

**Bihar Eco Tourism Development Society
Government of Bihar**

REQUEST FOR PROPOSAL (RFP)

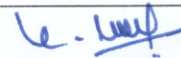
for

Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)

NIT No. 01/ e-proc/BETDS/ 2026-27

Date: 14.05.2026

1.	Bihar Eco Tourism Development Society , Government of Bihar (Authority) invites responses from interested private developers, investors, operators, firms, consortia and agencies for Partnering with the Society in Development and Operation of Bhimbandh Eco-tourism Destination in the State of Bihar		
	Particulars	Bid processing Fees inclusive of GST (Non-refundable)	Bid Document Cost (Non-refundable)
	Selection of Developer/ Contractor for Partnering with the Society in Development and Operation of Bhimbandh Eco-tourism Destination in the State of Bihar	Rs. 5900 (As applicable as per e-PROC Bid Processing Fee Structure)	1000
			Bid Security (EMD) 3.24 crore
2.	Date of downloading of bid document	:	From 16.05.2026 to 15.06.2026 up to 05.00 PM
3.	Place & Date of Pre-bid meeting (both online and in person attendance permitted)	:	Date -27.05.2026 time 12.30 PM. Through website: www.eproc2.bihar.gov.in ; Bihar Eco Tourism Development Society, Bihar, Aranya Bhawan, 2nd Floor
4.	Last date and time for receipt of bids on eproc2.	:	Date 16.06.2026 Time 05:00 PM
5.	Time and Date of opening of technical bids	:	Date -17.06.2026 Time 11:00 AM, through website: www.eproc2.bihar.gov.in
6.	Time and Date of financial bids	:	To be Communicated later on
7.	Bid Submission	:	Through website: www.eproc2.bihar.gov.in
8.	Period of bids validity	:	180 days
9.	Officer inviting bids	:	Project Director, Bihar Eco Tourism Development Society, Bihar, Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014
10.	For participating in the e-tendering process, the bidder shall have to get themselves registered to obtain a User ID, Password and Digital Signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in the e-tender.		
11.	All tender-related queries shall be communicated at biharecotourismsociety@gmail.com		
12.	(i) Bid processing fees/ Bid document cost to be paid through online mode i.e., Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/non availability of internet connection, Network Traffic/Holidays or any other reasons.		
13.	The detailed eligibility criteria can be seen in the tender document. The tender documents can be obtained through website www.eproc2.bihar.gov.in .		
14.	Bid security should be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS or by Bank Guarantee of any scheduled banks payable in Favor of Bihar Eco Tourism Development Society. Original BG will have to be deposited in the office of Project Director, Bihar Eco Tourism Development Society Bihar, Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014 before opening of technical bid.		
15.	The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded, then they should click on cancel & update the same before submission. The bidders should satisfy themselves of downloadability/visibility of the scanned & uploaded file by them.		
16.	File size should be less than 5 MB and should be in PDF or JPEG formats.		
17.	No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.		
18.	Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.		
19.	The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the legible scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificates/documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.		
20.	All the information/ corrigendum/addendum related to the project shall be published on the website www.eproc2.bihar.gov.in . The Authority shall have the right to reject the bid partially or fully without assigning any reason whatsoever.		
21.	For any information, Project Director, Bihar Eco Tourism Development Society Bihar, Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014 , biharecotourismsociety@gmail.com and Mob.- 8986153336 can be contacted.		
22.	For clarification regarding the e-tendering process, please contact the e-procurement Helpdesk at the following address: Mjunction Services Limited , R.J. Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. – Shastri Nagar, Patna – 800014, Bihar. Working Hours: 8:00 AM to 7:00 PM (All days in a week except Sunday and a few selected State holidays) Mobile: 7605056831 / 7605056830		



**Project Director,
Bihar Eco Tourism Development Society**

Bihar Eco Tourism Development Society
Government of Bihar

invites

REQUEST FOR PROPOSAL (RFP)

for

**“Development of Eco-tourism Destination at Bhimbandh in Munger,
Bihar through Public-Private Partnership (PPP) on a Design, Build,
Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding
(VGF)”**

Website: <https://state.bihar.gov.in/forest>.

Email: biharecotourismsociety@gmail.com

VOLUME-I: INSTRUCTION TO BIDDERS

May 2026

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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 **Bihar Eco Tourism Development Society (BETDS)** 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 BETDS 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 financial offers pursuant to this RFP for development of eco-tourism infrastructure projects on PPP basis. This RFP includes statements, which reflect various assumptions and assessments arrived at by BETDS 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 BETDS, 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 (DCA) 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. BETDS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BETDS, 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. BETDS 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.

BETDS 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 BETDS is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and BETDS 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 BETDS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BETDS 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.

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Bid Data Sheet

Bihar Eco Tourism Development Society Government of Bihar			
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**Project Director,
Bihar Eco Tourism Development Society**

1. INTRODUCTION

1.1 Preamble

- 1.1.1 The **Bihar Eco Tourism Development Society (BETDS)** (the “**Concessioneing Authority**” / “**Authority**”), under the Environment, Forest & Climate Change Department, Government of Bihar, is engaged in the development of eco-tourism infrastructure and sustainable tourism initiatives in the State of Bihar. As part of this endeavour, the Authority has decided to undertake the Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar (the “**Project**”) through Public-Private Partnership (the “**PPP**”) on a Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis with Viability Gap Funding (**VGF**), and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded.

Name of the Work	Total Project Cost
Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF),	INR 162 crores (approximately)

BETDS through an open competitive bidding process in accordance with the procedure set out herein, intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who are found to be eligible and thereafter select a Bidder to whom the Project may be awarded (the “**Selected Bidder**”).

- 1.1.2 The Selected Bidder shall be required to incorporate a Special Purpose Vehicle (SPV) under the provisions of the Companies Act, 2013 (the “**SPV**” or the “**Concessionaire**”), which shall be responsible for the design, development, engineering, financing, procurement, construction, operation and maintenance of the Project.
The Concessionaire shall undertake the Project in accordance with the provisions of the Concession Agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and BETDS, in the form provided as part of the Bidding Documents.
- 1.1.3 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
The **Concession Period** shall be **25 (twenty) years**, excluding a **Construction Period of 1.5 (one and a half) years (18 months)** for development of the Project, which may be extended by up to **3 (three) months** at the sole discretion of the Authority.
The period for achieving Conditions Precedent shall be 90 (ninety) days from the date of execution of the Concession Agreement by the Authority.
The Project shall be developed in accordance with applicable laws, environmental regulations, forest and wildlife guidelines, eco-tourism principles and relevant national/international best practices.
- 1.1.4 The assessment of actual cost of the Project will have to be made by the Bidders themselves. The Estimated Project Cost is indicative in nature and shall include the cost of construction comprising civil, electrical, mechanical and other associated costs, excluding the cost of land. The Bidders are advised to undertake their own due diligence, investigations and detailed assessments while arriving at the Project Cost and shall not rely solely on the Estimated Project Cost provided in this RFP.
The Concessionaire shall be responsible for payment of all applicable taxes, duties, levies and charges, including but not limited to GST and any other statutory taxes as may be applicable from time to time, in accordance with Applicable Laws.

No claim whatsoever shall lie against the Authority on account of any variation in the Estimated Project Cost, and the Bidder shall bear all risks, costs and consequences arising out of any underestimation, miscalculation or error in assessment of the Project Cost.

- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this RFP, shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.6 BETDS shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by BETDS pursuant to this RFP, as modified, altered, amended and clarified from time to time by BETDS (collectively the "**Bidding Documents**").

All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3** for submission of Bid (the "Bid Due Date").

1.2 Brief description of Bidding Process

- 1.2.1 BETDS has adopted a **Single-Stage Bidding Process** for selection of the Bidder for award of the Project. The first phase of the single-stage (the "**Qualification Phase**") involves pre-qualification of interested parties/consortia in accordance with the provisions of Clause 3. At the end of the Qualification Phase, BETDS shall shortlist Bidders whose bids are found eligible for opening in the second phase of the single-stage (the "Financial Proposal Phase") in accordance with the provisions of Clause 3.

The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

The RFP document comprises of three volumes:

- **Volume I:** Instructions to Bidders
- **Volume II:** Draft Concession Agreement
- **Volume III:** Schedules to the Draft Concession Agreement

The RFP document can be downloaded from the **e-Procurement portal of Government of Bihar** (www.eproc2.bihar.gov.in).

In case the Bidding Documents are downloaded from the portal, the Bidder shall be required to pay a **non-refundable fee towards cost of the RFP document**, as specified in the Bid Data Sheet, through **online mode (Internet Payment Gateway / Net Banking / NEFT / RTGS)** at the time of submission of the Bid.

The Bidder shall submit the Bid through the **e-Procurement portal**, in accordance with the instructions provided in this RFP and the e-tendering guidelines.

The **Financial Proposal** shall be submitted in the manner specified in this RFP and through the designated module on the e-Procurement portal.

- 1.2.2 In the Qualification Phase, Bidders shall be required to furnish all information as specified in this RFP and other documents to be provided by BETDS. Only those Bidders that are pre-qualified and short-listed by BETDS shall be eligible to participate in the Financial Proposal Phase.

1.2.3 In the Financial Proposal Phase, the financial offer (the “Financial Offer”) submitted by the Bidders shall be evaluated. The Financial Offer shall be submitted by the Bidder in the format specified at Appendix-V, in accordance with the provisions of Clause 1.2.5.

1.2.4 The Bidder shall be required to submit, along with its Bid, a **Bid Security** of an amount as specified in the Bid Data Sheet, in the form of a Bank Guarantee issued by a scheduled bank, with a **validity of 180 (one hundred and eighty) days**, exclusive of a claim period of 12 (twelve) months (the “Bid Security”). The Bid Security shall be refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder, whose Bid Security shall be retained until submission of the Performance Security in accordance with the Concession Agreement.

The Bid shall be summarily rejected if it is not accompanied by the Bid Security in the prescribed format. The format for the Bank Guarantee is provided at **Appendix-VI**.

1.2.5 Financial Proposal and Evaluation

1.2.5.1 Bidders shall quote:

- (a) the **Project Cost** (the “Project Cost” or “PC”) payable by the Authority to the Bidder; and
- (b) the **Annual Concession Fee** (the “Annual Fee” or “AF”) offered by the Bidder to the Authority for award of the Contract.

For financial evaluation, the Project Cost and Annual Fee indicated in the Financial Proposal, shall be considered.

1.2.5.2 The Bidder quoting the **Lowest Bid Value** shall ordinarily be declared as the Selected Bidder.

1.2.5.3 The Project Cost shall be paid by the Authority to the Concessionaire during **Phase I (Development Period)** of the Contract Period, in accordance with the Scope of Work and payment milestones specified in RFP and Concession Agreement

1.2.5.4 The Annual Fee payable by the Concessionaire to the Authority during **Phase II (Operations Period)** shall be payable annually within **15 (fifteen) days** from the commencement of each Accounting Year.

Provided that the Annual Fee for the first Accounting Year shall be paid within 15 (fifteen) days from the Commercial Operation Date (COD).

1.2.5.5 The shortlisted Bidders shall be evaluated based on the Bid Value as defined herein, and the Bidder quoting the **Lowest Bid Value** shall ordinarily be declared as the Selected Bidder (the “Selected Bidder”).

