

Development of Glow Garden at Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) Basis through PPP mode

TAMIL NADU TOURISM DEVELOPMENT CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)



**Development of Glow Garden at Maragatha Poonga,
Mamallapuram on Design, Build, Finance, Operate and Transfer
(DBFOT) Basis through PPP mode**

August 2022

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Development of Glow Garden at Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) Basis through PPP mode

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mode**

REQUEST FOR PROPOSAL

VOLUME I – INSTRUCTIONS TO BIDDERS

August 2022

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their 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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the “**Proposal**”). 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 this RFP may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and cannot 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 in this Bidding 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 in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. 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 Proposal, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 An ancient port with a flourishing maritime trade, Mamallapuram or Mahabalipuram is situated on the shore of the Bay of Bengal. It was the chief sea port of the Pallavas who ruled over South India from the 1st century BC to 8th century AD and is recognized as the site of some of the greatest architectural and sculptural achievements in India. Under the reign of the Narasimha Varman, this seaport began to grow as a great artistic centre. Mamallapuram is a UNESCO world heritage site, and a testimonial to the early Dravidian style of architecture.
- 1.1.2 Mamallapuram is a high tourist footfall site. However, there is limited engagement for tourists post sunset. The location of the site and its popularity can be leveraged to develop the site as an iconic recreational tourist site. It is endeavored to develop a LED Glow Garden at Maragatha Poonga to augment the tourist attractions in the state.
- 1.1.3 Tamil Nadu Tourism Development Corporation (TTDC) Limited (the “**Authority**” or “**TTDC**”) is a state government corporation, which is involved in development and promotion of tourism in Tamil Nadu. The aim of the TTDC is to provide state-of-the-art tourism infrastructure to the tourists visiting Tamil Nadu. TTDC owns sizable transport fleet and operates tour packages. TTDC has a chain of Hotels, Boathouses, Restaurants spread across Tamil Nadu at all major tourist destinations in addition to hosting various fairs and festivals.
- 1.1.4 TTDC, with a view to enhance the tourists experience, intends to undertake the Development of Glow Garden in Maragatha Poonga, Mamallapuram (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, to competent entity/entities for a period of 10 (ten) years (“**Agreement Period**” or “**Concession Period**”). The agreement period of 10 years includes the 4-month period for development of the Glow Garden. The Agreement period is extendable for a further period of 5 years based on mutually accepted terms between the Authority and the Selected Bidder at the end of the initial Concession Period.
- 1.1.5 The Authority intends to select suitable entity/entities through a competitive bidding process to undertake the Project (hereinafter referred to as “**Operator**”). The Authority will enter into a Concession Agreement with the Selected Bidder in the format provided as **Volume II** of this Bidding Documents.
- 1.1.6 The Authority has decided to carry out the Competitive Bidding process for Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis and bidders are allowed to bid for the Project.
- 1.1.7 The Project scope will include development of the Glow Garden and the operation and maintenance of the Glow Garden for the Agreement Period as per the scope specified in Schedule B of the Concession Agreement. The Selected Bidder is expected to establish and operationalise the Glow Garden within four months from the date of signing of Concession Agreement.
- 1.1.8 The project will include the following components:
- Glow Park with various attractive elements like backlit 3D Animals, Glowing Trees, LED Flowers, Sound & other decorative elements
 - Small Amusement Rides for children such as Carousel Wheel, Bumper Car, Umbrella Flying Chair, Motorcycle racing, Mini Ferris Wheel, Trampoline, etc.
 - 5D Mini Cinema Theater and other attractions
 - Food Court to serve quality food & beverages to the visiting families

The estimated Project Cost is Rs. 8 Crores.

- 1.1.9 The obligations to be fulfilled by the Selected Bidder are as below:
- i. Develop, Operate, Maintain and fulfil all obligations related to the Project as per terms proposed in the concession Agreement.
 - ii. The Selected Bidder will be required to obtain and maintain all the applicable statutory approvals and clearances for installation, operation and maintenance of the project throughout the Project Period as per terms of the Concession Agreement.
 - iii. The Bidder has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
 - iv. The concept plan and design should be presented to TTDC for approval prior to commencement of development.
 - v. In case, operation of the Project is not achieved by the Successful Bidder in 4 (Four Months) from the date of signing of Agreement, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.
 - vi. TTDC or its authorised agencies shall inspect the facilities anytime to check compliance with the conditions specified in the RFP & Agreement, Safety & Secure and general condition of the maintenance from time to time and can take appropriate action in case the facilities are not operational in accordance with the terms of the Agreement.
 - vii. In case, the operations of the facility are closed for more than three (3) months, the Selected Bidder shall inform the reasons to the Authority, else Authority may initiate appropriate action in this regard.
 - viii. The Selected Bidder must transfer the Project to the Authority as per terms contained in the Concession Agreement.
- 1.1.10 The statements and explanations contained in this Request for Proposal are intended to provide proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the draft Concession Agreement or the Authority's right to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I - Instructions to Bidders are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.11 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to select the successful bidder for the Project ("Selected Bidder / **Successful Bidder**").
- 1.1.12 The Bidder is required to pay a non-refundable amount of Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred only) inclusive of GST in the form of Demand Draft in favour of Tamil Nadu Tourism Development Corporation Limited, Chennai drawn from any Scheduled Bank in India towards the cost of each Bidding Document. The Bidder is required to submit Demand Draft for the Selection of Operator for Establishment, Operation and Maintenance of Glow Garden at Maragatha Poonga on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode along with the Proposal in the manner set out in Clause 2.12.2 of this RFP document. The Proposal shall be summarily rejected if it is not accompanied by the cost of the Bidding Document.

