request for Proposal Document

Contents of the Document

- Volume I : Instruction to Bidders
- Volume II : Project Information Memorandum
- Volume III : Draft Concession agreement

**Volume I:
Instruction to Bidders**

1. INTRODUCTION

- 1.1. The Department of Housing and Urban Development through its Public Infrastructure Agency (PIA) i.e. Amritsar Development Authority (“**Authority**” decided to undertake the development of an international standard tourist destination on 2 (two) sites, viz. Site 1 and Site 2 (refer Volume II for detailed area statement) on Pathankot-Dalhousie Road around Ranjit Sagar Lake, with the total site area being 74.76 acres. While Palangi Lakefront (56.22 acres) comprises of Site 1, Kulara Island constitutes Site 2 measuring 18.54 acres.

The Project Site Land is owned by the Department of Forest, which vide Stage-I Forest Clearance (Stage-I Forest Clearance have been obtained), the land user rights have been transferred to the Department of Housing and Urban Development by way of mutation. Upon the grant of Stage-II Forest Clearance, the application for change of user agency shall be submitted in favour for the selected bidder.

The Authority aims to select agencies for development of international standard tourist destination for each of the land Pockets (hereinafter referred as the “**Project**” for each Site) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has, therefore, decided to undertake the bidding process for selection of the agencies through Punjab Infrastructure Development Board (PIDB), the nodal agency for development of PPP projects in the State of Punjab and with the role of PIDB limited to provisions of Punjab Infrastructure (Development and Regulations) Act, 2002,. Brief particulars of the Projects are as follows:

Project 1: Development of International Standard Tourism Theme Destination for Site 1 at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab (***Naloh Tikka Pilangi***)

- Site Area: 56.22 acres
- Estimated Project Cost: Rs.448.57 Crores

Project 2: Development of International Standard Tourism Theme Destination for Site 2 at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab (***Kulara Island***)

- Site Area: 18.54 acres
- Estimated Project Cost: Rs.105.51Crores

Kindly refer to Volume II for further details of the Project.

Bidders may apply for either one or both the Projects and be awarded either one or both the Projects (if applied for both) based on the evaluation process as mentioned in Clause 3.1 of the RFP document. However, in such a case, the said Bidder shall be required to meet the Minimum Eligibility Criteria separately for Project 1 and Project 2.

Explanation: In this RFP the term Project shall denote both Project 1 and Project 2 collectively or individually, as the context may denote.

- 1.2. The Selected Bidder (the “**Concessionaire**”) shall through a Special Purpose Vehicle (“**SPV**”) ¹ (to be incorporated after selection) be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project in accordance with the provisions of a long-term Concession Agreement (the “**Concession Agreement**”) to be

¹ In case the Selected Bidder for Project 1 and Project 2 are different entities, then SPV shall be incorporated separately by each of the two Selected Bidders for their respective Projects and separate Concession Agreements shall be entered by the Authority with the respective SPVs.

entered into between the Selected Bidder and the Authority. The draft Concession Agreement is provided in Volume III of the bidding document.

- 1.3. Both the Projects would be undertaken on a PPP mode with separate Concession Period (“**Concession Period**”) of 60 (sixty) years each which shall run concurrently. The construction period, for Phase I of Project 1 and entire development of Project 2 is thirty six (36) months from the Appointed Date (*as defined in the Draft Concession Agreement*); Phase II of Project 1, the scheduled construction completion date is 10th year from the Appointed Date. The list of project facilities to be developed at each of the site Pockets under Project 1 and Project 2, are mentioned in Volume II –Project Information Memorandum document and the Draft Concession Agreement. The Development shall be in accordance to the guidelines stated in the Detailed Project Report as approved under the Forest Clearance of the project. The Detailed Project Report would be available at PIDB’s office and Bidder may choose to view the document and familiarize with the provisions of Detailed Project Report.
- 1.4. A “Single Stage” two packet bidding process is to be followed for selection of the successful bidder. The work shall be awarded to the qualified Bidder(s) for both the Projects based on the evaluation process mentioned in the Clause 3.17 of the bidding document.
- 1.5. Interested bidders may download the RFP document from the website www.eproc.punjab.gov.in.punjab.gov.in. The bids complete in all respect should be submitted in the manner specified in the RFP document.
- 1.6. Authority shall adhere to follow the following time schedule for bidding process:

| Sr. No. | Description | Date & Time |
|---------|---|-----------------------------|
| 1 | Last date for receiving queries | 01.06.2021 |
| 2 | Pre-bid Conference | 02.06.2021 |
| 3 | Response to Pre-bid queries | 15.06.2021 |
| 4 | Last date of submission of Bid (Bid-due date) | 30.06.2021 |
| 5 | Date for opening of Technical Proposal | 01.07.2021 |
| 6 | Date of opening of Financial Proposal | Will be informed separately |
| 7 | Letter of Award | |
| 8 | Signing of Concession Agreement | |

2. **SCOPE OF WORK**

The scope of work shall be as mentioned in Volume- II: Project Information Memorandum

3. **GENERAL TERMS OF BIDDING**

3.1. **Minimum Eligibility Criteria**

- 3.1.1. Bidder shall be a company registered under the Companies Act, 1956/ 2013 as amended/modified/replaced from time to time or undertakes to incorporate as such prior to execution of the Concession Agreement. The intending bidders may also bid by way of Consortium. The total number of members in a Consortium shall be limited to 3(three). However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium.