1.2.5.6 Bid Value (NPV-based Evaluation)

For the purpose of financial evaluation, the **Bid Value** shall be computed as follows:

Bid Value = PC – (NPV of AF over the Concession Period excluding moratorium period)

Where:

- **PC** = Project Cost quoted by the Bidder
- **AF** = Annual Fee payable in year *t*
- **n** = Concession Period (25 years)
- **r** = Discount Rate (to be specified, e.g., 10% per annum)

Note:

- *The Annual Fee may include pre-defined escalation (as specified in RFP) and the same shall be considered while computing NPV.*

- The discount rate (r) as mentioned above shall be uniformly applied to all Bidders.
- 1.2.5 Generally, the **Bidder with the Least Bid Value** shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in **Clause 3** of this RFP, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders agree to match the Bid of the Selected Bidder, **BETDS**, at its discretion, may annul the Bidding Process or invite fresh Bids through re-bidding of the Project, as the case may be.
- 1.2.6 The **Grant / Viability Gap Funding (VGF)** shall be credited to the **Escrow Account** and shall be applied by the Concessionaire towards meeting the Total Project Cost. The Grant sought shall be an absolute amount and shall not exceed the amount specified in the Bid and accepted by BETDS. For the avoidance of doubt, the Total Project Cost shall include Equity contribution, debt and Grant / VGF support. The Grant / VGF shall become due and payable to the Concessionaire only after the Concessionaire has expended its equity contribution, and shall thereafter be disbursed proportionately along with the loan funds to be disbursed by the Senior Lenders under the Financing Agreements. BETDS shall disburse each tranche of the Grant / VGF as and when due, but not later than **15 (fifteen) days** from the date of receipt of a valid request from the Concessionaire along with necessary supporting documents, subject to verification by BETDS. The release of Grant / VGF shall be linked to commensurate physical and financial progress of the Project, duly verified by BETDS or its authorised representative. In the event of a Concessionaire Default, disbursement of Grant / VGF shall be suspended until such default has been cured by the Concessionaire.
- 1.2.7 A **moratorium period of 5 (five) years** from the date of **Commercial Operation Date (COD)** shall be provided on payment of the **Annual Concession Fee** payable to **BETDS**. The Concessionaire shall not be required to pay any Annual Concession Fee during the said moratorium period, and the obligation to pay the Concession Fee shall commence thereafter in accordance with the provisions of the Concession Agreement.
- 1.2.8 Construction Period Performance Security: The Concessionaire shall, for the due and faithful performance of its obligations, provide to **BETDS**, no later than 180 (one hundred and eighty) days from the date of execution of the Concession Agreement, a Construction Period Performance Security in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank acceptable to BETDS. The amount of such Performance Security shall be **equivalent to 5% (five percent) of the Total Project Cost**, and shall be payable at a location specified by BETDS. The Performance Security shall remain valid and enforceable in accordance with the provisions of the Concession Agreement.
- 1.2.9 Operation Period Performance Security: The Concessionaire shall, for the due and faithful performance of its obligations, provide to **BETDS**, upon achievement of **Commercial Operation Date (COD)**, an **Operation Period Performance Security** in the form of an **unconditional and irrevocable Bank Guarantee** from a scheduled commercial bank acceptable to BETDS. The amount of such Operation Period Performance Security shall be **equivalent to 3% (three percent) of the Total Project Cost**. BETDS shall release the Construction Period Performance Security upon receipt of the Operation Period Performance Security. Until such time the Concessionaire provides the Operation Period

Performance Security, the validity of the Construction Period Performance Security shall be kept valid and enforceable by the Concessionaire.

1.2.10 As part of the Bidding Documents, **BETDS** shall provide the **Draft Concession Agreement**, prepared by BETDS / its advisors, along with such other information as may be relevant to the Project and available with it.

1.2.11 Any queries or requests for additional information concerning this RFP shall be submitted in writing or by e-mail to the office of BETDS at least **3 (three) days prior** to the date of the **Pre-Bid Conference** specified in Clause 1.3. The envelopes/ communications shall clearly bear the following identification/ title

1.2.12 All communications shall clearly bear the following identification/title:
“RFP for Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF),”

1.3 Schedule of Bidding Process

BETDS shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1	Last date for receiving pre-bid queries	26.05.2026
2	Pre-Bid Conference	27.05.2026
3	Concessioneing Authority’s response to queries latest by	08.06.2026
4	Bid Due Date	16.06.2026
5	Opening of Technical Bids	17.06.2026
6	Opening of Financial Offer	To be intimated later
7	Letter of Award (LOA)	To be intimated later
8	Signing of Concession Agreement	Within 45 days of award of LOA

2. INSTRUCTIONS TO BIDDERS

2A GENERAL

2.1 Scope of Bids

- 2.1.1 BETDS intends to receive Bids to pre-qualify and short-list suitable Bidders, whose Bids shall be eligible for opening in the Financial Proposal Phase and for selection of the **Preferred Bidder / Selected Bidder** pursuant thereto.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for pre-qualification under this RFP, the following criteria shall apply.

- a) The Bidder for pre-qualification may be a **single entity** or a group of entities (the “Consortium”) coming together to undertake the Project. Qualification shall be open to any **legal entity incorporated in India or abroad**. However, no Bidder applying individually or as a member of a Consortium, as the case may be, shall be a member of another Bidder. The term “Bidder” used herein shall apply to both a **single entity and a Consortium**. A Bidder may be an **international or national legal entity**, including joint ventures and consortiums, comprising **not more than three (3) entities**. A Consortium shall be eligible for consideration subject to the conditions set out in **Clause 2.2.6**.

- b) 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 shall be deemed to have a Conflict of Interest affecting the Bidding Process if:

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof), have **common controlling shareholders or other ownership interest**;

Provided that this disqualification shall not apply in cases where the **direct or indirect shareholding** of a Bidder, its Member or an Associate thereof (or any shareholder thereof holding more than **10% (ten per cent)** of the paid-up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in another Bidder, its Member or Associate is **less than 10% (ten per cent)** of the subscribed and paid-up equity share capital thereof.

Provided further that this disqualification shall not apply to any ownership by a **bank, insurance company, pension fund or public financial institution** referred to in Section 4A of the Companies Act, 1956 (or corresponding provisions of the Companies Act, 2013).

For the purposes of this Clause 2.2.1(b), **indirect shareholding** held through one or more intermediary entities shall be computed as follows:

(aa) Where any intermediary is **controlled** by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject to sub-clause (aa) above, where a person does not exercise control over an intermediary which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a **proportionate basis**;

Provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than **26% (twenty-six per cent)** of the subscribed and paid-up equity share capital of such intermediary.

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or any Associate thereof, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information or to influence the Bid of either or each other; or
 - vi. such Bidder, or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- c) A Bidder shall be liable for **disqualification** if any legal, financial or technical adviser of **BETDS** in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to:
- (i) issue of the **Letter of Award (LOA)**; or
 - (ii) execution of the **Concession Agreement**.

In the event any such adviser is engaged by the Selected Bidder or the Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement, and without prejudice to any other right or remedy of BETDS, including **forfeiture of the Bid Security or Performance Security**, the LOA or the Concession Agreement, as the case may be, shall be liable to be **terminated**, without BETDS being liable in any manner whatsoever to the Selected Bidder or the Concessionaire.

Provided that, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past, but such engagement expired or was terminated at least **6 (six) months prior** to the date of issue of this RFP.

Provided further that, this disqualification shall not apply where such adviser is engaged after a period of **1 (one) year from the date of execution of the Concession Agreement**.

Explanation:

In case a Bidder is a Consortium, the term "Bidder" as used in this Clause 2.2.1 shall include **each Member of such Consortium**.

- 2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following **conditions of eligibility**, as specified in this RFP.

A. Technical Capacity:

For demonstrating **technical capacity and experience** (the "Technical Capacity"), the Bidder shall, during the **last ten (10) financial years preceding the Bid Due Date**, have experience of undertaking projects in any one or more of the following categories:

Category-1:

Owned, operated and/or managed at least **1 (one) tourism / eco-tourism / hospitality / adventure tourism project** with:

- a **minimum project cost of INR 50 Crore,**
or
- having generated an **average annual revenue of at least INR 20 Crore** from such project, for the last three years proceeding the bid due date.

For the avoidance of doubt, projects such as **eco-tourism destinations, resorts, hospitality assets, adventure tourism parks, nature-based tourism facilities, leisure destinations or integrated tourism developments** shall be considered eligible under this category.

AND/OR

Category-2:

Technical Capacity – Core Sector Experience

Owned, operated and managed at least **one (1) project in the Core Sector** having a minimum **project cost of INR 100 Crores (Rupees One Hundred Crores only)**, excluding land cost.

The project should have been undertaken as a PPP project on BOT, BOLT, or on EPC / Turnkey basis or other similar basis, for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be.

For the avoidance of doubt, a project which constitutes a natural monopoly, such as an airport or port, shall be included in this category even if it is not based on a long-term agreement with a public entity.

In this RFP, the Core Sector shall include highways & bridges, power, telecom, ports, airports, railways, metro rail, industrial parks/estates, logistics parks, pipelines, irrigation, water supply & sewerage, real estate development, integrated townships, commercial complexes, mixed-use developments, urban infrastructure, tourism infrastructure, hospitality infrastructure, and other allied infrastructure sectors.

AND/OR

Category-3:

Developed/Constructed at least **1 (one) tourism / eco-tourism / hospitality / adventure tourism project** with a **minimum project cost of INR 50 Crore**, during the last **10 (ten) financial years** prior to the Bid Due Date.

For the avoidance of doubt, projects such as eco-tourism destinations, resorts, hospitality assets, adventure tourism parks, nature-based tourism facilities, leisure destinations or integrated tourism developments shall be considered eligible under this category.

For any document executed or issued overseas, such document shall be duly notarised in the jurisdiction where it is issued and legalised by the Indian Embassy / Consulate in that jurisdiction. However, in respect of documents issued from countries that are signatories to the Hague Convention of 1961, such documents shall not require legalisation by the Indian Embassy / Consulate, provided they carry a valid Apostille certificate in accordance with the said Convention.

B. Financial Capacity:

In case of Category 1, 2 & Category 3 Projects:

1. The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of **INR 50 Crore (Rupees Fifty crore only)** as on the close of the preceding financial year.
2. The Bidder or its holding / Associate company shall be a net profit-making entity for the last five (5) financial years preceding the Bid Due Date.

Consortium Eligibility:

In case of a Consortium, the combined technical and financial capacity of those Members who have and shall continue to hold an equity share of at least 26% (twenty-six per cent) each in the SPV shall be considered for meeting the eligibility criteria specified herein.

Provided that, each such Member shall, for a period of 2 (two) years from the Commercial Operation Date (COD) of the Project, hold:

- (i) not less than **26% (twenty-six per cent)** of the subscribed and paid-up equity share capital of the SPV; and
- (ii) not less than **5% (five per cent)** of the **Total Project Cost**.

C. High Net worth Route

Prospective Bidder(s) having a **Net Worth of INR 150 Crore (Rupees One Hundred and Fifty Crore only)** or above, as on the 31st March of the preceding financial year, shall be exempted from the Technical Capacity and Financial Capacity requirements specified under Clause 2.2.2 (A) and Clause 2.2.2 (B) (the "Minimum Eligibility Criteria").

Provided that, such Bidder shall be required to demonstrate the aforesaid Net Worth independently, and shall not be permitted to rely on a Joint Venture / Consortium arrangement for this purpose.

2.2.3 **Technical Tie-Up:** The Bidder(s) applying under **Category 2 or High Net Worth Route (C)** shall enter into a **MoU / Agreement for Technical Support** with an entity having relevant experience in tourism / eco-tourism / hospitality / adventure tourism projects, in conformity with the provisions of the Concession Agreement.

Such Technical Partner shall have experience in any one of the following:

Owned, operated and/or managed at least **1 (one) tourism / eco-tourism / hospitality / adventure tourism project** with:

- a **minimum project cost of INR 30 Crore,**
or
- having generated an **average annual revenue of at least INR 15 Crore** from such project, for the last three years proceeding the bid due date.

For the avoidance of doubt, projects such as eco-tourism destinations, resorts, hospitality assets, adventure tourism parks, nature-based tourism facilities, leisure destinations or integrated tourism developments shall be considered eligible under this category.

The Bidder undertakes and agrees that, in case the Project is awarded to it, the technical tie-up arrangement shall remain valid for the entire Concession Period. The Bidder shall, as part of its Technical Bid, submit the MoU / Agreement entered into with the Technical Partner, along with all relevant supporting documents (including client certificates, completion certificates, statutory auditor certificates, etc.) demonstrating the Technical Partner's experience in projects specified under Clause 2.2.3. The Bidder shall not be permitted to change the Technical Tie-Up Partner after submission of the Bid. However, the Bidder may change the Technical Tie-Up Partner after the Commercial Operation Date (COD), provided that the proposed replacement Technical Partner meets the minimum eligibility criteria specified in this RFP.