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two envelop bidding process (the "**Bidding Process**")

for award of the Project and invites proposals (“**Proposal**”) from eligible entities (“**Bidders**”), for the Project in accordance with the terms of this RFP.

- 1.2.2 The Bidders are requested to submit their Proposals in accordance with the terms of the RFP Document. The Proposal shall be valid for a period not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Proposals (the “**Proposal Due Date**”).
- 1.2.3 The Bidding Documents include the Request for Proposal comprising of Instructions to Bidders (ITB) and the draft Concession Agreement for the Project (collectively the “**Bidding Documents**”). The Bidding Documents and any addenda/corrigenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidder is required to submit the Proposal for Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode. The Bidders are required to deposit, along with its Proposal, bid security amount as mentioned in the table below (“**Bid Security**”) for the Project, in the form of Demand Draft issued by a Scheduled Bank in India, drawn in favour of Tamil Nadu Tourism Development Corporation Limited, Chennai. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security.

Sl. No.	Name and Location of the Project	Bid Security (Rs. in lakhs)
1	Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode	Rs.8,00,000/-

- 1.2.5 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their Proposal for award of the Project. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the proposed Project facilities before submitting their Proposals.
- 1.2.6 Bidders would need to submit proposal for Development of Glow Garden at Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) Basis through PPP mode. Proposal shall comprise of the following sets of documents:
- Technical Proposal comprising the documents specified in Clause 2.12.2; and
 - Financial Proposal in the format provided at Appendix F. The Financial Proposal shall clearly indicate the amount both in figures and words, in Indian Rupees.
- 1.2.7 Financial Proposal is invited on the basis of the Revenue Share (“**Revenue Share**”) exclusive of GST to be offered by a Bidder for operating the facilities.

As part of the Financial Proposal, the Bidder is required to quote the Monthly Revenue Share over and above the reserve price of 12% of the gross revenue (“**Revenue Share**”) exclusive of GST in the format provided at Appendix F. GST will be paid extra as applicable every year.

The Monthly Revenue Share (the “**Revenue Share**”) to be quoted and payable by the successful bidder is as below:

Sl. No.	Name and Location of The Project	Minimum Monthly fee / Revenue Share
1	<p>Development of Glow Garden at Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) Basis through PPP mode</p> <p>Area Details attached in Annexure I</p>	<p>Minimum assured price payable by selected bidder per month is Rs. 2,00,000 /- which shall be enhanced by 5% year on year basis.</p> <p>The bidding criteria is to quote over and above the reserve price of 12% of the gross revenue. The Revenue Share shall be paid from 1st year to 10th year of Concession Period, on monthly basis as per the terms stipulated in the RFP. The Revenue share % must be a whole number and cannot be a fraction.</p> <p>The selected bidder has to pay either quoted percentage higher than the 12% of the Gross Revenue or minimum assured amount of Rs.2,00,000/- (including the increment), whichever is higher in any particular month.</p> <p>Applicable GST on the above shall also be paid by the selected bidder</p>

The above minimum monthly fee / Revenue Share is exclusive of GST during the tenure of the operations. The Bidder shall submit proposal for the Development of Glow Garden at Maragatha Poonga, Mamallapuram through Design, Build, Finance, Operate and Transfer (DBFOT) Basis through PPP mode and quote the Revenue share not less than **12% of the gross revenue (“Reserve Price”)**. Only the Financial Proposal, which are not less than the Reserve Price, shall be considered for evaluation. The Authority shall reject all the Proposals being less than the Reserve Price.

The Revenue Share shall constitute the sole criteria for evaluation of Financial Proposals. The Project will be awarded to the Bidder quoting the highest Revenue Share % for undertaking the Project. Following are the other terms:

- a) There will be 04 (four) month moratorium on payment of Revenue Share (Monthly Fee) from the date of signing of Agreement for the development of the Project.
- b) The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the fifth month of execution of the Concession Agreement or the Commercial Operation Date of the Project, whichever is earlier as per terms provided in the Concession Agreement.
- c) The Revenue Share shall be paid from 1st year to 10th year of Concession Period on monthly basis as per the terms stipulated in the RFP. Every month, the selected bidder shall submit revenue collection statement duly certified by a Qualified Chartered Accountant. TTDC officials or its authorised persons have the right to inspect the books

of the operators any time to verify the monthly revenues and functioning / operations of activities.

Gross Revenue means all revenues collected by the Selected Bidder for all the activities and amenities developed in the project site, excluding any GST collected by the operator from the customers. The revenue shall include all charges levied by the Operator.

The selected bidder shall also open a separate bank account for this project before signing the agreement and ensure that all the revenues on this project shall accrue to that account.