Bidders to note that any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the Competent Authority specified in Annexure – I of Order (Public Procurement No. 6/18/2019-PDD dated 23rd July 2020.) For details, the bidders are advised to refer to the aforementioned order. Non-

compliance with the requirements set-forth in the said Order will cause the bid of bidder to be rejected outrightly.

3.1.2. Technical Capacity:

- a. For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, must have met the minimum technical eligibility criteria mentioned below for each of the Project it is applying:
 - i. Paid for or received payment related to ‘Development with or without Operation and Maintenance of projects related to hotels/resorts/residential/retail/sports/institutional infrastructure’ of a minimum amount of **INR 673 Crore**, if the Bidder is applying for **Project 1**.
 - ii. Paid for or received payment related to ‘Development with or without Operation and Maintenance of hotels/resorts/residential/retail/sports/institutional infrastructure’ of a minimum amount of **INR 158 Crore**, if the Bidder is applying for **Project 2**.
 - iii. Paid for or received payment related to ‘Development with or without Operation and Maintenance of hotels/resorts/residential/retail/sports/institutional infrastructure’ of a minimum amount of **INR 673 Crore**, if the Bidder is applying for both **Project 1 and Project 2**.
- b. Eligible Experience:
 - (i) The capital cost for each of the project(s) whose experience is being claimed in terms of (a) above, should not be less than **INR 90 Crore (Rupees Ninety Crore only)** for Project 1 and **INR 21 Crore (Rupees Twenty One Crore only)** for Project 2 and **INR 90 Crore (Rupees Ninety Crore only)** if applying for both the Projects.
 - (ii) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial - years immediately preceding the Bid Due Date. The information should be furnished as per the Format specified in Appendix III and Appendix V of this RFP.
 - (iii) The Bidder is required to furnish evidence to support its claim of Technical Capacity in the form of work order/completion certificate (in case of completed project) and certificate from statutory auditor as mentioned in notes in Appendix V of this RFP.
 - (iv) In case Bidder is a consortium, cumulative experience of all members of the consortium in the past 5 (five) financial years would be considered as per Clause 3.1.2 and Appendix III.

3.1.3. Financial Capacity:

- a. The applicant shall have the following minimum Net Worth (the “**Financial Capacity**”) as on March 31, 2020 for each of the Project the Bidder is applying; in case the Bidder is applying for both the Projects, the Bidder needs to meet cumulative Net Worth for both the Project :
 - (i) Net Worth required for applying for Project 1: **INR 112 Crores**
 - (ii) Net Worth required for applying for Project 2: **INR 26 Crores**
 - (iii) Net Worth required for applying for Project 1 and Project 2: **INR 138 Crores**
- For the purpose of considering the Financial Capacity of the prospective Bidder, the Net Worth of the all the members in the Consortium would be considered. The estimation of Net Worth would be as per the following illustrative cases.
 - i. **Case 1:** Bidder A (Lead Member), Bidder B (Other Member 1) and Bidder C (Other Member 2) submit bid in a consortium.

Net Worth of Consortium = 0.5*Net Worth of Bidder A + 0.25* Net Worth of Bidder

$B + 0.25 * \text{Net Worth of Bidder C}$

- ii. **Case 2:** Bidder A (Lead Member) and Bidder B (Other Member 1) submit bid in a consortium.

Net Worth of Consortium = $0.5 * \text{Net Worth of Bidder A} + 0.5 * \text{Net Worth of Bidder B}$

- iii. **Case 3:** Bidder A (Single Bidder) submit bid

Net Worth = Net Worth of Bidder A

The Bidder should furnish details related to Net Worth as per Appendix IV of the RFP

- 3.1.4. Bidder (in case of a Single Entity) / Consortium Member (in case of Consortium) should have never been Blacklisted or had its contract terminated by any Government Agency in India. A declaration from the Bidder/Consortium in this regard in the form of a duly notarized affidavit shall be submitted by the Bidder as per Appendix VI of this RFP.
- 3.1.5. The Bidder (in case of Single Entity) / Consortium Members (in case of Consortium) must have a GST registration Number and the same needs to be furnished as part of the Technical Bid.
- 3.1.6. In computing the Technical and Financial Capacity of the Applicant/Consortium Members under Clause 3.1.2 and 3.1.3, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purpose of this RfP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ 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.

Note:

- a) For the purpose of Clause 3.1.1 above, the Bidder/ Consortium Members must submit its Certificate of Incorporation/ registration issued by the Registrar of Companies along with duly attested copies of its Charter Documents including MoA and AoA.
- b) For the purpose of Clause 3.1.3, the Bidder must submit Audited Financial Statements. In case the audited financial statement of FY 2019-20 is not available with the Bidder then it can provide a provisional financial statement either self-certified/certified by the Statutory Auditor of the Bidder/ Consortium Member. However, in case the Bidder emerges as the Selected Bidder then it shall provide its audited financial statement within 60 (sixty) days from the date of execution of the Concession Agreement.
- c) Bidder/ Consortium Members shall also submit details of all ongoing litigations of the company. Any non-disclosure shall result in forfeit of Bid Security and rejection of Bid.
- d) In case the Bidder is a Consortium, then it shall be additionally required to fulfill the following requirements :
- (i) Number of Members in a Consortium shall not exceed 3 (three);
 - (ii) The Bid should contain the information required for each Member of the Consortium;
 - (iii) Members of the Consortium shall nominate 1 (one) member as the Lead Member who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV, as per format mentioned in Appendix VII of the RFP.