Considering the limited number of specialised technical partners available in the eco-tourism / hospitality / adventure tourism sector, there shall be no restriction on a Technical Partner associating with more than one Bidder. Accordingly, multiple Bidders may submit MoUs with the same Technical Partner.

2.2.4 The Bidder shall enclose with its Bid, to be submitted as per the format specified at **Appendix-I**, complete with its Annexures, the following:

1. **Certificate(s)** from its **Statutory Auditor(s)** or the concerned client(s), and/or other relevant supporting documents, in respect of the projects specified under **Clause 2.2.2 (A)**; and
2. **Certificate(s)** from its **Statutory Auditor(s)** specifying the **Turnover and Net Profit** of the Bidder for the **preceding five (5) financial years**.

2.2.5 The Bidder shall submit a **Power of Attorney**, in the format specified at **Appendix-II**, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members shall submit a **Power of Attorney in favour of the Lead Member**, in the format specified at **Appendix-III**, authorising the Lead Member to act on behalf of the Consortium.

2.2.6 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle (SPV), incorporated under the Companies Act, 2013, to execute the Concession Agreement and implement the Project.

In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following requirements:

- a) The number of members in a Consortium shall not exceed three (3). Information sought in the Bid shall be provided for all members in the order of their equity contribution.
- b) Subject to the provisions of sub-clause (a), the Bid shall contain the required information for each member of the Consortium.
- c) The members of the Consortium shall nominate one member as the Lead Member, who shall hold an equity share of at least 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV. Such nomination shall be supported by a Power of Attorney, as per the format specified at Appendix-III, executed by all other members of the Consortium.
- d) The Bid shall include a brief description of the roles and responsibilities of each member, particularly with reference to financial and technical obligations.
- e) An individual Bidder shall not be permitted to be a member of more than one Bidder or Consortium. Similarly, a member of one Consortium shall not be a member of any other Consortium applying for the Project.
- f) The members of the Consortium shall, if awarded the Project, form an appropriate SPV for implementation of the Project.
- g) The members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the format specified at **Appendix-IV (the “Joint Bidding Agreement”)**, for the purpose of submitting the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

The **Joint Bidding Agreement**, to be submitted along with the Bid, shall, inter alia:

- i. convey the intent of the Consortium to form an SPV, with shareholding / equity commitments in accordance with this RFP, which shall enter into the Concession Agreement and perform all obligations of the Concessionaire in the event the Project is awarded to the Consortium;
- ii. clearly outline the proposed roles and responsibilities of each member of the Consortium;
- iii. specify the minimum equity stake to be held by each member in the SPV;

- iv. commit that each member whose experience is considered for qualification under this RFP shall subscribe to at least 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV, and shall further undertake that such equity shall be maintained for a period of 2 (two) years from the Commercial Operation Date (COD), including:
 - (a) not less than 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV; and
 - (b) not less than 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;
 - v. commit that the members of the Consortium 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 COD; and
 - vi. include a statement that all members of the Consortium shall be jointly and severally liable for all obligations of the Concessionaire in relation to the Project until the Financial Close is achieved in accordance with the Concession Agreement.
- h) 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 BETDS.
- 2.2.7 Any entity which has been barred / blacklisted by the Central Government, any State Government, or any entity controlled by them, from participating in any project (infrastructure or otherwise), and such bar subsists as on the Bid Due Date, shall not be eligible to submit a Bid, either individually or as a member of a Consortium.
- 2.2.8 Bidder, including any Consortium Member or Associate, should, during the **last 3 (three) years**, have:
- not failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority, or by any judicial pronouncement or arbitral award against such Bidder, Consortium Member or Associate; and
 - not been expelled from any project or contract by any public entity; and
 - not had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.
- 2.2.9 In computing the Technical Capacity and Turnover of the Bidder / Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Turnover of their respective Associates shall also be considered.
- For the purposes of this RFP, “Associate” shall mean, in relation to the Bidder or any Consortium Member, a person who controls, is controlled by, or is under common control with such Bidder or Consortium Member (the “Associate”).
- For the purposes of this definition, the expression “control” shall mean:
- in the case of a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person; and
 - in the case of a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract or otherwise.
- 2.2.10 Conditions for Submission of Bid: The following conditions shall be adhered to while submitting a Bid:

- a) Bidders shall attach clearly marked and referenced continuation sheets where the space provided in the prescribed formats is insufficient. Alternatively, Bidders may suitably reproduce the formats, ensuring all required information is duly incorporated.
- b) Information supplied by a Bidder (or any Member, in case of a Consortium) shall relate only to such Bidder / Member / Associate, and not to any other associated entities, unless specifically required.
- c) In responding to the Qualification Phase, Bidders shall demonstrate their technical and financial capabilities in accordance with Clause 3.1.
- d) In case of a Consortium, each Member shall satisfy the pre-qualification requirements to the extent specified in this RFP.

2.2.11 Foreign Investment & Control: While Qualification is open to persons from any country, the following provisions shall apply:

- a) Where, on the date of the Bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital of a Bidder or its Member is held by persons resident outside India, or where the Bidder or its Member is controlled by persons resident outside India; or
- b) Where, at any stage after submission of the Bid, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital, or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification (or continued qualification) of such Bidder shall be subject to approval of BETDS, from the perspective of national security and public interest. The decision of BETDS in this regard shall be final, conclusive and binding on the Bidder.

The holding or acquisition referred to above shall include direct or indirect ownership or control, including through transfer of beneficial interest, whether by persons acting individually or in concert. In determining such holding or acquisition, BETDS shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any statutory modification or re-enactment thereof.

The Bidder shall promptly inform BETDS of any change in shareholding or control as specified above. Failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the close of the latest financial year of a Bidder, such financial year shall be ignored for the purposes of evaluation. In such a case, the Bidder shall furnish all information and certifications with reference to the 5 (five) financial years or 1 (one) financial year, as applicable, preceding the latest completed financial year. For the avoidance of doubt, the term “financial year” shall mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 No change in the composition of a Consortium shall be permitted by BETDS during the Bidding Process.

2.4 Number of Bids and Cost Thereof

2.4.1 No Bidder shall submit more than one (1) Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium.

- 2.4.2 The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bidding Process. BETDS shall not be responsible or liable in any manner whatsoever for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site Visit and Verification of Information

- 2.5.1 Bidders are encouraged to submit their Bids after visiting the Project site and ascertaining for themselves the site conditions, including but not limited to:
- access and connectivity;
 - topography and terrain;
 - surroundings and environmental conditions;
 - availability of power, water and other utilities;
 - local infrastructure and logistics;
 - climatic conditions;
 - applicable laws, regulations and approvals; and
 - any other matter considered relevant by the Bidder.

The submission of a Bid shall be deemed to constitute that the Bidder has conducted its own due diligence and has satisfied itself regarding all aspects of the Project.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that, by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of this RFP;
 - b) received all relevant information requested from BETDS;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of BETDS, relating to any of the matters referred to in Clause 2.5;
 - d) agreed to be bound by the undertakings provided by it under and in terms of this RFP;
 - e) satisfied itself about all matters, things and information, including those referred to in Clause 2.5, necessary for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents, and performance of all its obligations thereunder; and
 - f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents, or ignorance of any of the matters referred to in Clause 2.5, shall not be a basis for any claim for compensation, damages, extension of time, loss of profits, or any other claim against BETDS, nor shall it be a ground for termination of the Concession Agreement by the Concessionaire.
- 2.6.2 BETDS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of, or concerning or relating to, this RFP or the Bidding Process, including any error or mistake therein or in any information or data provided by BETDS.

2.7 Right to Accept or Reject any or all Bids

- 2.7.1 Notwithstanding anything contained in this RFP, BETDS reserves the right to accept or reject any Bid, and to annul the Bidding Process and reject all Bids, at any time without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BETDS rejects or annuls all Bids, it may, at its discretion, initiate a re-bidding process by inviting fresh Bids for the Project.
- 2.7.2 BETDS reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or discovered; or
- (b) the Bidder fails to provide, within the time specified by BETDS, the supplementary information sought for evaluation of the Bid.

In case the Bidder is a Consortium, the entire Consortium may be disqualified / rejected. If such disqualification occurs after opening of the Financial Bids and the Selected Bidder is disqualified, BETDS reserves the right to:

- (c) invite the remaining Bidders to match the Bid of the Selected Bidder; or
- (d) take such measures as may be deemed fit, including annulment of the Bidding Process, at its sole discretion.

2.7.3 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 concession thereby granted by the Concessions 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession 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 BETDS to the Bidder, without BETDS being liable in any manner whatsoever to the Bidder. In such an event, BETDS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy which BETDS may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 BETDS reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP. Any such verification, or lack thereof, shall not relieve the Bidder of its obligations or liabilities, nor shall it affect any rights of BETDS.

2.7.5 Any condition, qualification or stipulation contained in the Bid shall render the Bid liable to be treated as non-responsive and may lead to rejection.

2.7.6 The documents, including this RFP and all attached documents, provided by BETDS are and shall remain or become the properties of BETDS, and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7.6 shall also apply mutatis mutandis to the Bids and all other documents submitted by the Bidders, and BETDS shall not return to the Bidders any Bid, document or any information provided therewith.

2B DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and shall additionally include any Addenda issued in accordance with Clause 2.10:

- **Volume I:** Instructions to Bidders
- **Volume II:** Draft Concession Agreement
- **Volume III:** Schedules to the Draft Concession Agreement

2.8.2 The Draft Concession Agreement and the Schedules provided by BETDS as part of the Bidding Documents shall be deemed to be an integral part of this RFP.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on this RFP may notify BETDS in writing or by e-mail in accordance with Clause 1.2.12. Such queries shall be submitted on or before the date specified in the Schedule of Bidding Process (Clause 1.3). BETDS shall endeavour to respond to the queries within the period specified therein, but not later than 10 (ten) days prior to the Bid Due Date. BETDS shall circulate all queries received and its responses thereto to all prospective Bidders, without identifying the source of the queries, through the e-Procurement portal (www.eproc2.bihar.gov.in) and/or by e-mail.

2.9.2 BETDS shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, BETDS reserves the right not to respond to any query or provide any clarification, at its sole discretion, and nothing in this Clause shall be construed as requiring BETDS to respond to any question or provide any clarification.

2.9.3 BETDS may, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All such clarifications and interpretations issued by BETDS shall be deemed to form an integral part of this RFP. Any verbal clarifications or information provided by BETDS or its employees or representatives shall not be binding on BETDS in any manner whatsoever.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of Bids, BETDS may, for any reason, whether on its own initiative or in response to clarifications requested by a Bidder, modify this RFP by issuance of Addenda.

2.10.2 Any Addendum so issued shall be uploaded on the e-Procurement portal (www.eproc2.bihar.gov.in) and shall be binding on all Bidders.

2.10.3 In order to afford the Bidders reasonable time to take an Addendum into account, or for any other reason, BETDS may, at its sole discretion, extend the Bid Due Date.

2C PREPARATIONS AND SUBMISSION OF BIDS

2.11 Language

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

2.12 Format and Signing of Bid

2.12.1 The Bidder shall provide all information sought under this RFP. BETDS shall evaluate only those Bids that are received in the prescribed formats and are complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.12.2 Signing of Bid: The Bid shall be digitally signed by the authorised signatory of the Bidder using a valid Digital Signature Certificate (DSC). All documents forming part of the Bid shall be duly signed and stamped, and then uploaded in scanned form on the e-Procurement portal. Any alterations, omissions, additions or amendments made to the Bid documents shall be duly authenticated by the authorised signatory. The Bidder shall ensure that all uploaded documents are clearly legible, properly indexed and page-numbered, and form a complete and coherent submission.

2.13 Sealing and Marking of Bids

2.13.1 Submission through e-Procurement

The Bidder shall submit the Bid in the format specified at Appendix-I, together with all required documents, through the e-Procurement portal (www.eproc2.bihar.gov.in).

The Bid shall comprise two parts:

- Technical Bid, including all documents specified under this RFP; and
- Financial Bid, to be submitted in the format specified at Appendix-V.

The Technical Bid and Financial Bid shall be submitted separately through the respective modules on the e-Procurement portal. The system shall ensure that the Financial Bid remains encrypted and inaccessible until the opening of Financial Bids.