- d) The Revenue Share (Monthly Fee) shall be payable to the Authority monthly payments in accordance with the terms of the Concession Agreement.
- e) Operator shall not be entitled to seek any reduction of Revenue Share (Monthly Fee), claim, damages, compensation or any other consideration from the Authority on account of any reason except the force majeure clause as applicable.
- f) Operator shall adhere to the format to be provided by the Authority to furnish the Revenue Share (Monthly Fee) payment details.
- g) Any applicable taxes including Property Tax, if any shall be paid by the Operator.

The Bidder shall submit bid (Financial Proposal) to offer their quote. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Revenue to the Authority for the Project.

1.2.8 The details of the process to be followed in the Bidding Process and the terms thereof are spelt out in this RFP.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Particulars	Date
Date and time for getting tender documents	09/09/2022 up to 5:00 PM
Last date for submission of Proposals (“ Proposal Due Date ”)	13/09/2022 up to 3.00 PM
Pre-bid Meeting	24/08/2022 by 11:30 AM
Date and time of opening of Technical Proposal	13/09/2022 at 3.30 PM Venue: Tamil Nadu Tourism Development Corporation Limited Tourism Complex, No.2, Wallajah Road, Triplicane, Chennai-600 002.
Date and time of opening of Financial Proposals	Will be intimated to the shortlisted bidders
Address for communication	The Managing Director Tamil Nadu Tourism Development Corporation Limited Tourism Complex, No.2, Wallajah Road, Triplicane, Chennai-600 002.

	Tel No: 044-25333444, 25333333, Website: www.tamilnadutourism.tn.gov.in Email: pe.ttdc@gmail.com , ttdc.chennai@gmail.com
Validity of Proposals	180 days from the Proposal Due Date

2. INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

2.1.1 For determining the eligibility of the Bidders, the following conditions are required to be satisfied (the “**Qualification Criteria**”):

- (a) The Bidder may be a single entity (the “Single Business Entity”) or a group of entities (“Consortium”).
- (b) In case the Bidder is a Consortium, it shall comply with the following requirements:
 - i. Number of members in a Consortium shall not exceed 2 (two);
 - ii. The Bid should contain the information required for each member of the Consortium
 - iii. members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-H, signed by all the other 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 and O&M obligations
 - v. an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP
 - vi. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-G (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid.

For the purpose of this RFP document, Single Business Entity shall mean a company incorporated under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered under the Proprietorship Act, 1908.

If the Bidder is:

- i. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A registered partnership firm, it should furnish copy of the registration certificate under the registrar of firms and copy of the partnership deed executed between the partners as a proof of identity.
 - iii. A registered LLP, it should furnish copy of the registration certificate under the registrar of companies.
 - iv. A sole proprietorship firm, it should furnish copy of either the Sales/GST or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- (c) **Technical Capacity:**
- 1. The Bidder should have a minimum experience of at least 5 years in Lighting Projects (Submit Company Establishment Details)
 - 2. The bidder should have completed at least 2 (Two) Decorative Lighting and Illumination of Gardens Project with project cost more than Rs. 4 Crores each or at least 1 (one) Decorative Lighting and Illumination of Gardens Project with project

cost of more than Rs. 6.5 Crores, in the last 5 years.

3. The Bidder should have a manufacturing unit in India with facilities like Powder Coating Unit, Integrating Sphere, LED Assembly Unit, Lathe Machine Welding Machine, Laser Cutting Machine etc.
4. The applicant should have a minimum of 2 Project shows for O&M for a minimum completed period of 1 Year from Bid due date
 - a) Technical Capacity of parent/subsidiary/associate company (ies) of the Bidder would also be considered for evaluation.
 - b) For the project experience submitted by the Bidder, the Bidder is required to submit the details as specified in Appendix C along with supporting documents as mentioned therein.
 - c) In case of a consortium, minimum technical capacity shall be collectively satisfied by the members of the consortium.

(d) Financial Capacity:

Bidder should have Minimum **average Annual Turnover of Rs. 5 Crores** (Rupees Five Crores Only) in the past 4 years 2018-19, 2019-20, 2020-21, 2021-22.

For demonstrating the Financial Capacity, the Bidder is required to submit:

- i. Audited annual financial statements of the Bidder for the last five Financial Years.
- ii. Certificate from a Chartered Accountant in the format provided at **Appendix D**.
- iii. Any one member of the consortium shall meet the financial capacity

2.1.2 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s Proposal submission, without prejudice to any other right or remedy that may be available to the Authority hereunder and/ or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. such Bidder and any other Bidder, have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, and in the other Bidder(s) is less than 26% of its paid up and subscribed capital; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- e. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.3 Any entity, which has earlier been barred by the Authority or Government of Tamil Nadu from

participating in its projects, would not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.

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

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes to Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies;
- c. Bidders should demonstrate their Qualification Criteria in accordance with Clause 2.1.1.

2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal for the Project. In this event, if the Bidder submits more than one Proposal, the bidder will be disqualified.

2.3 Proposal Preparation Cost

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

2.4 Project Inspections and Visit to the Project Site

2.4.1 It is desirable that each Bidder submits its Proposal after visiting the project site at their own cost and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.