The nomination(s) shall be supported by a Power of Attorney authorizing a person to sign bid as per the format enclosed in Appendix VIII, signed by all the members of the Consortium.

- (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, operation and management obligations;
- (v) All the consortium members, as the case may be, would need to submit their annual turnover for Financial Capability evaluation by submitting their audited financial statements for the last 3 (three) financial years ending 31.03.2020 (i.e, FY 2017-18, FY 2018-19 and FY 2019-20);
- (vi) A member of one consortium cannot be a member of another Consortium for the purpose of this Bid and also cannot submit a Bid as a single bidder;
- (vii) Members of the Consortium shall enter into a Joint Bidding Agreement prior to submission of its Bid. The said Joint Bidding Agreement shall also be furnished along with the Bid as per Appendix X provided in this RFP. The joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (a) Convey the Award to incorporate the SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - (b) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (c) Commit the minimum equity stake to be held by each member;
 - (d) Commit that each of the Members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such Member shall for a period of five years from the Commercial Operations Date of the Project hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV;
 - (e) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of the Commercial Operations Date in accordance with the provisions of the Concession Agreement;
 - (f) Include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the SPV in relation to the Project until the financial close of the Project is achieved in accordance with the Concession Agreement.

Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

3.2. Fees to be Paid by Bidder

3.2.1. Bid Security

- 3.2.1.1 The Bid shall be accompanied by a Bid Security of amount **INR 4.49 Crore**(Rupees Four Crore and Forty Nine Lakhs only) in case applying for Project 1 and of amount **INR 1.06 Crore** (Rupees One Crore and Six Lakhs only) in case applying for Project 2 and pledged in favour of "**Managing Director, PIDB**" in the form of a Demand Draft or Bank Guarantee from a scheduled bank payable at "**Chandigarh**". In case the Bidder submits Bid Security in the form of Bank Guarantee, the same needs to be submitted in the format mentioned in Appendix XI of this RFP.

- 3.2.1.2 In case the Bidder is submitting Bids for both the Projects (Project- 1 and Project – 2), two separate Bid Securities for the aforesaid amounts either in form of Demand Draft and Bank Guarantee have to be submitted as per Clause 3.2.1.1.
- 3.2.1.3 Bid Security of only H1, H2 and H3 bidders would be retained till the Concession Agreement is signed between the Selected Bidder and the Authority. The Bid Security of the H1, H2 and H3 will be returned within 30 (thirty) days of the signing of the Concession Agreement. The Bid Security of the other Bidders would be returned within 30 (thirty) days of the issuance of LoA.
- 3.2.1.4 Any Bid submitted without the BID SECURITY in the form as specified in the RFP document shall be summarily rejected.
- 3.2.1.5 The Bid Security shall be forfeited by the Authority in the following cases:
 - a) If the Bidder withdraws its Bid after Bid Due Date & during the Bid Validity Period.
 - b) Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 5 of the RFP
 - c) Non submission of Performance Security as per the provision of RFP.
 - d) In case the Bidder has submitted a conditional Bid.
 - e) In case the Bidder refuses to accept/ acknowledge the Letter of Award (LoA).
 - f) In case of a successful bidder, unable to sign the Concession Agreement within 30 (thirty) days from the issuance of LoA
 - g) Any other conditions as specified in this RFP document.

Note:

The Bid Security of all the Bidders will be returned without payment of any interest.

3.2.2. Performance Security

a) Construction Period Performance Security:

- i. The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority prior to signing of the Concession Agreement, an irrevocable and unconditional Bank guarantee, towards the Performance Security for Construction Period separately for Project 1 and Project 2 depending on the Project the Bidder is selected for, on or prior to signing of the Concession Agreement. In case both the Projects are awarded to a same Selected Bidder, then in such case, the Performance Security shall be provided by such Selected Bidder/ Concessionaire separately for Project 1 and Project 2.
- ii. The Performance Security amount would be equal to 5% of Capital Cost of Project 1 if Bidder is selected for Project 1 and 5% of Capital Cost of Project 2 if Bidder is selected for Project 2.
- iii. The initial validity of Performance Security would be for 1 (one) year and would have to be renewed at the end of each year of construction period.

b) Operation and Maintenance Period Performance Security:

- i. The Selected Bidder shall for the performance of its obligations during the Operation and Maintenance Period (O&M Period) provide to the Authority on achievement of Commercial Operations Date (COD), an O&M Period Performance Security in the form of an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 3% of the Capital Cost of Project 1 if Bidder is selected for Project 1 and 3% of the Capital Cost of Project 2 if Bidder is selected for Project 2. In case both the Concessionaire for both the Projects is same, then in such case, the Performance Security shall be provided by such Concessionaire separately for Project 1 and Project 2
- ii. The amount of O&M Period Performance Security, Bank Guarantee as specified in Clause

3.2.2 b) ii. above, shall be enhanced by an equal amount as mentioned above every 30 (thirty) years. For example if the Operation & Maintenance Period Performance Security submitted on achievement of COD is INR 10 Crore (Rupees Ten Crore only) then upon commencement of the 30th year from COD, the Concessionaire shall furnish a fresh Operation & Maintenance Period Performance Security for an amount of Rs. 20 Crore (Rupees Twenty Crore only).