Bidders shall ensure that all documents are properly named, indexed and uploaded in the appropriate sections of the portal.

Any reference to **physical sealing, marking, submission of original/copies or envelope-based submission** shall not be applicable under this RFP.

2.13.2 Contents of Bid

(A) Technical Bid

The **Technical Bid** shall be submitted online through the e-Procurement portal and shall contain the following:

- i. Bid in the prescribed format (Appendix-I) along with Annexures and supporting documents;
- ii. Power of Attorney for signing the Bid, as per the format at Appendix-II;
- iii. In case of a Consortium, the Power of Attorney in favour of the Lead Member, as per the format at Appendix-III;
- iv. Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- v. Copy of Memorandum and Articles of Association, in case of a company, or Partnership Deed, in case of a partnership firm;
- vi. Copies of the Bidder's audited financial statements (Balance Sheet and Profit & Loss Account) for the preceding five (5) financial years;
- vii. Proof of payment towards the cost of the Bidding Documents, as specified in Clause 1.2.1 (online payment receipt / transaction details);
- viii. Bid Security, as specified in Clause 1.2.4 (in acceptable form, with scanned copy uploaded and original submitted, if required, as per instructions);
- ix. Copies of requisite documents / evidences in support of the Technical Tie-Up Partner's experience, as specified in Clause 2.2.3 (where applicable);

- x. A copy of the RFP (Instructions to Bidders), Draft Concession Agreement, Schedules and Addenda (if any), duly signed / digitally acknowledged by the authorised signatory as a token of acceptance.

(B) Financial Bid

The Financial Bid shall be submitted separately through the designated module on the e-Procurement portal and shall contain:

- i. Financial Offer in the prescribed format (Appendix-V).

2.13.3 Submission of the Bid

- The Bid shall be submitted online through the e-Procurement portal (www.eproc2.bihar.gov.in) in accordance with the procedures specified in this RFP and the instructions provided on the portal.
- The Bidder shall upload scanned copies of all required documents, duly signed by the authorised signatory, in the prescribed formats as part of the Technical Bid and Financial Bid.
- The Technical Bid and Financial Bid shall be submitted separately through the respective modules on the e-Procurement portal.
- The Bidder shall ensure that all uploaded documents are legible, complete and in the specified formats, and shall be responsible for the correctness and authenticity of the documents submitted.
- Bids submitted through any mode other than the e-Procurement portal shall not be considered.
- Any modification or substitution of the Bid shall be permitted only in accordance with the provisions of this RFP and within the time specified for submission of Bids.
- The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2(A), as part of the Technical Bid, through the designated module on the e-Procurement portal.
- The Bid Security shall be submitted in the form specified in this RFP. A scanned copy of the Bid Security shall be uploaded along with the Technical Bid, and the original instrument, if required, shall be submitted in the manner specified in the Bid Data Sheet.
- The Financial Offer, in the format specified at Appendix-V, shall be submitted separately through the Financial Bid module on the e-Procurement portal.
- The e-Procurement system shall ensure that the Technical Bid and Financial Bid remain securely segregated, and the Financial Bid shall not be opened until the completion of evaluation of the Technical Bid.
- Any reference to physical submission, sealing, marking of envelopes, or submission of original/copies in hard form shall not be applicable under this RFP.
- BETDS may, at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10, which shall be applicable uniformly to all Bidders.

2.14 Bid Due Date

- 2.14.1 Bids shall be submitted online through the e-Procurement portal (www.eproc2.bihar.gov.in) on or before the Bid Due Date and time specified in this RFP. The e-Procurement system shall automatically record the date and time of submission, and no separate acknowledgement or physical receipt shall be required.
- 2.14.2 BETDS may, at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10, which shall be applicable uniformly to all Bidders.

2.15 Late Bids

- 2.15.1 Bids submitted on the e-Procurement portal after the specified time on the Bid Due Date shall not be accepted by the system and shall be summarily rejected.

2.16 Modification / Substitution / Withdrawal of Bids

- 2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, by using the appropriate functionality available on the e-Procurement portal (www.eproc2.bihar.gov.in), provided that such modification, substitution or withdrawal is completed prior to the Bid Due Date and time. No Bid shall be modified, substituted or withdrawn after the Bid Due Date.
- 2.16.2 Any modification or substitution of the Bid shall be carried out by the Bidder through re-submission on the e-Procurement portal, in accordance with the instructions provided therein. The system shall record the latest version of the Bid as the final submission. Withdrawal of Bid shall also be effected through the portal mechanism, and once withdrawn, the Bid shall not be considered for evaluation.
- 2.16.3 Any alteration / modification or additional information submitted after the Bid Due Date, unless expressly sought by BETDS, shall be disregarded.

2D EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

- 2.17.1 BETDS shall open the Technical Bids online on the e-Procurement portal at the date and time specified in the Schedule of Bidding Process. The opening shall be carried out through the portal, and Bidders may view the same as per the functionality provided on the portal.
- 2.17.2 Bids that have been withdrawn through the e-Procurement portal in accordance with Clause 2.16 shall not be opened.
- 2.17.3 BETDS shall subsequently examine and evaluate the Bids in accordance with the provisions set out in Section 3 of this RFP.
- 2.17.4 Bidders are advised that qualification shall be entirely at the discretion of BETDS. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection shall be provided.
- 2.17.5 Any information contained in the Bid shall not be construed as binding on BETDS, its agents, successors or assigns, but shall be binding on the Bidder if the Project is awarded on the basis of such information.
- 2.17.6 BETDS reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any or all Bids without assigning any reasons.
- 2.17.7 If any information furnished by the Bidder is found to be incomplete or not in the prescribed format, BETDS may, at its sole discretion, exclude the relevant project from evaluation for the purpose of determining Eligible Project(s).
- 2.17.8 In the event that a Bidder claims credit for an Eligible Project and such claim is found to be incorrect or erroneous, BETDS shall reject such claim and exclude it from evaluation.
Where any information is found to be patently false or amounting to material misrepresentation, BETDS reserves the right to reject the Bid in accordance with Clauses 2.7.2 and 2.7.3.
- 2.17.9 Even if only a single Bid is received and is found to be eligible and pre-qualified, or where only one Bidder among several is pre-qualified, BETDS reserves the right to open the Financial Bid and award the Project to such Bidder.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for short-listing of qualified Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising BETDS in relation to matters arising out of, or concerning, the Bidding Process.

BETDS shall treat all information submitted as part of the Bid in strict confidence, and shall require all persons having access to such information to maintain the same level of confidentiality.

BETDS may disclose such information only where it is required to do so by any statutory authority having the power under law to require such disclosure, or for the purpose of enforcing or asserting any right or privilege of such statutory authority and/or BETDS, or as otherwise required by law or in connection with any legal proceedings.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Bids, BETDS shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a) it is submitted in the prescribed format at Appendix-I;
- b) it is submitted on the e-Procurement portal (www.eproc2.bihar.gov.in) on or before the Bid Due Date, including any extension thereof pursuant to Clause 2.14.2;
- c) it is digitally signed by the authorised signatory and submitted in accordance with Clauses 2.12 and 2.13;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in case of a Consortium, the Power of Attorney as specified in Clause 2.2.6(c);
- e) it contains all information and documents, complete in all respects, as requested in this RFP;
- f) it contains information in the formats specified in this RFP;
- g) it contains certificates from its Statutory Auditor(s) or the concerned client(s) in the prescribed formats, in respect of each Eligible Project;
- h) it is accompanied by proof of payment towards the cost of the Bidding Documents, as specified in Clause 1.2.1;
- i) it is accompanied by the Bid Security, as specified in Clause 1.2.4;
- j) it is accompanied by the Joint Bidding Agreement (in case of a Consortium), as stipulated in Clause 2.2.6(g);
- k) it contains the requisite documents / evidences in support of the Technical Tie-Up Partner's experience, as specified in Clause 2.2.3 (where applicable);
- l) it does not contain any condition or qualification;
- m) it contains a digital acknowledgement / acceptance of the RFP, Draft Concession Agreement, Schedules and Addenda (if any); and
- n) it is not otherwise non-responsive in terms of this RFP.

2.19.2 BETDS reserves the right to reject any Bid which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid.

2.20 Clarifications

2.20.1 To facilitate evaluation of Bids, BETDS may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by BETDS for this purpose. All requests for clarification and responses thereto shall be in writing and/or through the e-Procurement portal (www.eproc2.bihar.gov.in) or by e-mail.

2.20.2 If a Bidder does not provide the clarifications sought under Clause 2.20.1 within the prescribed time, its Bid shall be liable to rejection. In case the Bid is not rejected, BETDS may proceed to evaluate the Bid based on its best interpretation of the information available, and the Bidder shall be barred from subsequently questioning such interpretation.

2E QUALIFICATION AND BIDDING

2.21 Short-Listing and Notification

After evaluation of Bids in the Qualification Phase, BETDS shall announce the list of short-listed qualified Bidders who shall be eligible to participate in the Financial Proposal Phase. BETDS shall not entertain any queries or requests for clarification from Bidders who do not qualify.

2.22 Submission of Bids

Bidders shall submit their Bids in the form and manner specified in this RFP and the Bidding Documents, through the e-Procurement portal (www.eproc2.bihar.gov.in).

2.23 Proprietary Data

All documents and information supplied by BETDS, or submitted by a Bidder to BETDS, shall remain or become the property of BETDS. Bidders shall treat all such information as strictly confidential and shall not use it for any purpose other than preparation and submission of their Bid. BETDS shall not return any Bid or any information provided therewith.

2.24 Correspondence with the Bidder

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

2.25 Validity of Bids

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

2F. BID SECURITY

2.26 Bid Security

- 2.26.1 The Bidder shall furnish, as part of its Bid, a Bid Security of an amount specified in the Bid Data Sheet, in the form of a Bank Guarantee issued by a Scheduled Bank in India, in favour of BETDS, in the format specified at Appendix-VI. The Bid Security shall have a validity of 180 (one hundred and eighty) days, inclusive of a claim period of 12 (twelve) months, or such extended period as may be mutually agreed. A scanned copy of the Bid Security shall be uploaded on the e-Procurement portal (www.eproc2.bihar.gov.in) as part of the Technical Bid, and the original instrument, if required, shall be submitted in the manner specified in the Bid Data Sheet. BETDS shall not be liable to pay any interest on the Bid Security, and the same shall remain interest-free.
- 2.26.2 The Bank Guarantee shall be issued by a Scheduled Bank in India, having a minimum net worth as specified in the Bid Data Sheet, and shall be in favour of BETDS. For the purposes of this Clause, "Scheduled Bank" shall have the meaning assigned under the Reserve Bank of India Act, 1934.
- 2.26.3 Any Bid not accompanied by the Bid Security in the prescribed form shall be summarily rejected as non-responsive.
- 2.26.4 Save and except as provided in this RFP, the Bid Security of unsuccessful Bidders shall be returned by BETDS, without interest, as promptly as possible upon acceptance of the Bid of the Selected Bidder or cancellation of the Bidding Process, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.26.5 The Bid Security of the Selected Bidder shall be returned, without interest, upon execution of the Concession Agreement and submission of the Performance Security. BETDS may, at the option of the

Selected Bidder, adjust the Bid Security against the Performance Security to be provided under the Concession Agreement.

2.26.6 BETDS shall be entitled to forfeit and appropriate the Bid Security as damages, inter alia, in any of the events specified in Clause 2.26.7. The Bidder, by submitting its Bid, shall be deemed to have acknowledged that BETDS shall suffer loss and damage on account of withdrawal of the Bid or any default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be provided to any Bidder.

