TAMIL NADU TOURISM DEVELOPMENT CORPORATION LIMITED

REQUEST FOR PROPOSAL (RFP)

For

SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT, FINANCING, OPERATION, MANAGEMENT AND MAINTENANCE OF CAMPING SITE AT VATHALMALAI IN DHARMAPURI DISTRICT UNDER PPP MODE

VOLUME –I

January 2026

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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Tamil Nadu Tourism Development Corporation (the "**Authority**") 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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the

Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

GLOSSARY

Associate	As defined in Clause 2.2.1
Authority	As defined in Clause 1.1.2
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.14
Bid Due Date	As defined in Clause 1.1.14
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Price	As defined in Clause 1.2.6
TTDC	As defined in Clause 1.1.2
Concession	As defined in Clause 1.1.10
Concession Agreement	As defined in Clause 1.1.6
Concessionaire	As defined in Clause 1.1.6
Conflict of Interest	As defined in Clause 2.2.1
Damages	As defined in Clause 2.2.1
Financial Qualification Criteria	As defined in Clause 2.2.2 (B)
Financial Bid	As defined in Clause 1.2.1
Government	Government of India/Tamil Nadu
Highest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.8.4
Net Worth	As defined in Clause 2.2.3
Project	As defined in Clause 1.1.5
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.7
Technical Bid	As defined in Clause 1.2.1
Basic Eligibility Criteria	As defined in Clause 2.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DATA SHEET

1.	**Name of the Project**	Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP Mode
2.	**Tender issued by/ Agreement singing Authority**	Tamil Nadu Tourism Development Corporation
3.	**Procurement stages**	Single Stage
4.	**Bid Security**	Rs. 3,00,000/- through online transfer on e-procurement portal or intheformofElectronic Bank Guarantee
5.	**Bid Document availability on portal i.e. start date& time of issue of RFP document**	31.01.2026 at 11:00AM on the portal https://tntenders.gov.in
6.	**Site visit**	Visit to the Site by the Bidders will be facilitated by the Authority. Bidders interested in visiting the Site are required to send an email to pe.ttdc@gmail.com specifying the date and time.
7.	**Pre-bid meeting/ webinar**	[Date, Time and Venue to be specified/option for attending the pre-bid meeting online shall be specified along with the VC link to join the meeting to be provided.] Physical meeting: The Pre-bid meeting would be held at the TTDC office on the following date at 15:00 hours IST: **Pre-bidMeeting:** 05.02.2026 – 11.30AM **VC link:**Time: Join Zoom Meeting https://us02web.zoom.us/j/87385438647?pwd=NhYHp76sdIiWv6lBUgfLDfyuA8Kavv.1

		Meeting ID: 873 8543 8647 Passcode: 912412
8.	**Last Date and Time for submission of queries**	Date: 05.02.2026 Time:18:00 Hrs Mode: email to pe.ttdc@gmail.com
9.	**Response to Pre-Bid Queries**	Please refer RFP
10.	**Last date and time of Submission of Bids**	12.02.2026 up to 3:00PM
11.	**DateandTimeforopeningof Technical Bids**	13.02.2026 at 3:00PM at the office of the Managing Director,TTDC
12.	**Date for Technical Presentation**	To be notified on https://tntenders.gov.in
13.	**Opening of Financial Bids**	To be notified on https://tntenders.gov.in
14.	**Details for submission of queries**	
15.	**Website details**	Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted on the following websites: https://tntenders.gov.in

1 INTRODUCTION

1.1 Background

1.1.1 The state of Tamil Nadu is blessed with a rich variety of natural and cultural attractions, covering heritage sites, temple towns, hill stations, waterfalls, beaches, national parks. etc. In Tamil Nadu, there are 6+ UNESCO World Heritage sites and 400+ Archaeological Society of India monuments and sites, 37 protected areas extending over 7,000 sq.km and a 1,000+ km long coastline packed with beaches, mangroves and coral reefs. With this great mix of ancient civilization, heritage, rich history and culture and natural beauty, Tamil Nadu has been one of India's most-visited destinations. To harness the plentiful tourism resources of the State and provide a tourism-led thrust to the local economy, the Government of Tamil Nadu identified the tourism sector as one of the focus areas of the State's development. Eventhough the State could retain its position among the top Indian states in tourist footfalls, both domestic and foreign, there is a need to transform Tamil Nadu into a leading global tourism hub capable of competing on an international platform with the joint and collaborative efforts among the State Government, the private sector, and the people of Tamil Nadu.