3.2.3. Bid Document Fee

- a) The Bidders are required to submit **INR 20,000** (Rupees Twenty Thousand only) (non-refundable, including GST) to be payable in the form of Demand Draft in favour of “**Managing Director, PIDB**” payable at “**Chandigarh**” along with the Bid as non-refundable cost of RFP document.
- b) Single Bid Document Fee has to be provided even if applying for both the Projects.
- c) The Bid Document Fee shall be submitted as Part of Technical Bid in separate sealed cover as specified in Clause 3.14.1 (b). Any Bid not accompanied with Bid Document Fee(s) will be summarily rejected by the Authority as being non-responsive and Bid of such Bidder shall not be evaluated further.

3.2.4. Concession Fee

- a) The Selected Bidder(s)/ Concessionaire(s) shall be required to pay an Annual Concession Fee to the Authority in the form of a lump-sum amount as per the Concession Agreement (the “**Concession Fee**”).
- b) The annual Concession Fee to be paid would be **INR 3.56 Crore** for Project 1 and **INR 2.65 Crore** for Project 2.
- c) The Annual Concession Fee for each of the two Projects would be escalated at the rate of 5% (five percent) cumulative each on an annual basis.
- d) Annual Concession Fee is to be paid as a fixed lumpsum amount. The first of such payment shall become due and payable on the earlier of the two dates:
 - i. the first day of the financial year immediately succeeding the financial year in which COD is achieved.
 - or
 - ii. on the first day of the financial year immediately succeeding the third year from the date of signing of the agreement.

(For instance, if COD is achieved on 20.10.2024 then the first ACF payment would be due on 01.04.2025. In case, signing of agreement is done on 20.10.2021 and the COD which would be due by 20.10.2024 is not achieved, in such case the first ACF payment would be due by 01.04.2025)

3.2.5. Upfront Premium

- a) As part of the Financial Bid, the Bidder would be required to quote the **Upfront Premium** (“**Bid Parameter**”) that it is willing to provide to the Authority. The Bidder who is adjudged responsive and meets the minimum eligibility as per Clause 3.1 of the RFP and who quotes the highest Upfront Premium would be declared as the Selected Bidder
- b) Bidder shall pay the entire Upfront Premium in two equal installments. The first instalment

has to be paid at the signing of the agreement and the second instalment shall be required to be paid within 15 (fifteen) days from the first anniversary of the Effective Date i.e. date of signing of the Agreement.

3.3. One Bid per Bidder

- 3.3.1. Each Bidder shall submit only 1 (one) Bid for each of the Project. Violation of this shall lead to disqualification of the Bidder.

3.4. Bid Preparation and Cost

- 3.4.1. All Bidders will be required to submit a detailed Bid in accordance with the instructions set forth in this RFP document. The cost of preparation of the Proposal and related expenses shall be borne by the Bidders themselves.

3.5. Validity of Bid

- 3.5.1. The Bid shall remain valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date (the “**Bid Validity Period**”). Authority reserves the right to reject any Bid that does not meet this requirement. Bid Validity Period and/or Bid Security shall be extended for a specified additional period at the request of Authority.
- 3.5.2. A Bidder agreeing to the request will not be allowed to modify his Bid, but would be required to extend the validity of his Bid Security for the period of extension.
- 3.5.3. The Bid Validity Period of the successful Bidder shall be extended till the date of execution of the Concession Agreement.

3.6. Right to Reject Bids

- 3.6.1. Authority reserves the right to reject any/all Bids or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder, or create any obligation/liability upon Authority of any type whatsoever.

3.7. Misrepresentation/Fraud/Breach of Terms and Conditions

- 3.7.1. If it is discovered at any point of time even after execution of the Concession Agreement, that the Bidder/Consortium Members has suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by Authority. In such an event, the Bidder / successful Bidder will not be entitled to any compensation whatsoever, or refund of any other amount. The Bidder is also subject to be black listed and the Bid Security forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid prices.

3.8. Conflict of Interest

- 3.8.1. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between 2 (two) Bidders is established through common holding,

either directly or through Associates, of at least 25% (twenty five percent) holding of equity/profit sharing in another company/firm, or in each other.

3.8.2. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

a) the Bidder (including its Member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% (twenty five percent) of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:

- more than 25% (twenty five percent) of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- more than 25% (twenty five percent) of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or Other Bidder, its Member or Associates which is a Proprietorship Firm.

Note:

- i. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2 of the Companies Act, 2013.
- ii. a constituent of such Bidder is also a constituent of another Bidder; or.
- iii. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or

TENDERING PROCEDURE & SCHEDULE

3.9. Pre-bid Meeting

3.9.1. The purpose of the Pre-bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.

3.9.2. The Bidder or his authorized representative is invited to attend the Pre-bid Meeting, which shall take place in Punjab Infrastructure Development Board office, Sector-34, Chandigarh.

3.9.3. The Bidders' designated representatives are invited to attend the Pre-bid meetings at their own cost, to be held on XX/XX/XXXX at XXam in the Office of PIDB.