2.26.7 Forfeiture of Bid Security: The Bid Security shall be forfeited as damages, without prejudice to any other right or remedy that may be available to BETDS under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:

(a) if a Bidder submits a non-responsive Bid;

(b) if a Bidder engages in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as specified in Section 4 of this RFP;

(c) if a Bidder withdraws its Bid during the period of Bid validity, as specified in this RFP or as extended by mutual consent of the Bidder and BETDS;

(d) in the case of the Selected Bidder, if it fails, within the specified time limit:

(i) to sign and return the duplicate copy of the Letter of Award (LOA);

(ii) to execute the Concession Agreement within the stipulated or extended time period; or

(iii) to furnish the Performance Security within the period prescribed in the Concession Agreement;

(e) if the Selected Bidder, having executed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. CRITERIA FOR EVALUATION

3A. QUALIFICATION PHASE

3.1 Evaluation Parameters

- 3.1.1 Bidders shall be required to meet the eligibility criteria specified in Clause 2.2.2. The evaluation of Bids shall be carried out in accordance with the provisions of this Section 3. Bids of Bidders / Consortiums that do not meet the specified eligibility criteria shall be rejected.
- 3.1.2 The competence and capability of the Bidder shall be assessed based on the following parameters:
- (a) Technical Capacity; and**
 - (b) Financial Capacity.**

3.2 Technical Capacity for purposes of Evaluation

- 3.2.1 The experience of having undertaken projects (tourism / eco-tourism / hospitality / infrastructure or otherwise) as specified in Clause 2.2.2(A) shall qualify as Eligible Projects (the “Eligible Projects”) for the purpose of evaluating Technical Capacity and Eligible Experience (the “Eligible Experience”).
- 3.2.2 For evaluating Technical Capacity under this Clause, Eligible Experience shall be measured only for Eligible Projects undertaken by the Bidder or its Consortium Members. However, in case the Bidder is applying through the High Net Worth Route or under Category 2, it shall be required to enter into a MoU / Agreement for Technical Support with an entity having the mandatory experience as specified in Clause 2.2.3 of this RFP.
- 3.2.3 In the event that any Eligible Project has been undertaken by the Bidder as part of a Joint Venture / Consortium, the Bidder claiming experience in respect of such Project shall have held a minimum of 26% (twenty-six per cent) equity in the entity executing the Project, during the period for which Eligible Experience is being claimed.
- 3.2.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the same Consortium. In other words, no double counting of experience shall be permitted under any circumstances.

3.3 Details of Experience

- 3.3.1 The Bidder shall furnish details of its Eligible Experience for the last five (5) financial years immediately preceding the Bid Due Date. In the event that the Bidder fails to provide the required information in the prescribed formats, along with supporting certificates as specified in this RFP, such information shall be considered inadequate and may lead to exclusion of the relevant project from computation of the Bidder’s Eligible Experience.
- 3.3.2 The Bidder shall provide the necessary information relating to Technical Capacity in the format specified at Annex-II of Appendix-I.
- 3.3.3 The Bidder shall furnish project-specific details and supporting evidence in support of its claim of Technical Capacity, in the format specified at Annex-IV of Appendix-I.
- 3.3.4 In the event that a Bidder is applying through the High Net Worth Route or Category 2, such Bidder shall also submit, as part of its Bid, the requisite documents and evidences demonstrating the Technical Tie-Up Partner’s experience in respect of the projects specified in Clause 2.2.3. All such

documents shall be duly counter-signed by the authorised signatory of the Bidder at the time of submission of the Bid.

3.4 Financial Information for the Purpose of Evaluation

- 3.4.1 The Bid shall be accompanied by the Audited Annual Reports of the Bidder (and of each Member, in case of a Consortium) for the last five (5) financial years preceding the year in which the Bid is submitted.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore not available, the Bidder shall provide an undertaking to this effect, duly certified by its Statutory Auditor. In such a case, the Bidder shall submit the Audited Annual Reports for five (5) financial years preceding the year for which audited accounts are not available.
- 3.4.3 The Bidder shall establish the minimum Net Worth specified in Clause 2.2.2(B) and provide the relevant details in the format specified at Annex-III of Appendix-I, duly certified by the Statutory Auditor.
- 3.4.4 A Bidder applying through the High Net Worth Route shall establish that it has a Net Worth of at least 60% of the Total Estimated Project Cost in the preceding financial year, in accordance with Clause 2.2.2(C). Such details shall be provided in the format specified at Annex-III of Appendix-I, duly certified by the Statutory Auditor.

3.5 Qualification and Short-listing of Bidders

- 3.5.1 Only those Bids which are found to be substantively responsive to the requirements of this RFP, including verification of the Bid Security, shall be considered for evaluation. In the Qualification Phase, the information, documents and credentials submitted by the Bidder as part of its Bid shall be evaluated to assess the technical and financial capability of the Bidder vis-à-vis the requirements specified in Clauses 2.2.2 and 2.2.3. In case of Bidders applying through the High Net Worth Route or under Category 2, the evaluation shall also include the experience and credentials of the Technical Tie-Up Partner. It is clarified that where the information, documents and credentials submitted in respect of the Technical Tie-Up Partner are found to be inadequate, or the Technical Tie-Up Partner does not possess the mandatory experience as specified in Clause 2.2.3, the Bid shall be liable for disqualification.
- 3.5.2 Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3* (where applicable), and possess the requisite Eligible Experience in respect of Eligible Projects in accordance with this RFP, shall be short-listed and shall be eligible to participate in the Financial Proposal Phase.

*applicable only for Bidders applying through the High Turnover Route or under Category 2.

3B. FINANCIAL PROPOSAL PHASE

3.6 Opening and Evaluation of Financial Proposal

- 3.6.1 Bidders who are shortlisted in accordance with Clause 3.5 shall be informed of the date and time of opening of the Financial Proposals through the e-Procurement portal (www.eproc2.bihar.gov.in) and/or by e-mail. The Financial Proposals shall be opened online through the e-Procurement system, and shortlisted Bidders may view the same as per the functionality available on the portal.

3.6.2 3.6.2 To facilitate evaluation of Financial Proposals, BETDS may, at its sole discretion, seek clarifications from any Bidder. All such clarifications and responses thereto shall be provided in writing and/or through the e-Procurement portal or by e-mail.

3.7 Selection of Bidder

3.7.1 Subject to the provisions of Clause 3.5, the Bidder whose Bid is found to be responsive in terms of Clause 2.19.1 and who achieves the **Lowest/Least Bid Value** shall be declared as the Selected Bidder (the “**Selected Bidder**”). In the event that BETDS rejects or annuls all Bids, it may, at its discretion, initiate a re-bidding process by inviting fresh Bids.

3.7.2 In the event that two or more Bidders achieve the same Total Weighted Financial Score (the “Tie Bidders”), BETDS shall identify the Selected Bidder by draw of lots, which may be conducted with prior notice, and may be held physically or through an appropriate electronic / transparent mechanism, in the presence of the Tie Bidders who choose to attend.

3.7.3 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), BETDS may invite the remaining Bidders to revalidate or extend their Bid Security, as necessary, and match the Bid of the Selected Bidder (the “second round of bidding”).

- If only one Bidder matches the Lowest Bid, such Bidder shall be the **Selected Bidder**.
- If two or more Bidders match the Lowest Bid, the Bidder whose Bid was **Lower in the first round** shall be declared the Selected Bidder.

3.7.4 In the event that no Bidder matches the Lowest Bid in the second round, BETDS may, at its discretion:

- invite fresh Bids (third round) from all Bidders except the Lowest Bidder of the first round; or
- annul the Bidding Process.

In such third round, Bidders may be required to revalidate or extend Bid Security,

3.7.5 After selection, a Letter of Award (LOA) shall be issued by BETDS to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of the LOA, acknowledge the LOA (digitally and/or by submission of signed copy, as specified). In case of failure to acknowledge the LOA within the stipulated time, BETDS may, unless extension is granted, forfeit the Bid Security as damages, and may consider the next eligible Bidder.

3.7.6 Upon acknowledgement of the LOA, the Selected Bidder shall cause the Concessionaire (SPV) to execute the Concession Agreement within the period specified in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment to the Concession Agreement.

3.8 Contacts during Bid Evaluation

3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time BETDS makes an official intimation of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, BETDS and/or its employees/representatives on matters related to the Bids under evaluation, except as expressly permitted under the Bidding Documents.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during the Bidding Process and subsequent to the issue of the LOA, and during the subsistence of the Concession Agreement.

Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, BETDS may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without any liability, if it determines that the Bidder or Concessionaire has, directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

In such an event, BETDS shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy available under the Bidding Documents, the Concession Agreement or applicable law.

4.2 Without prejudice to the rights of BETDS under Clause 4.1 and other remedies available under the LOA or the Concession Agreement, if a Bidder or Concessionaire is found to have engaged in any of the aforesaid practices, such Bidder or Concessionaire shall be debarred from participating in any tender or RFP issued by BETDS for a period of 2 (two) years from the date of such determination.

4.3 Definitions

For the purposes of this Section, the following terms shall have the meanings assigned below:

(a) **“Corrupt Practice”** means:
(i) offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of any person connected with the Bidding Process; or
(ii) engaging, during the Bidding Process or within **1 (one) year** after execution of the Concession Agreement, any person who has been a **authority** of BETDS or the Concessioneing Authority in relation to the Project, in any manner not permitted under Clause 2.2.1(d).

For avoidance of doubt, employing or engaging any official of BETDS or the Concessioneing Authority, who has been associated with the Project, within one year of cessation of such official’s service, shall be deemed to constitute influencing the Bidding Process.

(b) **“Fraudulent Practice”** means a misrepresentation or omission of facts, 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 participation or action in the Bidding Process.

(d) **“Undesirable Practice”** means:
(i) establishing contact with any person connected with or engaged by BETDS or the Concessioneing Authority with the objective of canvassing, lobbying or influencing the Bidding Process; or
(ii) having a Conflict of Interest.

(e) **“Restrictive Practice”** means forming a cartel or arrangement among Bidders with the objective of restricting or manipulating fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

5.1 A Pre-Bid Conference of interested parties shall be convened on the date and time specified in the Schedule of Bidding Process. The meeting may be conducted physically, virtually, or in hybrid mode, as decided by BETDS, and details of the venue / meeting link shall be communicated through the e-Procurement portal (www.eproc2.bihar.gov.in) and/or by e-mail.

Bidders are encouraged to participate. A maximum of 2 (two) representatives per Bidder shall be permitted to attend the Pre-Bid Conference, upon submission of an authorisation letter from the Bidder.

5.2 During the Pre-Bid Conference, Bidders shall be free to seek clarifications and make suggestions for consideration of BETDS.

BETDS shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

All clarifications and responses shall subsequently be uploaded on the e-Procurement portal, without identifying the source of queries, and shall form an integral part of this RFP.

6. MISCELLANEOUS

6.1 Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India, and the courts at Patna, Bihar shall have exclusive jurisdiction over all disputes arising out of or in connection with the Bidding Process.

6.2 Rights of BETDS

BETDS, 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 Documents or modify the dates or other terms and conditions relating thereto;
- (b) seek clarifications or additional information from any Bidder;
- (c) pre-qualify or not to pre-qualify any Bidder;
- (d) retain any information and/or documents submitted by or on behalf of any Bidder; and/or
- (e) independently verify, disqualify, reject and/or accept any and all submissions, information or evidence submitted by or on behalf of any Bidder.

6.3 Disclaimer and Release

It shall be deemed that by submitting the Bid, the Bidder agrees and releases BETDS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities arising out of or in connection with:

- the exercise of any rights and/or performance of any obligations under this RFP and the Bidding Documents; and/or
- the Bidding Process itself,

to the fullest extent permitted under applicable law.

The Bidder further waives any and all rights and/or claims, whether actual or contingent, present or future, in this regard.

6.4 The Project concept has been developed based on preliminary studies and assessments undertaken by the Authority and its advisors. The development approach may include adoption of appropriate technology solutions and design standards that are safe, sustainable, and suitable for the Project objectives.

The Selected Bidder shall be responsible for proposing and implementing technically feasible, environmentally compliant, and internationally accepted standards and systems, in line with applicable laws, regulations and best industry practices.

Any specific technology, system or standard indicated in this RFP is indicative in nature and the final selection shall be subject to detailed design, feasibility, statutory approvals and mutual agreement in accordance with the Concession Agreement.

7. PROJECT INFORMATION & SCOPE OF WORK

1. Introduction

The current proposal envisages a comprehensive and integrated eco-tourism development initiative for Bhimbandh Wildlife Sanctuary, covering an area of approximately 681 sq. km spread across the districts of Munger, Lakhisarai and parts of Jamui. Bhimbandh Sanctuary is endowed with unique natural hot water springs, extensive forest cover, rich biodiversity, scenic hill landscapes and a range of historic, cultural and nature-based attractions, which together constitute the core strengths and distinctive identity of the region.