2.4.2 It would be deemed that by submitting the Proposal for RFP, the Bidder has:

- (a) made a complete and careful examination of terms & conditions / requirements, and other information set forth in this RFP document;
- (b) received all such relevant information as it has requested from the Authority; and
- (c) made a complete and careful examination of various aspects of the Project including but not limited to:
 - i. the site details;
 - ii. existing facilities and the condition;
 - iii. the conditions of the access roads and utilities in the vicinity of the facility;
 - iv. conditions affecting transportation, access, disposal, handling and storage of materials;
 - v. clearances obtained by the Authority for the Project;
 - vi. business potential of proposed project;
 - vii. extent of land in actual possession of the Authority and deviations if any, irrespective of the extent of deviation, from the extent of land details mentioned in this RFP document; and
 - viii. All other matters that might affect the Bidder's performance in accordance with the terms of this RFP document.

2.4.3 The Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5 Right to Accept or Reject any of the Proposals

- 2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.
- 2.5.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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

- (i) invite the remaining Bidders to match the Highest Bidder/submit their Proposals in accordance with the RFP; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOI or execution of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6 Clarification and Amendment of RFP

- 2.6.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda/corrigenda. Any Addendum/corrigendum or responses issued hereunder will be uploaded on the Authority website www.tamilnadutourism.tn.gov.in
- 2.6.2 In order to provide the Bidders a reasonable time to examine the Addendum/corrigendum, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date. Information about extension of the Proposal Due Date will be published on Authority website www.tamilnadutourism.tn.gov.in

2.7 Language

2.7.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal are if in any other language, those should be accompanied by appropriate translations in English language duly certified by a competent person (Statutory Auditor, Chartered Accountant, Company Secretary, or Director of the Company). Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.8 Bid Security

2.8.1 The Bidder should submit as part of its Proposal a Bid Security in the manner set out in Clause 1.2.4.

2.8.2 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.8.3 The Bid Security of the unsuccessful Bidder(s) shall be returned not later than 60 (sixty) days from the date of announcement of the Successful Bidder. The return of Bid Security shall be in the form of demand draft / RTGS / NEFT in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority, give the name and address of the person in whose favour the said demand draft / RTGS / NEFT shall be given by the Authority for refund, failing which it shall be drawn in the name of the Bidder.

2.8.4 The Bid Security shall be forfeited in the following cases:

- (a) If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.15.
- (b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- (c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- (d) If a Bidder engages in a corrupt or undesirable practice.
- (e) If the Revenue Share (Monthly Fee) quoted by Bidder is below the Reserve price (i.e. 12% of the gross revenue) fixed by the Authority.
- (f) In case the Successful Bidder, fails within the specified time limit to:
 - i. sign and return the duplicate copy of LOI;
 - ii. sign the Agreement with the Authority; or
 - iii. furnish the Security Deposit within the prescribed period.

2.9 Validity of Proposal

Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date ("**Proposal Validity Period**"). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

2.10 Extension of Validity of Proposal

2.10.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request Bidders to extend the Proposal Validity Period for a specified additional period.

2.10.2 A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 2.15 but would be required to extend the validity of its Bid Security for the period of extension.

2.10.3 The Successful Bidder shall, where required, extend the Proposal Validity Period until the date

of execution of the Agreement.

2.11 Format and Signing of Proposal

2.11.1 Bidders should submit the Technical Proposal and the Financial Proposal in the manner set out in this Clause 2.11 and Clause 2.12. The Authority would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

2.11.2 Bidders shall prepare one original set of the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly mark as **“TECHNICAL PROPOSAL - ORIGINAL”**.

2.11.3 The Proposals shall be typed or written in indelible ink and signed by the Authorized Representative (the **“Authorized Representative”**) of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed as detailed below:

- (a) by the person holding the signing authority or a duly authorized person holding the Power of Attorney, in case of a Company
- (b) by the person holding the signing authority or a duly authorized person holding the resolution as signing authority, in case of a Partnership Firm or LLP.
- (c) by the proprietor, in case of a sole proprietary firm.
- (d) By the lead member, in case of a consortium.

2.11.4 In case of a Company, if the signing authority is duly authorised person, a Power of Attorney in the format specified in **Appendix E** should be included in the Proposal. In case of a Partnership Firm or LLP, if the signing authority is duly authorised person, the resolution copy as signing authority should be included in the Proposal.

2.12 Sealing and Marking of Proposals

2.12.1 The Bidder shall submit all the documents sought under the RFP, together with the documents mentioned in Clause 2.12.2 in the format provided under the RFP and in the manner specified in Clause 2.12.2.

2.12.2 The Bidder shall submit the Proposal in two separate envelopes comprising the following documents and marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”**

Envelope 1- “TECHNICAL PROPOSAL” comprising the following documents as part of their Proposal.

- (a) Demand Draft towards the cost of the Bidding Document;
- (b) Bid Security;
- (c) Covering Letter-cum-Project Undertaking as per format at **Appendix A**; (to be submitted on letter head)
- (d) Checklist of Submissions as per format at **Appendix A1**;
- (e) Details of Bidder as per the format at **Appendix B** (to be submitted on letter head) along with supporting documents as specified therein. In case of a consortium, details to be submitted for each member of the consortium;
- (f) Technical Capacity of the Bidder as per the format at **Appendix C** (to be submitted on letter head) along with Chartered Accountant certificate and supporting documents