3.9.4. Bidders are requested to submit their queries in writing latest by one working day prior to Pre-bid Meeting date.

3.10. Amendment of RFP Document

3.10.1. At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of an Addenda. This will be uploaded on the website of Authority and shall be binding upon all the prospective Bidders.

3.11. Preparation and Submission of Bid

3.11.1. The Bidders shall be required to submit the Bid (including both the Technical Proposal and Financial Proposal) in hard copy at the address as mentioned in Clause 3.14 as well as online on eproc.punjab.gov.in website of this RFP. The Bid should be hard bound or

spiral binding form.

- 3.11.2. Each page of the Bid should be serially numbered.
- 3.11.3. All Bids shall be signed by the duly 'Authorized Signatory' of the Bidder. The Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Bid to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- 3.11.4. The Authorized Signatory shall initial each page of the Bid. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Bid, before submission. Further all the pages of the Bid shall be sealed by the Bidder.

3.12. **Language and Currency**

- 3.12.1. The Bid and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by an English translation, and in case of any ambiguity the translation shall prevail.
- 3.12.2. The currency for the purpose of the Bid shall be Indian National Rupees (INR).

3.13. **Bidder's Responsibility**

- 3.13.1. It would be deemed that prior to the submission of the Bid, the Bidder has made a complete and careful examination of:
 - a) The requirements and other information set forth in this RFP document.
 - b) The various aspects of the Project including, but not limited to other matters that might affect the Bidder's performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
- 3.13.2. Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document will be rejected.

3.14. **Sealing and Marking of Bids**

- 3.14.1. The Bid shall be sealed, marked and submitted as explained below:
 - a) Envelope No. 1: Duly marked as "Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab- Bid Security& Bid Document Fee for Project-I (in case of Bidder applying for Project-I)/ Project-II (in case of Bidder applying for Project-II)". In case where the Bidder is applying for both the Projects then the Envelop 1 should be duly marked as "Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab - Bid Security& Bid Document Fee for Project-I and Project-II). It will contain the following:
 - (i) The Bid Security as prescribed in Clause Appendix XI of this RFP
 - (ii) Bid Document Fee in the form of a Demand Draft (Even in case the Bidder submits Bid for both the Projects, only 1 (one) Bid Document Fee needs to be submitted as part of the Bid).
 - b) Envelope No. 2: Duly marked as "**Technical Proposal for Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab for Project-I (in case of Bidder applying for Project-I)/ Project-II (in case of Bidder applying for Project-II) "**". In case where the Bidder is applying for both the Projects then it should submit 1 (one) Technical Proposal for both the Projects in a same envelope. In such case the envelop

should be marked as **“Technical Proposal for Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab for Project-I and Project-II”**. The Technical Proposal shall contain the following:

- i. Letter of Bid (as per Appendix I);
- ii. General Information on the Bidder (as per Appendix II);
- iii. Details regarding Technical Capacity of the Bidder (as per Appendix III)
- iv. Details regarding Financial Capacity of the Bidder (as per Appendix IV)
- v. Details regarding Eligible Projects (as per Appendix V)
- vi. Declaration by the Bidders on Blacklisting and Termination (Appendix VI)
- vii. Statement of legal capacity (as per Appendix VII)
- viii. Power of Attorney for Signing of Bid (as per Appendix VIII);
- ix. Power of Attorney for Lead Member of Consortium (as per Appendix IX)
- x. Joint Bidding Agreement (as per Appendix X)
- xi. Bid Security in the form of Demand Draft or Bank Guarantee (as per Appendix XI)
- xii. Bid Document Fee as per Clause 3.2.1
- xiii. Details regarding status of Litigation (Appendix XII)
- xiv. Relevant documents confirming the “Minimum Eligibility Criteria” as laid down in Clause 3.1 such as Statutory Auditor’s certificate/ Authority Certificate/ Annual Statement, GST registration certificate, EPF/ESI registration certificate and any other document mentioned;

Note:

- Bids would be considered non-responsive if it does not contain all the documents mentioned above.
- The Technical Proposal shall be submitted in two copies, one clearly marked as **Original** on the top of the envelope and another clearly marked as **Copy** on the top of the envelope.

- c) Envelope No. 3: Duly marked as **“Financial Proposal for Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab for Project-I/Project-II”** and clearly written on the top of the Envelope **“Do Not Open with Technical Proposal”** and shall contain the Financial proposal as per Appendix XIII.
- d) Both the Technical and Financial proposal shall be placed within an Outer Envelope on which it shall be clearly marked:
“RFP for Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab for Project-I (in case of Bidder applying for Project-I)/ Project-II (in case of Bidder applying for Project-II)”.
- e) In case where the Bidder is applying for both the Project, the outer envelope shall clearly mention **“RFP for Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through Private Sector Participation in the State of Punjab for Project 1 & Project 2”** and similarly in Envelope No. 1 and 2.
- f) Financial Proposal shall be submitted separately for each Project.
- g) If the envelope is not sealed and marked, as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the submitted.
- h) The Bids shall be submitted online on the eproc.punjab.gov.in website as well as a copy of the same shall be sent to the below address until Bid Due Date. Bidders

shall submit their Bids by registered post/speed post/courier/hand delivery only so as to reach the designated address by the Bid Due Date. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

Address for submission of Bids: -

To,
Managing Director,
Punjab Infrastructure Development Board
Sector 34, Chandigarh

- i) Any Bids received by the Authority after the Bid Due Date and time will be summarily rejected.