The natural hot water springs, occurring at multiple locations within and around Bhimbandh, represent a unique natural asset and a key differentiator for eco-tourism and wellness-based experiences. In addition, the sanctuary encompasses several natural, scenic and heritage locations, offering significant potential for nature tourism, adventure tourism, interpretation and experiential travel.

The development strategy is anchored around an integrated eco-tourism circuit comprising Bhimbandh – Kukurjhap – Kharagpur Lake, conceived as the three principal nodes of tourism activity. As part of this strategy, Kharagpur Lake is proposed to be developed as an iconic destination for water-based recreation, low-impact water sports and adventure tourism, subject to environmental safeguards and statutory approvals.

The overall approach follows a conservation-led, community-centric and sustainability-oriented framework, with emphasis on ecological balance, regulated visitor management, livelihood generation for local communities and adoption of best practices in eco-tourism development. The project is proposed to be implemented through public and public-private partnership (PPP) models, enabling professional planning, development and operations while ensuring that conservation objectives, forest regulations and community interests remain paramount.

The following eco-tourism sites have been identified within the Bhimbandh Wildlife Sanctuary for phased and sustainable eco-tourism development, subject to statutory approvals and environmental safeguards:

1. Kharagpur Jhil Eco-Tourism Site

A prominent waterbody with high potential for low-impact water-based recreation, nature interpretation and adventure tourism activities.

2. Bhimbandh Eco-Tourism Site

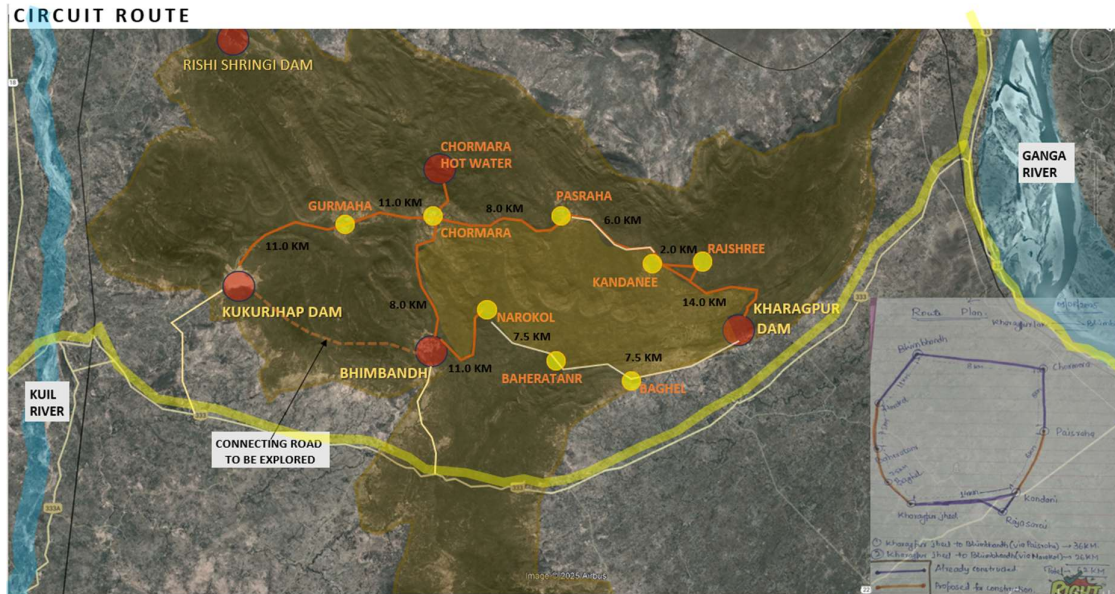
Located in the core Bhimbandh area, known for natural hot water springs, forest landscapes and biodiversity-based tourism experiences.

3. Kukurjhap Dam Eco-Tourism Site

A scenic reservoir offering opportunities for nature-based recreation, controlled water activities and eco-tourism infrastructure development.

4. Chormara Forest Eco-Tourism Site

A forest-rich area suitable for guided nature trails, wildlife interpretation, eco-camps and community-based tourism initiatives.



2. Kharagpur Jhil Eco-Tourism Site

Description:

Kharagpur Jhil is a large natural lake set amidst forested and hilly terrain, making it a key eco-tourism location within the Bhimbandh forest landscape. The lake supports rich wetland biodiversity, including migratory bird species and diverse aquatic life, and plays an important role in maintaining ecological balance and groundwater recharge in the region. Its scenic natural surroundings and tranquil forest setting provide strong potential for eco-tourism activities such as non-motorised boating, bird watching, guided nature walks and environmental education. The site also offers scope for the development of low-impact, eco-friendly infrastructure and community-based tourism initiatives, particularly during the peak visitation season from October to March.



Location:

Kharagpur Jhil Eco-Tourism Site is located at Haveli Kharagpur in Munger district, Bihar.

Road Connectivity:

The site is situated approximately 6 km from National Highway-333 (Jamui–Bariyarpur Road) and is accessible via existing Public Works Department (PWD) and rural road networks.

Rail Connectivity:

The nearest railway station is Bariyarpur Railway Station, located at an approximate distance of 25 km. Jamui Railway Station is about 45 km from the site.

Air Connectivity:

The nearest airport is Jay Prakash Narayan International Airport, Patna (Bihar), located approximately 217 km from Kharagpur Jhil.

Proximity to Major Locations:

- Jamui – approximately 50 km
- Patna – approximately 210 km
- Nagi–Nakti Bird Sanctuary (Jamui) – approximately 50 km

Local Infrastructure:

Basic tourism infrastructure, including hotels, lodges, restaurants and guest houses, is available in and around Kharagpur town, located about 6 km from the site.

Proposed Land Area:

The proposed development area comprises land under the Irrigation Department and/or within the wildlife sanctuary. Development shall be subject to statutory approvals, including forest and wildlife clearances, as applicable.

Indicative Project Components:

- Lake-based water sports and recreation facilities
- Eco-resort with cottages and admin blocks
- Mountain deck with viewpoints, tea stalls & children’s play areas
- Adventure activities including two-way zip-liner
- Bhawracol fish therapy centre near the lake
- Landscaped leisure zones and trekking routes
- Nature/ Wildlife Interpretation Centre

3. Bhimbandh Eco-Tourism Site

Description:

Bhimbandh is a scenic eco-tourism destination located amidst the dense forests of the Kharagpur hills, approximately 50 km from the district headquarters. Surrounded by forested hills, natural waterfalls and tranquil landscapes, the area offers a rich natural setting for eco-tourism.

As per local tradition and references in the *Mahabharata*, Bhima, one of the Pandava brothers, is believed to have constructed a dam at this location, from which the site derives its name “Bhimbandh.” The region is also renowned for its natural hot water springs, which are spread across the area and attract visitors throughout the year.

Visitors to Bhimbandh engage in activities such as nature walks, bathing in the hot springs, scenic viewing, photography, bird watching and interpretation of the site’s natural, ecological and cultural heritage. These features make Bhimbandh a prominent eco-tourism and nature-based recreation destination within the sanctuary.



Location:

Bhimbandh Eco-Tourism Site is located in the south-western part of Munger district in the State of Bihar, within the Bhimbandh Wildlife Sanctuary.

Road Connectivity:

The site is situated at an approximate distance of 11 km from National Highway-333 (Jamui–Bariyarpur Road) and is accessible through existing Public Works Department (PWD) and rural connecting roads.

Nearest Railway Station:

The nearest railway station is Jamui Railway Station, located at an approximate distance of 30 km from the Bhimbandh Eco-Tourism Site.

Nearest Airport:

The nearest airport is Jay Prakash Narayan International Airport, Patna (Bihar), located at an approximate distance of 200 km.

Distance from Major Locations:

- Jamui – Nagi Nakti Dam: approximately 37 km
- Patna: approximately 190 km

Local Infrastructure:

Basic tourism infrastructure such as hotels, lodges, restaurants and guest houses is available at Kharagpur Town, located approximately 26 km from the Bhimbandh Eco-Tourism Site. In addition, two government guest houses are available within the Bhimbandh campus.

Proposed Area:

The proposed development area falls within the notified sanctuary area. All proposed activities shall be subject to applicable forest and wildlife clearances and approvals from competent authorities.

Indicative Project Components:

- Hot and cold water spring development with bathing lakes
- Wellness & Spa Centre (hot spring spa, Ayurveda-based therapies)
- Eco-cottages and tree house accommodation

- Forest Experience Centre, interpretation gallery & workshop/training centre
- Cafeteria, administration block, auditorium & indoor activity areas
- Landscaped gardens, orchid & fruit zones
- Elevated natural trails, trekking routes, viewpoints & bird-watch towers
- Jungle joy rides (EV/horse/bullock cart-based)
- Forest adventure activities (rope courses, zip-lining near Belatand)

4. Kukurjhap Dam Eco-Tourism Site

Description:

Kukurjhap Dam, located in Jamui district, is set amidst dense forest cover, rolling hills and a pristine natural environment, making it an attractive destination for nature-based recreation and eco-tourism. The reservoir offers opportunities for boating and passive recreation, while the surrounding forest landscape supports rich biodiversity, including a notable population of peacocks and other wildlife. Occasional sightings of crocodiles within the reservoir add to the ecological significance of the site, with forest and district authorities ensuring appropriate safety and visitor management measures. The overall setting highlights strong potential for developing a well-regulated, conservation-oriented eco-tourism destination.



Location:

The Kukurjhap Dam Eco-Tourism Site is located in Barhat Block of Jamui district, Bihar.

Road Connectivity:

The site is situated at an approximate distance of 7 km from National Highway-333 (Jamui–Bariyarpur Road) and is accessible through existing Public Works Department (PWD) and rural connecting roads.

Nearest Railway Station:

Jamui Railway Station, located at an approximate distance of 13 km.

Nearest Airport:

Jay Prakash Narayan International Airport, Patna (Bihar), located at an approximate distance of 180 km.

Distance from Major Locations:

- Jamui – Nagi Nakti Dam: approximately 36 km
- Patna: approximately 175 km

Local

Hotels, lodges, restaurants and guest houses are available in Jamui town, located approximately 16 km from the proposed site.

Infrastructure:

Proposed Area:

The proposed development area falls within the notified sanctuary area. All activities shall be subject to forest and wildlife clearances and approvals from competent authorities.

Indicative Project Components:

- Crocodile reserve and spotting points
- Entry plaza with parking and ticketing
- Interpretation gallery and nature education facilities
- Recreational areas, children’s play zone & food plaza
- Rest house with viewing decks
- Dam-side viewpoints and nature trails

5. Chormara Forest Eco-Tourism Site

Description:

Chormara Forest, located within the Bhimbandh Wildlife Sanctuary range in Jamui district, possesses strong potential for development as a conservation-oriented eco-tourism destination. The area is characterised by dense forest cover, rugged hill terrain and high biodiversity, supporting wildlife such as leopards, sloth bears, sambar deer and a wide variety of resident and migratory bird species. These attributes make it particularly attractive for nature enthusiasts, wildlife observers and trekking activities.

The presence of natural hot water springs in the surrounding valleys and foothills, along with historical and mythological associations linked to the Mahabharata period, further enhance the site’s uniqueness and visitor appeal. With appropriate regulation, community participation and alignment with Government-led eco-tourism initiatives, Chormara Forest offers significant scope for sustainable development that promotes conservation, nature education and local livelihoods while preserving the ecological integrity of the sanctuary.



Location:

The Chormara Forest Eco-Tourism Site is located within the Bhimbandh Wildlife Sanctuary range in Jamui district, Bihar.

Road Connectivity:

The site is situated at an approximate distance of 15 km from National Highway-333 (Jamui–Bariyarpur Road) and is accessible through existing Public Works Department (PWD) and rural connecting roads.

Nearest Railway Station:

Jamui Railway Station, located at an approximate distance of 20 km.

Nearest Airport:

Jay Prakash Narayan International Airport, Patna (Bihar), located at an approximate distance of 190 km.

Distance from Major Locations:

- Jamui – Nagi Nakti Dam: approximately 36 km
- Patna: approximately 190 km

Local Infrastructure:

Hotels, lodges, restaurants and guest houses are available in Jamui town, located approximately 16 km from the proposed site.