- as specified therein. In case of a consortium, details to be submitted for each member of the consortium;
- (g) Financial Capability of the Bidder as per the format at **Appendix D (to be submitted on letter head)** along with Chartered Accountant certificate and supporting documents as specified therein. In case of a consortium, details to be submitted for each member of the consortium
 - (h) Power of Attorney for signing of Proposal as per the format at **Appendix E;**
 - (i) **Joint Bidding Agreement and Power of Attorney for Lead Member of Consortium (Appendix G and H)**
 - (j) In case of a company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - (k) In case of a registered partnership firm, it should furnish copy of the registration certificate issued by the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
 - (l) In case of a Limited Liability Partnership (LLP), it should furnish copy of the registration certificate issued by the registrar of companies.
 - (m) In case of a sole proprietorship firm, it should furnish copy of either the Sales/GST or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - (n) A copy of the entire bidding document (along with the addendum, if any) duly signed on each page by the authorised signatory of the Bidder. The Bidding Document shall be bound together (Spiral Binding) and the pages shall be numbered serially with proper index. The document shall also have Bidder's stamp on each page along with signature of the authorised representative of the Bidder.

Envelope 2- "FINANCIAL PROPOSAL"

The Financial Proposal consisting of the Bidder's financial offer, which is higher than the Reserve Price (i.e. 12% of the gross revenue) fixed by the Authority, shall be submitted in the prescribed format **Appendix F** on the letterhead of the Bidder and signed by the Authorised Representative.

- 2.12.3 The envelopes specified above shall be placed in an outer envelope, which shall be sealed, clearly indicate the name and address of the Bidder and bear the following identification:

**"Proposal for Development of Glow Garden in Maragatha Poonga,
Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis
through PPP mode"**

- 2.12.4 The envelopes shall be addressed to:

Managing Director
Tamil Nadu Tourism Development Corporation,
Tourism Complex,
No. 2, Wallajah Road,
Chennai, Tamil Nadu 600 002

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

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

2.13 Proposal Due Date

- 2.13.1 The Bidder should submit the Proposal before Proposal Due Date, at the address provided in Clause 2.12.4 in the manner and form as detailed in this RFP.
- 2.13.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all Bidders.

2.14 Late Proposals

Any Proposal received by the Authority after Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Modifications/ Substitution/ Withdrawal of Proposals

- 2.15.1 Bidder may modify, substitute or withdraw its Proposal prior to the Proposal Due Date by written notice of the modification, substitution or withdrawal to the Authority. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.15.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.17 Clarifications

To assist in the process of evaluation of Proposals, the Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

2.18 Consultant(s) or Advisor(s)

To assist the Authority to carry out the Bidding Process, the Authority may appoint consultants or advisors to act as the project advisors to undertake the project development activities inter-alia including preparation of Bidding Documents, Evaluation of the bids and recommendation of the Successful Bidder in terms thereof.

3. EVALUATION PROCESS

3.1 Evaluation Process

Proposals shall be evaluated in the following 3 (three) steps.

- a. **Step 1** - The first step would involve opening of Technical Proposal and a test of responsiveness would be carried out as set out in Clause 3.2.1 of the RFP. Those Proposals found to be substantially responsive would be considered for the next step of evaluation.
- b. **Step 2** - In the second step, evaluation of the Bidders experience comprising Technical Capacity and Financial Capacity ("**Qualification Criteria**") would be undertaken as per Clause 2.1.1 of the RFP document. Bidders who meet the qualification criteria would be considered as qualified bidders (the "**Qualified Bidders**") and shall be considered for the next step of evaluation.
- c. **Step 3** - In the third step, the Financial Proposals of all the Qualified Bidders would be considered for opening. Bidder quoting the Highest Revenue Share (Monthly Fee) in the manner set out in Clause 3.4 shall be declared as the Successful Bidder for the facility.

3.2 Tests of Responsiveness

3.2.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:

- a. is received before the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2.
- b. contains demand draft towards the cost of the Bidding Document.
- c. contains the information, Bid Security and documents as requested in the RFP.
- d. contains information in formats specified in the RFP.
- e. it provides the information in reasonable detail. ("**Reasonable Detail**" means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Bidder). The Authority reserves the right to determine whether the information has been provided in reasonable detail.
- f. there are no inconsistencies between the Proposal and the supporting documents.

3.2.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. 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, inconsistent with the RFP document, the Authority's rights or the Bidder's obligations under the Agreement, or
- c. unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.

3.2.3 Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

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

3.3 Evaluation of Qualification Criteria

- 3.3.1 The Proposals of the Bidders which are found to be responsive as above shall be evaluated to ensure that the Proposals meets the Qualification Criteria specified in Clause 2.1.1.
- 3.3.2 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.3.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.
- 3.3.4 The Proposals of the Bidders which are found to be in conformance with the Qualification Criteria as specified at Clause 2.1.1 shall be declared as qualified bidders (“**Qualified Bidders**”) and shall be considered for opening of the Financial Proposal. Proposals which do not meet these criteria shall be rejected.
- 3.3.5 The Financial Proposals of only the Qualified Bidders shall be considered for further evaluation.