3.15. Opening of Proposals

3.15.1. The Technical Proposals received shall be opened by the Committee constituted by the Authority. The date and time of opening of Technical Proposal is mentioned in this RFP and on eproc.punjab.gov.in website.

3.15.2. Authority reserve the right to reject any Proposal, if:

- (a) The information and documents have not been submitted as requested and in the formats specified in the RFP document.
- (b) There are inconsistencies between the Bid and the supporting documents.
- (c) There are conditions proposed with the Technical and/or Financial Proposals.
- (d) It provides the information with material deviations.
- (e) The Bid Security and/or Bid Document Fee is not submitted along with the hard copy submission.

3.15.3. A material deviation or reservation is one, which:

- (a) Affects in any substantial way, the scope, quality, or performance of the Project, or;
- (b) Limits in any substantial way, or is inconsistent with the RFP document, Authority's rights, or the Bidder's obligations.

3.16. Modification of the Bid submitted

3.16.1. Any Bidder may modify or withdraw its Bid after submission but prior to the deadline for submission of Bid, provided that Authority receives in time the written notice of the modification or withdrawal. The responsibility of submitting the modified Bid, within the deadline for submission of Bid will rest solely with the Bidder.

3.16.2. No Bidder shall be allowed to modify its Bid after the deadline for submissions. Bidder shall be allowed to modify the bid after the last date, only if the same is requested by Authority, to accommodate clarifications on the Bid submitted, subject to the Bid substantially conforming to the requirements of this solicitation.

3.16.3. In the event of withdrawal of a Bid by any Bidder within the validity period, the Bid Security submitted by the Bidder shall stand forfeited.

3.17. Evaluation of Bids

The evaluation of Bids will be conducted in 2 (two) steps as explained below:

3.17.1. Step-I: Opening of Technical Proposal

- (a) The Bid Security and Bid Document Fee shall be checked. Proposals without the appropriate Bid Security and Bid Document Fee shall be considered non-responsive and shall be rejected.
- (b) All other documents required as per Clause 3.14 would be checked for

- responsiveness.
- (c) Then the Minimum Eligibility Criteria of the Applicant shall be checked. The Proposals not meeting the Minimum eligibility criteria, as per Clause 3.1, shall be considered non-responsive and shall be rejected.
 - (d) All the Bidders, meeting the requirements of Step-I of the evaluation will be considered for the next stage of the bidding.

3.17.2. Step-II-Opening of Financial Proposal

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Authority shall notify those Bidders whose documents were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened. The Financial Proposals of technically unqualified Bidders will be returned unopened. The Authority shall simultaneously notify in writing those Bidders through e-mails that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date shall allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice and expenses.
- (b) Financial bid of technically qualified bidders would be opened. The technically qualified bidder who quotes the highest Upfront Premium shall ordinarily be declared as the Selected Bidder ("**Selected Bidder**") (H1). 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.
- (c) In the event that 2(two) or more Bidders quote the same amount of the Premium (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- (d) 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.
- (e) In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified above, 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 provided, however, that in such Third Round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.

- (f) 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, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA.
- (g) After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Concession Agreement within the period prescribed in Clause 1.6. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession agreement.
- (h) The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the Financial Proposal formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
 - a) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
 - b) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
 - c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.
 - i. The Bids (Financial Proposal and Technical Proposal) should be unconditional and any condition attached with the Proposal(s) shall result in the rejection of the proposal.
 - ii. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal

3.18. Confidentiality

- 3.18.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. Authority will treat all information submitted as part of all Bids

confidential and will insist that all those who have access to such material also treat it in confidence. Authority shall not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to Statutory Compliances.

4. Negotiation

4.1. The H1 Bidder may be invited for negotiations with the Authority. The negotiations will be held with the H1 Bidder's authorized representative at the date and address as intimated to the H1 Bidder. The negotiations will be for re-confirming the obligations of the H1 Bidder under the Contract and the RFP and finalising the detailed work plan and deliverables.

4.1.1. Technical Negotiations:

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Authority's inputs, deployment of the Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the H1/H2/H3 applicant, as the case may be. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract.

5. Corrupt and Fraudulent Practice

For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for example, 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 Concession agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession agreement and till the period of 1 (one) years from the date of signing of the Concession agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession 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.

6. Formation of a Special Purpose Vehicle (SPV)company by Selected Bidder

- 6.1. The Selected Bidder needs to form a Special Purpose Vehicle (SPV) Company, prior to the signing of the Concession Agreement.