Proposed Area:

The proposed development area falls within the notified sanctuary area. All eco-tourism activities shall be subject to forest and wildlife clearances and approvals from competent authorities.

Indicative Project Components:

- Yog Gram (Yoga & meditation village)
- Ayurvedic village and wellness retreat
- Spa and wellness centre integrated with forest setting
- Nature-based accommodation and eco-activities

Sl. No.	Eco-Tourism Site	Key Location & Setting	Key Natural / Tourism Attributes (USP)	Access & Connectivity	Potential Eco-Tourism Activities	Regulatory Status
1	Kharagpur Jhil Eco-Tourism Site	Haveli Kharagpur, Munger District	Large natural lake surrounded by forest and hilly terrain; rich wetland biodiversity including migratory birds and aquatic life; important for ecological balance and groundwater recharge	~6 km from NH-333; ~25 km from Bariyarpur Railway Station; ~217 km from Patna Airport	Boating (non-motorised), bird watching, nature walks, environmental education, community-based tourism (seasonal: Oct–Mar)	Irrigation Dept. land / Sanctuary area; subject to forest & wildlife clearances

Sl. No.	Eco-Tourism Site	Key Location & Setting	Key Natural / Tourism Attributes (USP)	Access & Connectivity	Potential Eco-Tourism Activities	Regulatory Status
2	Bhimbandh Eco-Tourism Site	South-west Munger District	Dense forests, hills and waterfalls; natural hot water springs (year-round attraction); strong mythological and cultural linkage (Mahabharata period)	~11 km from NH-333; ~30 km from Jamui Railway Station; ~200 km from Patna Airport	Nature walks, hot spring bathing, bird watching, photography, eco-recreation, interpretation	Sanctuary area; subject to forest & wildlife clearances
3	Kukurjhaph Dam Eco-Tourism Site	Barhat Block, Jamui District	Forest-surrounded reservoir; scenic landscape; rich biodiversity including peacocks and aquatic fauna; high recreational value	~7 km from NH-333; ~13 km from Jamui Railway Station; ~180 km from Patna Airport	Controlled boating, nature recreation, bird watching, eco-picnic facilities with safety management	Sanctuary area; subject to forest & wildlife clearances
4	Chormara Forest Eco-Tourism Site	Bhimbandh Wildlife Sanctuary Range, Jamui District	Dense forest cover, rugged hills; habitat for leopard, sloth bear, sambar deer and bird species; nearby hot springs; mythological significance	~15 km from NH-333; ~20 km from Jamui Railway Station; ~190 km from Patna Airport	Nature trails, wildlife interpretation, trekking, eco-education, community-linked tourism	Sanctuary area; subject to forest & wildlife clearances

6. Minimum Development Obligations (MDO) and VGF Eligibility

The Project has been structured as an integrated eco-tourism development across multiple locations, with defined Minimum Development Obligations (MDOs) which shall be mandatorily undertaken by the Selected Bidder/Concessionaire.

1. Scope and Intent

The MDOs represent the **core infrastructure and tourism components** identified by the Authority to ensure:

- Holistic eco-tourism development
- Creation of sustainable and experience-based tourism assets
- Balanced regional development across identified clusters
- Enhancement of visitor amenities and carrying capacity

The Concessionaire shall be responsible for design, development, financing, construction, operation and maintenance (DBFOT basis) of all components listed under the MDOs.

2. Project Components under Minimum Development Obligations

The MDOs are structured across the following **four key development clusters**:

A. Bhim Bandh Area

The Concessionaire shall develop and operationalize the following:

- Development of Hot Water Spring facilities (2 ponds)
- Entrance Plaza with Admin Block, reception, waiting area and restaurant
- Wellness Centre
- Tree House Cottages (20 Nos.)
- Activity areas for adults and children
- Parking facilities
- Tracking route (~2 km up to hilltop temple)
- Landscaping and Signages
- Viewing deck with public amenities
- Site Entrance Gate

B. Chormara – Narokol – Belatand Cluster

The Concessionaire shall develop:

- Natural Spa Centre and Ayurveda Village at Chormara
- Visitor Workshop Area
- Recreational Activity Area at Belatand (riverfront)
- Food kiosks and connecting bridge
- Check Dam
- Viewing deck with public amenities
- Seating areas along riverfront
- Fencing (~900 m)
- Landscaping and Signages

C. Kukurjhap Dam Area

The Concessionaire shall develop:

- Entrance Plaza with parking and viewing point
- Crocodile Museum
- Viewing deck with food plaza and children's play area
- Intermediate viewing deck (towards Gurmaha)
- Landscaped areas
- Rest House
- Signages

D. Kharagpur Dam Area

The Concessionaire shall develop:

- Entrance Plaza with Admin Block, reception and restaurant
- Wellness Centre
- Activity Areas (minimum 3)
- Visitor Workshop Area
- Tree House Cottages (10 Nos.) and Floating Cottages (10 Nos.)
- Water sports infrastructure
- Landscaping and Signages
- Parking with tourist amenities
- Fencing
- Viewing Decks
- Bhawrakund Fish Therapy Area, including:
 - Semi-open food plaza

- Seating area for fish spa
- Connecting bridge

3. Mandatory Nature of MDO

- The above components constitute the Minimum Development Obligations (MDOs).
- The Bidder shall mandatorily develop all components listed above.
- Any omission, deviation, or reduction in scope shall be treated as non-compliance.

4. Linkage with Viability Gap Funding (VGF)

- The MDO components shall be eligible for VGF support, subject to applicable guidelines.
- The Estimated Project Cost for MDOs shall form the basis for VGF assessment.
- VGF shall be provided only for eligible components, as per Government of India / State guidelines.
- Any additional development proposed by the Bidder beyond MDO shall not be eligible for VGF, unless explicitly approved.

5. Flexibility for Additional Development

- The Bidder is encouraged to propose additional tourism, hospitality, or experiential components to enhance project viability.
- Such components shall be:
 - Over and above the MDO
 - At the sole cost and risk of the Concessionaire
 - Subject to approval by the Authority

6. Design and Sustainability Requirements

All developments under MDO shall:

- Follow eco-sensitive and sustainable design principles
- Minimize environmental impact
- Use local materials and architectural context where feasible
- Comply with all statutory approvals and environmental norms

7. Operation & Maintenance Obligations

The Concessionaire shall:

- Operate and maintain all MDO assets throughout the Concession Period
- Ensure service quality, safety, and upkeep
- Maintain assets as per performance standards defined in the Concession Agreement

8. Risk and Responsibility

- The Concessionaire shall bear full responsibility for design adequacy, cost estimation, and execution of all MDO components.
- No claim shall lie against the Authority for:
 - Underestimation of cost
 - Site conditions
 - Demand assumptions

9. Estimated Project Cost

DEVELOPMENT OF BHIM BANDH WILD-LIFE ECO TOURISM CIRCUIT ON PPP MODEL					
SL.NO.	DESCRIPTION	AREA IN SQ M	AREA IN SQFT	AMOUNT IN RS.	LAND STATUS
1	BHIM BANDH AREA				

DEVELOPMENT OF BHIM BANDH WILD-LIFE ECO TOURISM CIRCUIT ON PPP MODEL					
SL.NO.	DESCRIPTION	AREA IN SQ M	AREA IN SQFT	AMOUNT IN RS.	LAND STATUS
i	Hot Water Spring – 2 nos (POND) @ 4046 .4 SQ M	8093.7	87120.71597	3,64,21,704	Wildlife Sanctuary
ii	Adim Block Entrance Plaza with waiting area, reception and restaurant	2450.5	26377.182	8,82,18,000	
iii	Wellness Centre	176.45	1899.3078	52,93,500	
iii	Tree House Cottages – 20 Nos at Bhim Bandh	740	7965.36	2,22,00,000	
iv	Activity Area for adults and children at Bhimbandh	185.25	1994.031	46,31,250	
v	Parking area at Bhimbandh	22000	236808	33,00,00,000	WILDLIFE SANCTUARY
vi	Tracking route 2km (upto temple at hill top)(2 KM)	2000 M		60,00,000	WILDLIFE SANCTUARY
vii	Landscape And Signages	50000	538200	15,00,00,000	WILDLIFE SANCTUARY
vi	Viewing deck with public amenities	165	1776.06	47,85,000	WILDLIFE SANCTUARY
vii	Site Entrance Gate	200	2152.8	72,00,000	WILDLIFE SANCTUARY
SUB TOTAL - A				65,47,49,454	
2	CHORMARA , NAROKOL (HOT AND COLD WATER INTERSECTION) AND BELATAND				
i	Natural Spa Centre and Ayurveda Village at Chormara	6056.5	65192.166	25,43,73,000	WILDLIFE SANCTUARY LAND
ii	Workshop Area for the visitors at Chormara	550	5920.2	1,98,00,000	
iii	Activity Area for adults and children at Belatand near river	367.5	3955.77	1,32,30,000	
iv	Food kiosk and connecting bridge	157.5	1695.33	56,70,000	
v	Check Dam	12	129.168	3,60,000	
vi	Viewing deck with public amenities	165	1776.06	34,65,000	
vii	Seating area along river	90	968.76	27,00,000	
viii	Fencing (900M)	900M		90,00,000	
ix	Landscaping	5000	53820	2,50,00,000	
x	Signages	LS		15,00,000	
SUB TOTAL - B				33,50,98,000	
3	KUKURJHAP DAM				
	Entrance plaza with parking and viewing point	2500	26910	6,25,00,000	IRRIGATION DEPT LAND/Wildlife Sanctuary
	Crocodile museum	150	1614.6	82,50,000	
	Viewing deck with food plaza and children's play area	225	2421.9	81,00,000	
	Viewing deck on way to Gurmaha	35	376.74	8,75,000	

DEVELOPMENT OF BHIM BANDH WILD-LIFE ECO TOURISM CIRCUIT ON PPP MODEL					
SL.NO.	DESCRIPTION	AREA IN SQ M	AREA IN SQFT	AMOUNT IN RS.	LAND STATUS
	Landscaped area	15000	161460	7,50,00,000	
	REST HOUSE	1347.082869	14500	4,84,94,983	
	Signage	LS		15,00,000	
	SUB TOTAL - C			20,47,19,983	
4	KHARAGPUR DAM				
					Wildlife Sanctuary/Irrigation department
i	Adim Block With Entrance Plaza, Waiting Area, Reception And Restaurant	1316	14165.424	8,55,40,000	
ii	Wellness Centre	300	3229.2	1,95,00,000	
iii	Activity Area For Adults And Children - 3 Nos.	600	6458.4	3,90,00,000	
iv	Workshop Area For The Visitors	400	4305.6	2,60,00,000	
v	Tree House Cottages – 10 Nos And Floating Cottages - 10 Nos.	370	3982.68	1,33,20,000	
vi	Water Sports For Adults And Children	LS		3,00,00,000	
vii	Landscape And Signages	12000	129168	6,00,00,000	
viii	Parking Area with basic tourist Amenities	8000	86112	9,60,00,000	
ix	Fencing	1000 M		1,00,00,000	
xi	Viewing Deck	350	3767.4	63,00,000	
xi	BHAWRAKUND - Fish Therapy Area				
a	Semi open food plaza	500	5382	1,05,00,000	
b	Seating area for fish Spa	2000	21528	3,00,00,000	
c	Connecting bridge	15	161.46	6,75,000	
	SUB TOTAL - D			42,68,35,000	
	TOTAL PROJECT COST = A+B+C+D			1,62,14,02,437	

The assessment of actual cost of the Project will have to be made by the Bidders themselves. The Estimated Project Cost is indicative in nature and shall include the cost of construction comprising civil, electrical, mechanical and other associated costs, excluding the cost of land. The Bidders are advised to undertake their own due diligence, investigations and detailed assessments while arriving at the Project Cost and shall not rely solely on the Estimated Project Cost provided in this RFP.

The Concessionaire shall be responsible for payment of all applicable taxes, duties, levies and charges, including but not limited to GST and any other statutory taxes as may be applicable from time to time, in accordance with Applicable Laws.