3.4 Evaluation of Financial Proposal

- 3.4.1 The Financial Proposals of only the Qualified Bidders would be opened in the presence of the Bidders(s) / representatives who choose to attend on the date and time as may be intimated to the Qualified Bidders. The Financial Proposal shall consist of Monthly Revenue Share for the Project payable by the Successful Bidder to the Authority for undertaking the Project.
- 3.4.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Monthly Revenue Share shall be the sole parameter for selection of the Bidder for award of the Project. The Bidder quoting the highest Revenue Share over and above the Reserve Price (i.e., **12% of the gross revenue** for the entire Concession Period) would be declared as the Successful Bidder (“**Successful Bidder**”) for the Project.
- 3.4.3 In the event that two or more Bidders quote the same amount in their Financial Proposal (the “**Tie Bidders**”), the Authority shall identify the Successful Bidder by way of ranking of technical feasibility in the following manner -
- Years of experience : 2.5 marks
 - No. of similar projects : 2.5 marks
 - Value of Similar projects completed : 2.5 marks
 - Financial Turnover : 2.5 marks
- 3.4.4 In the event that there is still a tie after 3.4.3, the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.4.5 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 who have offered their quote to revalidate or extend their respective Bid Security, as necessary, and to match the Monthly Fee 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 Successful Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose quoted Monthly Fee was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder.

- 3.4.6 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Financial Proposals (the “**third round of bidding**”) from all Bidders except 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 Financial Proposals, they shall be eligible for submission of fresh Financial Proposals. Provided, however, that in such third round of bidding only such Financial Proposals shall be eligible for consideration, which are higher than the Financial Proposal of the second Highest Bidder in the first round of bidding.

3.5 Letter of Intent (LOI) and Execution of Agreement

- 3.5.1 After selection, a Letter of Intent (“**LOI**”) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. If the duplicate copy of the LOI duly signed by the Successful Bidder is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate Bid Security of such Bidder as mutually agreed genuine loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOI.
- 3.5.2 After acknowledgement of the LOI as previously mentioned, the Successful Bidder shall execute the Concession Agreement within the period of 30 (thirty) days from the issue of LOI. This Agreement is executed in two original copies, each for either Party.

3.6 Security Deposit

- 3.6.1 The Successful Bidder shall, within the date specified in the LOI, submit a Demand Draft from a scheduled bank of an amount equal 5% of the Project Value to the Authority towards security deposit (the “**Performance Security**”) in favour of Tamil Nadu Tourism Development Corporation Limited, Chennai. The Authority shall not be liable to pay any interest on the Security Deposit and the same shall be interest free.
- 3.6.2 Failure of the Successful Bidder to furnish the Security Deposit as specified in Clause 3.6 or enter into an Agreement with the Authority as specified in Clause 3.5.2 would constitute sufficient grounds for the annulment of LOI. In such event, the Authority reserves the right to:
- a. forfeit the Bid Security amount of the Successful Bidder, and
 - b. either invite the Bidder with the next best offer for negotiations, or
 - c. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.6.3 The Authority will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible and, in any case, not later than 60 (sixty) days from the date of announcement of the Successful Bidder.

3.7 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders.

While the Proposals are under consideration, Bidders and/or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorised contact by any means, the Authority and/or their employees/representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. Any attempt by the Bidder causing extraneous pressure on the Authority shall be sufficient reason to disqualify the Bidder.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Article 3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.1.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING

(To be submitted on the Letterhead of the Bidder)

To

The Managing Director
Tamil Nadu Tourism Development Corporation
Tourism Complex,
No. 2, Wallajah Road,
Chennai, Tamil Nadu 600 002

Dear Sir,

Sub: Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode – Submission of Bid -Reg.

With reference to your RFP document dated _____ < Publication Date>, I/We having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the Project. The Proposal is unconditional and unqualified.

- 1 I / we acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
- 2 This statement is made for the express purpose of our selection as Operator for the establishment, operation, maintenance, management and Transfer of the aforesaid Project.
- 3 I / we shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 I / we acknowledge the right of the Authority to reject our Proposal 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.
- 5 I / we certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have any contract terminated by any public authority for breach on our part.
- 6 I / we declare that:
 - a. I / we have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b. I / we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - c. I / we hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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

- d. the undertakings given by us along with the Proposal in response to the RFP for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I/we shall continue to abide by them.
- 7 I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 1.3 of the RFP.
- 8 I / We believe that we satisfy the Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in Clause 2.1.1 of the RFP.
- 9 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 11 I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/partners/managers/ employees.
- 12 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.
- 13 In the event of us being declared as the Successful Bidder, I/We shall agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 14 I/We have studied all the Bidding Documents carefully and also visited the Project site. We understand that except to the extent as expressly set forth in the 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 Right.
- 15 I/We offer a Bid Security in the form of a Demand Draft in accordance with the RFP.
- 16 The documents comprising the Proposal, as specified in Clause 2.12 of the RFP, have been submitted in the manner set out in the RFP.
- 17 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project/Right is not awarded to me or our Proposal is not opened or rejected.
- 18 Financial Proposal is submitted by me after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 19 I/We agree and undertake to abide by all the terms and conditions of the RFP.
- 20 I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 21 I/We hereby submit the copy of the entire bidding document of pages (including RFP, corrigendum, if any) duly signed, stamped on each page with page numbers and bounded (Spiral Binding). This bid document comprises of Covering Letter (Appendix A) along with Checklist of

Submissions (Appendix A1) with page numbers.