Appendix I

Letter of Application

(To be submitted on Bidder's letter head and signed by the Bidder's Authorized Signatory)

Date:

To,
Managing Director
Punjab Infrastructure Development Board,
SCO 33-35, Sector 34A,
Chandigarh - 160022

Subject: Request for Proposal for "Development of International Standard Tourism Theme Destination for Ranjit Sagar Dam through PPP for *Project 1 /Project 2/Project 1 and 2*"

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the RFP Document for bidding for the "Development of International Standard Tourism Theme Destination for Ranjit Sagar Dam through PPP for Project 1 /Project 2/Project 1 and 2" project, and we certify that all information provided in the RfP document and in Annexures I to XIII is true and correct; nothing has been omitted which renders such information misleading.
2. Our Technical and Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted.
3. The Bid Document Cost of Rs. XX/- (Rs. XX only) has been submitted through Demand Draft No..... Dated. __/__/____.
4. The Bid Security of Rs..... (Rupees)has been submitted in the form of Bank Guarantee/Demand Draft, dated. __/__/____ payable at Chandigarh [pledged]in favour of "XX"
5. I/We acknowledge the right of 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/We certify that, we/any of the Consortium Members or our/their Associates 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/We declare that:
 - (a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 3.8 of the RFP document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in Clause 5 of the RFP document.
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of 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/We believe that we meet the Technical Criteria, Financial Criteria and meet all the other requirement as specified in the RFP document and are qualified to submit a Bid.
 9. I/We declare that we/any member of the Consortium or our/its Associates are not a Member of a/any other Consortium applying for this project.
 10. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium 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 moral sense of community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium 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/We further certify that no investigation by a regulating authority is pending either against us/any Member of the Consortium or against our/their Associates or against our CEO or any of our directors/managers/employees.
 13. I/We undertake that in case due to any change in facts or circumstances during the Bidding process, we are attracted by the provisions of disqualifications in terms of the provisions of the RfP, we shall intimate the Authority of the same immediately.
 14. The Statement of Legal Capacity as per format provided in Appendix VII of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided in Appendix VIII and IX respectively of the RFP, are also enclosed.
 15. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
 16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 17. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
 18. I/We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close on accordance with the Concession Agreement.
 19. I/We, the undersigned declare the statements made and the information provided in the duly completed application forms submitted, as complete, true and correct in every detail.
 20. I/We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Bid. We have also visited the site/roads for the assessment and have made our own due diligence and assessment regarding the Project.

21. I/We agree to keep our Bid valid for 180 (One Hundred Eighty) days from the Bid Due Date and not to make any modifications in its terms and conditions not acceptable to Authority. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
22. This Bid is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Authority. We agree that, without prejudice to any other right or remedy, Authority shall be at liberty to forfeit the said Bid Security absolutely.
23. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

Place:
signatory)

(Signature & full name Authorized

Name and seal of Bidder

Appendix II

General Information of the Bidder

1. Bidder's Information:
 - (a) Name of the firm:
 - (b) Country of Incorporation/Registration:
 - (c) Date of incorporation and/or commencement of business
 - (d) Address of Corporate Headquarters and its branch office(s), if any, in India:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of Authorized Signatory:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) Fax Number:
 - (g) E-Mail Address:
4. In case of Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Appendix X should be attached to the Application
 - (c) Information regarding the role of each Member should be provided as per table below:

| Sl. No. | Name of Member | Role ² | Percentage of equity in the Consortium ^{SS} |
|---------|----------------|-------------------|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |

-
-
-
- (d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/member of Consortium:

| No. | Criteria | Yes | No |
|-----|--|-----|----|
| 1. | Has the Bidder/constituent of the Consortium been barred by the Central/State Government, or any entity controlled by it, participating in any project (BOT or otherwise)? | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of submission of the Bid? | | |

²Lead or Consortium Member

| | | | |
|----|--|--|--|
| 3. | Has the Bidder/constituent of the Consortium 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 three years? | | |
|----|--|--|--|

5. A statement by the Bidder and each of the Members of its Consortium (where applicable) 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):

To be enclosed:

1. Documents certifying Bidder's legal status/ Certificate of incorporation /registration (duly certified/notarized).
2. Latest organization profiles, etc. (duly certified/notarized, wherever possible).
3. AoA and MoA of the organization
4. Other supporting documents.

Appendix III

Technical Capacity

| Bidder type [#] | Member Code [¥] | Project Code ^{¥¥} | Experience as per Clause 3.12 (Payment received/made for construction, payments made for development of PPP projects and revenues appropriated in INR Crore) (4) |
|---|--------------------------|----------------------------|---|
| (1) | (2) | (3) | |
| Single entity Bidder / Lead Member | | A | |
| | | B | |
| | | C | |
| | | D | |
| Consortium Member 1 (if any) | | 1a | |
| | | 1b | |
| | | 1c | |
| | | 1d | |
| Consortium Member 2 (if any) | | | |
| | | | |
| | | | |
| | | | |
| Aggregate Technical Capacity (INR Crore) ^{££} | | | |

[#]An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2., shall be provided.

[¥]Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and Other Member

^{¥¥}Refer Appendix-V. Add more rows if necessary.

^{§§} For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (seventy) 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.

££The Technical Capacity is the sum total of the Experience for such Eligible Projects of the Bidder as per column (4).

Appendix IV
Financial capacity of the Bidder

| Bidder type ^{§§} | Member Code [£] | Net Worth (in INR Crore) |
|----------------------------------|--------------------------|-----------------------------|
| (1) | (2) | |
| Single entity Bidder/Lead Member | | |
| | | |
| Consortium Member 1 (if any) | | |
| | | |
| Consortium Member 2 (if any) | | |
| | | |
| TOTAL Net Worth | | |

Name & address of Bidder's Bankers:

[§]For conversion of other currencies into rupees, see notes below Appendix-III.

^{§§}A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£]For Member Code, see notes below Appendix-III.