No claim whatsoever shall lie against the Authority on account of any variation in the Estimated Project Cost, and the Bidder shall bear all risks, costs and consequences arising out of any underestimation, miscalculation or error in assessment of the Project Cost.

APPENDICES

Appendix I: Letter Comprising the Bid

(Refer Clause 2.13.2A & 2.13.6)

To,

Project Director
Bihar Eco Tourism Development Society (BETDS)
Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014.

Sub: Bid for “Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)”

Dear Sir,

1. 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.
2. I/ We acknowledge that **BETDS** will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Selected Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to **BETDS** any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of **BETDS** 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 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 **BETDS**;
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(b) and 2.2.1(c) 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 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Concessioneing 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 Section 4 of the RFP document, no person acting for us or on our behalf has

- engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ 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, in accordance with Clause 2.17.6 of the RFP document.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of associate of any other Bidder/ 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/ any Member of the Consortium or against our/ their 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 provisions of this RFP, we shall intimate **BETDS** of the same immediately.
 15. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
 16. 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.
 17. 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 **BETDS** in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof
 18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 19. I/ We certify that in terms of the RFP, my/our Turnover is Rs.(Rs. in words).
 20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the Draft Concession Agreement that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 21. I/ We have studied all the Bidding Documents carefully and also surveyed the Project sites. 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 **BETDS**

- or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/ We offer a Bid Security of _____ to **BETDS** in accordance with Clause 1.2.4 of the RFP Document.
 23. The Bid Security in accordance with Clause 1.2.4 of the RFP Document in the form of a Demand Draft or Bank Guarantee is attached.
 24. The Demand Draft or Payment Receipt towards the cost of Biding Documents as specified in Clause 1.2.1 is attached.
 25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
 26. The Annual Concession Fee and Grant which will be paid as per the provisions of the Draft Concession Agreement, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
 27. I/We agree to pay the all-applicable taxes to the Central Government for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
 28. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
 29. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the Concession Agreement.

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

Date:

Place:

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

Name and Seal of the Bidder / Lead Member

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

Appendix I: Annex 1: Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for **BETDS**:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. **In case of a Consortium:**
(a) The information above (1–4) should be provided for all the Members of the Consortium.
(b) A copy of the **Jt. Bidding Agreement**, as envisaged in Clause 2.2.6(g), should be attached to the Bid.
(c) Information regarding the role of each Member should be provided as per the table below.

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}	Percentage of Equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with **Instruction 4 at Annex-IV**.

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

Name of Bidder / Member of Consortium: _____

Sl. 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, from participating in any project (BOT or otherwise)?	<input type="checkbox"/>	<input type="checkbox"/>
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?	<input type="checkbox"/>	<input type="checkbox"/>
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 penalised due to any other reason in relation to execution of a contract, in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>

6. 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 provided below:

(Attach additional sheets, if necessary)

Date:

Place:

Yours faithfully,

(Signature, Name and Designation of the Authorised Signatory)

Name and Seal of the Bidder / Lead Member

Appendix I: Annex 2: Technical Capacity of the Bidder

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

Experience Details Table

Bidder Type\$	Number of Projects	Name of Project	Project Cost	Revenue Year 1	Revenue Year 2	Revenue Year 3	Revenue Year 4	Revenue Year 5
Single Entity Bidder								
Consortium Member 1								
Consortium Member 2								
Consortium Member 3								

\$ 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, the row titled “**Single Entity Bidder**” may be ignored.

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/or by an Associate specified in **Clause 2.2.9** and/or by a project company eligible under **Clause 3.2.3**. In case the Bid Due Date falls within **3 (three) months** of the close of the latest financial year, refer to **Clause 2.2.12**.

@ Provide **supporting documents / work orders / agreements**, etc., to substantiate the claim of experience.

Certificate from the Statutory Auditor

This is to certify that the information contained above is correct as per the **Books of Accounts** of the Bidder / Member of the Consortium / Associate.

Name of the Authorised Signatory: _____

Designation: _____

Name of the Audit Firm: _____

(Signature of the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

Appendix I: Annex 3: Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFP)

Financial Capacity Table (In Rs. Crore\$\$)

Bidder Type\$	Member Code£	Net Profit – Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Turnover – Year 1 (8)
Single Entity Bidder							
Bidder applying through High Turnover Route							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Name & Address of Bidder’s Bankers:

.....

\$ 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, the row titled “**Single Entity Bidder**” may be ignored.

£ For **Member Code**, see Instruction 4 at **Annex-IV of Appendix-I**.

€ The Bidder should provide details of its own **Financial Capability** or of an **Associate** specified in Clause **2.2.9**.

\$\$ For conversion of other currencies into rupees, see note below **Annex-II of Appendix-I**.

Certificate from the Statutory Auditor

This is to certify that the information contained above is correct as per the **Books of Accounts** of the Bidder, whose Turnover in F.Y. is Rs. _____ (Rupees in words).

Name of the Authorised Signatory: _____

Designation: _____

Name of the Audit Firm: _____

(Signature of the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

Instructions:

1. 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).
2. Deleted
3. Year 1 will be the latest completed financial year preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with the RFP document.
5. The Bidder shall also provide the name and address of its Bankers.

Appendix I: Annex 4: Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

Name of Bidder / Consortium Member

Project Experience Details

Item (1)	Particulars of the Project (3)
Title & nature of the project (Give a brief description for better understanding)	
Entity for which the project was constructed / developed	
Location	
Capital Cost of Project (Excluding land cost)	
Revenue from Project for last five financial years	
Date of commencement of project / contract	
Date of completion / commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Project of an Associate (Yes/ No)	
Mode (BOT, EPC, etc.)	

Certificate from the Statutory Auditor

This is to certify that the information contained above is correct as per the **Books of Accounts of the Bidder**.

Name of the Authorised Signatory: _____

Designation: _____

Name of the Audit Firm: _____

(Signature of the Authorised Signatory of the Statutory Auditor)

Seal of the Firm

Instructions:

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 the RFP. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
2. A separate sheet should be filled for each Eligible Project.
3. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member.

4. Name, address and contact details of owner / Authority / Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
5. The date of commissioning of the project, upon completion, should be indicated. In case of construction projects, completion of construction should be indicated.
6. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be provided. (Refer Clause 3.2.3)
7. 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 shall be permitted in any manner whatsoever.
8. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per prescribed formats 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.
9. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the prescribed format.

Certificate from Statutory Auditor / Company Secretary regarding Associate\$

Based on the authenticated records of the company, this is to certify that more than **50% (fifty per cent)** of the subscribed and paid-up voting equity of _____ (name of the Bidder / Consortium Member / Associate) is held, directly or indirectly£, by _____ (name of Associate / Bidder / Consortium Member).

By virtue of the aforesaid shareholding, the latter exercises **control** over the former, who is an **Associate** in terms of **Clause 2.2.9 of the RFP**.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder / Consortium Member and the Associate. In the event the Associate is under common control with the Bidder / Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the Audit Firm: _____

Seal of the Audit Firm:
(Signature, Name and Designation of the Authorised Signatory)

Date: _____

10. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Eligible Experience.

\$ In the event that the Bidder / Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates, i.e., the shareholding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

Appendix I: Annex 5: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

To,

Project Director
Bihar Eco Tourism Development Society (BETDS)
Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014.

Sub: Bid for “Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)”.

Dear Sir,

We hereby confirm that we / our members in the Consortium (constitution of which has been described in the Bid) 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

* Please strike out whichever is not applicable

Appendix II: Power of Attorney for signing of Bid

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 our 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 **“Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)”** to the **Bihar Eco Tourism Development Society (BETDS)** (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 BETDS, presenting us in all matters before BETDS, 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 OF 2....

For
(Signature, name, designation and address)

Witnesses:

1. _____
2. _____

(Notarised)

Accepted

Notes:

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

Appendix III: Power of Attorney for Lead Member of Consortium

Whereas the Bihar Eco Tourism Development Society (BETDS) (“BETDS”) has invited Bids from interested parties for the “Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)” (the “Project”); and

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 document (RFP) 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, M/s. having our registered office at, and having our registered office at (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”).

We 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 qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participating in bidders and other conferences, responding to queries, submitting information/documents, signing and executing contracts and undertakings consequent to acceptance of the bid of the Consortium and generally representing the Consortium in all its dealings with **BETDS** 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 Concessions Authority.

AND 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/Consortium.

IN WITNESS WHEREOF

We, the Principals above named, have executed this Power of Attorney on this day of 2....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(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 required, the same should be under common seal affixed in accordance with the prescribed procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for delegation of powers.
- 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 it is issued. However, for countries that are signatories to the Hague Convention, an Apostille certificate shall suffice.

Appendix IV: Joint Bidding Agreement

(Refer Clause 2.13.2A)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} 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. {..... Limited, a company incorporated under the Companies Act, 1956/2013} 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)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and 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. **Bihar Eco Tourism Development Society (BETDS)**, represented by its Project Director (hereinafter referred to as the **“BETDS”** 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 No. dated (the **“RFP”**) for **“Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)”** (the **“Project”**) through public private partnership.
- B. **BETDS** (the **“Concessions Authority”**) will sign the Concession Agreement with the Concessionaire.
- C. 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
- D. 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.

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 Concessioneing Authority and for performing all its obligations as the Concessionaire 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 Agreement Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be {the Technical Member of the Consortium};
- c) Party of the Third Part shall be the Financial Member or Operation and Maintenance Member of the Consortium;

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 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:}

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 full commercial operation of the Project, be held by the Parties whose experience and turnover have been reckoned for qualification.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the full commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

6.4 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 full commercial operation date of the Project.

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

7. Representation of the Parties

(a) 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;

(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 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 organisational 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 fulfillment 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 BETDS 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 BETDS.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the date first written above.

For and on behalf of LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

Witnesses:

1. _____
2. _____

Notes:

1. The mode of 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, where required, the same should be under common seal affixed in accordance with the prescribed procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Agreement for delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney has been executed.

Appendix V: Letter Comprising the Financial Offer

(Refer Clause 2.13.2B)

To,

Project Director
Bihar Eco Tourism Development Society (BETDS)
Aranya Bhawan, 2nd Floor, Peer Ali Marg, Patna- 800014.

Sub: Bid for “Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)”.

Dear Sir,

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

1. I/ We hereby submit our Bid and offer to pay **Annual Concession Fee** of Rs. _____ (Rupees in words) which shall be paid yearly throughout the Concession Period by way of bi-annual instalments from the 5th anniversary of Commercial Operation Date. The Annual Concession Fee shall **be increased by 5% yearly over the previous year’s Annual Concession Fee.**
2. I/We hereby submit our Bid and require a **grant of Rs. _____ (Rupees _____ Only)** from the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and Concession Agreement.
3. I/We agree to pay the **GST and all other applicable taxes** to the Central Government, any State Government and/or Local Authorities for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
4. I/ We hereby declare to undertake the aforesaid Project in accordance with the terms & conditions of the Concession Agreement and the Bidding Documents.

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

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Date:

Place:

Name and Seal of Bidder / Lead Member

Appendix VI: Bank Guarantee for Bid Security

(refer clauses 1.2.4 and 2.26)

B.G. No.

Dated:

1. In consideration of you, **Bihar Eco Tourism Development Society (BETDS)** (hereinafter referred to as the “BETDS”, 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 registered under the relevant laws of India and having its registered office at {and acting on behalf of its Joint Venture / 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 RFP for “**Development of Eco-tourism Destination at Bhimbandh in Munger, Bihar through Public-Private Partnership (PPP) on a Design, Build, Finance, Operate and Transfer (DBFOT) basis with Viability Gap Funding (VGF)**” (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 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 **BETDS** an amount of (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by BETDS 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 BETDS is disputed by the Bidder or not, merely on the first demand from BETDS stating that the amount claimed is due to BETDS 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
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred 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 BETDS 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 BETDS 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 BETDS that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between BETDS 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, BETDS shall be entitled to treat the Bank as the principal debtor. BETDS 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 BETDS, and the Bank shall not be released from its liability under these presents by any exercise by BETDS 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 BETDS or any indulgence by BETDS to the said Bidder or by any change in the constitution of BETDS or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for BETDS 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 BETDS may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

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

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

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. The Bank shall be liable to pay the said amount or any part thereof only if BETDS 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)