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

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

APPENDIX A1: Checklist of Submissions

Name of the Bidder:				
Sl. No	Description	Yes / No / NA	Page No's	Remarks (If Any)
1.	Registration No:			
2.	DD Towards cost of Bid Document			
3.	DD Towards Bid Security			
4.	Covering Letter as per Appendix A			
5.	Checklist of submissions as per Appendix A1			
6.	Details of the Bidder as per Appendix B			
7.	Technical Capacity of Bidder as per Appendix C			
8.	Financial Capacity of Bidder as per Appendix D			
9.	Power of Attorney as per Appendix E			
10.	Copy of Certificate of Incorporation /Registration Certificate and Partnership Deed / Proprietorship firm			
a	Copy of Pan Card			
b	Copy of GST Registration			
c	Copy of Trade License			
11.	Financial Proposal as per Appendix F			
12.	Copy of audited annual reports for the last four FYs			
13.	Copy of RFP Document (Corrigendum/Addendum if any)			
14.	Joint Bidding Agreement in case of a consortium as per Appendix G			
15.	Appendix H Power of Attorney (Consortium)			

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

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

APPENDIX B: FORMAT FOR DETAILS OF BIDDER

(To be submitted on the Letterhead of the Bidder (for each member in case of a consortium))

1. (a) Name of the Company / Firm / Concern

- (b) Address

- (c) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.

3. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Mobile Number :
 - (f) E-Mail Address :

3. A statement by the Applicant disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past.

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

APPENDIX C: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER

*(To be submitted on the Letterhead of the Bidder (for each member in case of a consortium))
(Refer Clause 2.1.1(b) of the RFP)*

Details of Project Installation

S. No.	Name of the Project	Location of the Project	Name of the Client	Brief description of project and components	Date of Installation (Commencement)	Date of Installation (Completion)	Project cost

Details of Project - Operation & Maintenance

S. No.	Name of the Project	Location of the Project	Name of the Client	List of Components	Operation period (Start date)	Operation period (end date)	Project cost

Instructions:

1. Only the eligible similar projects that satisfy Technical Capacity (i.e. type of project) shall be included
2. The Bidder should furnish following documents:
 - (i) Copy of PAN, GST Registration Certificate
 - (ii) Company Establishment Details
3. Completion Certificates/copies of Agreement/work order from the client for the Experience claimed is to be provided
4. This Exhibit shall be duly certified by the Chartered Accountant/Statutory Auditor along with the respective client in case of a private project.
5. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

Note:

- *It may be noted that in the absence of any details from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The Chartered Accountant should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.*

APPENDIX D: FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clause 2.1.1(c) of the RFP)

(To be submitted on the letterhead of the Bidder(For each member in case of a consortium))

(in lakhs)

Bidder Name	Bidder Type (Company / Partnership Firm / LLP / Proprietorship)	Annual Turnover					
		2018-19	2019-20	2020-21	2021-22	Average	Average

*Required to provide annual turnovers of the last four Financial Years (2018-19,2019-20, 2020-21,2021-22) as per the audited accounts.

Instructions:

1. Annual Turnover = Annual Income as indicated in the annual financial statement
2. Along with the above format and information, the Bidders for demonstrating the Financial Capacity should furnish the following:
 - i. The Bidder shall attach copies of the audited annual reports of the last five Financial Years (2018-19, 2019-20, 2020-21,2021-22). The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be complete, including all notes to the financial statements; and
 - c. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Chartered Accountant certificate (with stamp & membership no) specifying the annual turnovers of the Bidder for the last four Financial Years (2018-19, 2019-20, 2020-21,2021-22)
4. In case the audited statement of any financial year is not available, the bidder shall submit a declaration to this effect, duly signed and stamped by the statutory auditor that he/she has verified the turnover declared above.

APPENDIX E: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be submitted on Stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **"Proposal for Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer(DBFOT) basis through PPP mode"**, to **The Managing Director, Tamil Nadu Tourism Development Corporation Limited, Chennai** (the "Authority") including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the execution 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 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.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2022.

For _____

(Signature)

(Name, Title and Address)

Accepted:

Witnesses:

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
2. 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.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX F: FORMAT FOR FINANCIAL PROPOSAL
(To be submitted on the letterhead of the Bidder)

To
The Managing Director,
Tamil Nadu Tourism Development Corporation, Tourism Complex,
No.2, Wallajah Road, Triplicane, Chennai-600 002.

Dear Sir,

Subject: Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer(DBFOT) basis through PPP mode- Submission of Financial Proposal - Reg.

We, the undersigned, offer to undertake the Project in accordance with your Request for Proposal dated _____ < >, and our Proposal(Technical Proposal and Financial Proposal).