Instructions:

1. Total Net Worth would be estimated as per Clause 3.1.3.
2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (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).
3. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder

Appendix V

Details of Eligible Projects

Project Code:

Member Code:

| Item (1) | Particulars of the Project (2) |
|---|-----------------------------------|
| Title & nature of the project | |
| Area (in acres) or Number of hotel/ resort rooms | |
| Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated | |
| Entity for which the project was constructed/ developed | |
| Location | |
| Estimated Project cost | |
| Date of commencement of project/ contract | |
| Date of completion/ commissioning | |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No) | |

Notes:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.1 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM 1 means Other Member 1, OM 2 means Other Member 2 and OM3 means Other Member 3.
5. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 3.2.
6. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
7. Certificate from the Bidder's statutory auditor or its respective Authority must be furnished as per formats above for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

Appendix VI

Format for Declaration by the Bidders on Blacklisting and Termination

(To be submitted on bidder's letter head duly signed by authorize signatory)

I/We hereby declare that I/we including our subsidiary or associate companies have never been Blacklisted or Terminated by Authority or any other Government Agency in India.

Signature and Seal of the Bidder:

Appendix VII

Statement of Legal Capacity

Ref.

Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* 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 VIII

**Power of Attorney for Signing of Bid
(On Requisite Stamp Paper)**

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 / the Lead Member of the Consortium 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 "....." (hereinafter referred to as the "Project") proposed or being developed by the, (the "Authority") including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the Concession 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 Concession 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 OF2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Person identified by me/ personally appeared before me / signed before me/ Attested / Authenticated*

(* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : _____

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Authority 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate*

Appendix IX
Power of Attorney for Lead Member of Consortium
(To be executed on Stamp Paper of appropriate value)

Whereas, the (the “**Authority**”) has invited Bids, from qualified parties for “.....”, (the “**Project**”).

Whereas, _____, _____, and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Authority 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 Appostille certificate*

Appendix X
Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... } having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... } having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {.....} having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}*

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Proposal dated(the “**RFP**”) for selection of Bidders for ‘..... (the “**Project**”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

*The number of Parties will be shown here, as applicable, subject to a maximum of 3 (three).

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associate.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Companies Act 2013 for entering into a Concession agreement with the Authority and for performing all its obligations as the Contractor in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be _____ {and
- c) Party of the Third Part shall be _____ }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document and the Concession agreement.

6. Shareholding in the SPV

6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:
Second Party:
{Third Party:}

The Parties undertake that the members in the consortium shall hold equity as per the terms of this RFP and also comply with the enumerations which are as follows:

- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation date (COD) of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP. Lead member should have a minimum 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV till 5th anniversary of COD.
- 6.3. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

- 6.4. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Authority resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the Memorandum and Articles of Association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1. This Joint Bidding Agreement shall be governed by laws of India.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND
DELIVERED

For and on behalf of

SIGNED, SEALED AND
DELIVERED

For and on behalf of

SIGNED, SEALED AND
DELIVERED

For and on behalf of

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.

Appendix XI

Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you,, having its 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 registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “**Development of International Standard Tourism Theme Destination for Ranjit Sagar Dam through PPP for Project 1 /Project 2**” (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 concession 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 3.2.1 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 Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment 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 fulfil 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 Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period

of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the 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 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 fulfilment 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, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore 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 180 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)

Appendix XII

Details regarding status of Litigation

(To be submitted on agencies letter head and signed by the Bidder's Authorized Signatory)

| Sl. No. | Name | Forum and Counterparty | Brief Description of the matter | Estimated financial liability | Current Status of Litigation | Orders passed against the Bidder |
|----------------|-------------|-------------------------------|--|--------------------------------------|-------------------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Authorized Signatory:

Designation:

Place:

Date:

Appendix XIII
Financial Proposal

Dated:

To,

Managing Director
Punjab Infrastructure Development Board,
SCO 33-35, Sector 34A,
Chandigarh - 160022

Sub: Financial Proposal for **“Development of International Standard Tourism Theme Destination at Ranjit Sagar Dam through PPP” for Project 1/Project 2**

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer for the development, finance and construction of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We 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/ We certify that in the last 3 (three) years, we/ any of the Consortium Members[£] or our/ their Associates 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/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 3.8 of the RFP document; and

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We 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.
 9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.[£]
 14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 15. In the event of my/ our being declared as the Selected Bidder, I/we agree to

[£] 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.

enter into a Concession agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date.

16. I/ We 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 Concession agreement, we shall have no claim, right or title arising out of any documents or 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 Project.
17. I/ We offer a Bid Security of Rs..... (Rupees only) to the Authority in accordance with the RFP Document.
18. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
20. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Concession agreement till occurrence of Financial Close in accordance with the Concession agreement.}
21. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession agreement:

| Project | Upfront Premium |
|---------------------------------------|-----------------|
| Project 1 (if applying for Project 1) | INR : |
| Project 2 (if applying for Project2) | INR : |

22. I/we agree that in addition to the Upfront Premium to be paid, we would be required to pay an Annual Concession Fee of INR 3.56 Crore for Project 1 and INR 2.65 Crore for Project 2 with an annual escalation of 5% as per provisions of Clause 3.2.4 of the Request for Proposal document.
22. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Note:

- Separate Financial Proposals need to be submitted for each of the Project. In case the bidder is applying for both the Projects, separate Financial Proposal needs to be submitted for Project 1 and Project 2.