- I / We hereby offer and agree to pay the following Revenue Share (exclusive of GST) for the Concession Period to the Authority for the aforementioned Project in accordance with the terms of the Agreement:

Sl. No.	Name and Location of the Project	Reserve Price	Quoted % of Gross Revenue	Quoted % of Gross Revenue (in words)
			(shall be more than the Reserve Price)	
1	Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis Specified area as mentioned in Annexure I	12% of the gross revenue		

- In case of a discrepancy between the amount expressed in figures vis-à-vis the amount expressed in words, the higher of the two shall prevail.
- The Revenue Share quoted by me/us is after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
- The Revenue Share has been quoted by me/us is higher than the Reserve Price of 12% of the Gross revenue.
- We further agree that the Revenue Share quoted above will be paid monthly from 1st year to 10th year of the Concession Period. We also hereby agree to pay to the Authority, either the Revenue Share Quoted (which is higher than the reserve price i.e, 12% of the gross revenue) or the minimum assured amount of Rs. 2,00,000 incremented by 5% annually, whichever is higher for that particular month.
- We Accept that:

- i. Minimum assured amount of Rs.2,00,000/- incremented by 5% year on year shall be paid by us in advance on monthly basis, on or before 10th of that particular month.
 - ii. The balance if any, between the minimum assured amount incremented for that particular year and the revenue share quoted in terms of percentage of gross revenue on actual basis shall be paid on or before 10th day of the following month.
7. I / we understand that the Authority is not bound to accept any Proposal(s) received.
8. I / we agree that my / our Financial Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
9. I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the Bidding Documents.
10. I / we agree to be bound by this offer if we are the Successful Bidder for the Project.

Thanking you,

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of the Bidder:

Notes:

- i. The Revenue Share or fixed assured amount, whichever is higher shall be payable to the Authority from the fifth month of execution of the Agreement.
- ii. From Second (2nd) year onwards, the Minimum assured amount of Rs. 2,00,000 shall be escalated by 5% (five percent) every year throughout the concession Period.
- iii. The Revenue Share (Monthly Fee) is exclusive of GST. The GST shall be payable by the Operator over and above the Revenue Share.

APPENDIX G: 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. _____ and 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. _____ and 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)

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

WHEREAS,

(A) Tamil Nadu Tourism Development Corporation, a statutory body constituted in 1971 having its office at Tourism Complex, No.2, Wallajah Road, Triplicane, Chennai-600 002. (hereinafter referred to as the “Authority” or “TTDC” 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 Bid No. _____ dated _____ (the “RFP”) for Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode (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, and

(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.

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 Associates.

2.3 The Parties hereby undertake that in the event the Consortium is declared the selected Applicant and awarded the Project, it shall incorporate a separate legal entity for entering into Agreement with the Authority.

3. Role of the Parties

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

3.1 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 Agreement when all the obligations of the separate legal entity shall become effective.

3.2 Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)

4. 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 and the Concession Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Concession Agreement.

5. Shareholding in the Consortium

5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party :

5.2 The Parties undertake that the lead member of the Consortium shall hold at least 51% (fifty one per cent) of the total paid up share capital.

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

6. Representation of the Parties

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

3.2.1 Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

3.2.2 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 board 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 organizational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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 Affiliates 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.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure 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.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of {India}.

8.2 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 HAVE EXECUTED AND DELIVERED THIS CONSULTANCY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER BY

By; (Signature)

(Name) (Designation)

For and on behalf of SECOND PART BY

By; (Signature)

(Name) (Designation)

(To be executed on Stamp paper of appropriate value)

POWER OF ATTORNEY

Whereas the Tamil Nadu Tourism Development Corporation (hereinafter referred to as "Client"), has invited Proposals from interested parties for Development of Glow Garden in Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis through PPP mode, hereinafter referred to as "Project".

Whereas the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the RFP Document and other connected documents in respect of the Project, and

Whereas it is necessary under the RFP Document for the members of the Consortium to designate one of them as 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 RFP for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's proposal for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Client, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with Client.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts' deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this _____ Day of _____ 2022.

(Executants)

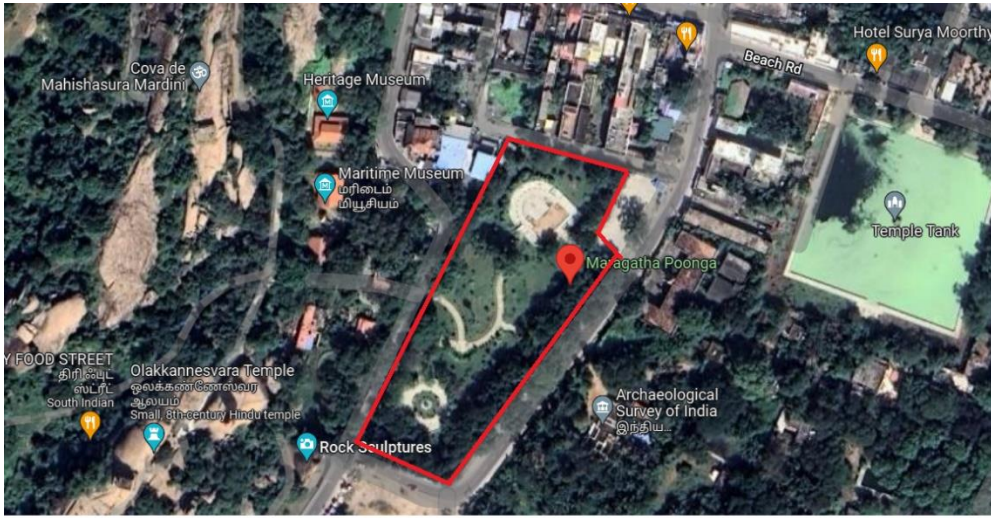
(To be executed by all the members of the Consortium)

Note:

- a. 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 executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the bidder.

ANNEXURE I – SITE DETAILS



Total Site Area: 9000 sqm