1.1.2 Tamil Nadu Tourism Development Corporation (TTDC) Limited (the "Authority" or "TTDC") is a Tamil Nadu State Government Corporation, which is involved in development and promotion of tourism in Tamil Nadu. The aim of the TTDC is to provide state-of-the-art tourism infrastructure to the tourists visiting Tamil Nadu. TTDC has a chain of Hotels, Boathouses, Restaurants spread across Tamil Nadu at all major tourist destinations in addition to hosting various fairs and festivals. TTDC also owns sizable transport fleet and operates tour packages.

1.1.3 The Government of Tamil Nadu aims to promote experiential and sustainable forms of tourism that offer visitors a closer connection with nature while ensuring minimal environmental impact. In line with this vision, glamping and camping-based tourism are being encouraged as viable low-impact accommodation models that appeal to modern travelers seeking authentic outdoor experiences. In view of this, the Department of Tourism, Government of Tamil Nadu, through Tamil Nadu Tourism Development Corporation (TTDC)has identified and developed camping sites across scenic locations equipped withessential infrastructure and basic amenities.

1.1.4 One of the identified sites is located at **Vathalmalai,** Tamil Nadu, a hill destination with immense potential for tourism development**,** particularly in the domain of eco-friendly and experiential tourism. The site admeasures approximately **6.10 acres**. TTDC has developed some basic infrastructure and amenities at the site. The site particulars are mentioned in Schedule A of the Draft Concession Agreement. TTDC now intends to develop the site with **Glamping** facilities to provide visitors with a unique and sustainable accommodation experience, blending comfort with outdoor adventure (hereinafter referred to as the "Project Site").

1.1.5 In this connection, TTDC intends to appoint a private entity for the developmentof glamping facilities on the VathalmalaicampingSite on PPP basis (**DBFOT Basis**) for a period of 10(ten) years. The overall scope of work of the Concessionaire is as follows:

a) Setting up of semi-permanent installationsfor accommodation such as:

- Luxury tents, safari tents, or glamping domes.

- Prefabricated wooden or bamboo cottages.
- Modular cottages or container-based units.

b) Developing required amenities/ facilities
c) Financing of the Project
d) Commissioning of the Project
e) Operation and maintenance of the Project during the Operation Period
f) Compliance with all Applicable Laws
g) Fulfilment of the conditions of the Concession Agreement
h) Transfer of the Project Assets to the Authority upon expiry or early termination of the Concession Agreement

The detailed scope of work is defined in Schedule B of the DCA & the project components are defined in Schedule C of the DCA.

1.1.6 TTDC proposes to select a Bidder for awarding the Project through an open competitive bidding process in accordance with Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012 and in accordance with the procedure set out herein.

1.1.7 The Authoritynow invites Bids for the ***"Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP Mode"***(the "**Project**"), the brief particulars of which are as follows:

Particulars	Details
Tentative Area	Total – 6.10 acres (List of existing infrastructure is attached in Annexure 1tothe RFP)
Mandatory Development Obligations (MDO)	• At least 10 Accommodation Units as per specifications in Schedule D of the DCA • Furnishing of Restaurant/ Reception (Existing Building) • Support Infrastructure and Amenities as required.

For this purpose, the Authority seeks bids through the present RFP from interested and eligible entities (the "**Bidder**" or "**Bidders**") for selection of a private player to whom the Project may be awarded through an open competitive bidding process to be undertaken as per the following procurement laws of Tamil Nadu including any amendments thereof, and in accordance with the procedure set out herein (the "**Selected Bidder**"):

a) Tamil Nadu Transparency in Tenders Act, 1998;
b) Tamil Nadu Transparency in Tenders Rules 2000;
c) Tamil Nadu Transparency in Tenders (Public Private PartnershipProcurement) Rules 2012;
d) Tamil Nadu Infrastructure Development Act, 2012;
e) Tamil Nadu Infrastructure Development Rules, 2012; and
f) Tamil Nadu Infrastructure Development Regulations, 2013

1.1.8 The Selected Biddershall be responsible for development, financing, procurement, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.9 Deleted.

1.1.10 The right of way, access and development rights of the Camping Site shall be provided to the Selected Bidder on an "**as-is-where-is**" basis for the purpose of designing, development, setting up and thereafter operating, managing and maintaining the Camping Site in terms of the provisions of this RFP and the Concession Agreement. The title and ownership of the Camping Site and the existing structures thereon, whether of permanent or temporary nature, being handed over shall always remain with the Authority, with administrative control of the Authority over the developments on the said land.

1.1.11 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 scope of work will broadly include development, operation, management and maintenance of Project Facilities along with associated amenities & infrastructure as more particularly set forth in the draft Concession Agreement. In terms of the draft Concession Agreement, the Concessionaire shall also be entitled to collect and appropriate Revenue (as defined in the draft Concession Agreement) generated therefrom. The period of Concession is 10 years ("**Concession Period**") which is inclusive of the Development Period of 6 (six) months from the Appointed Date (as defined in the draft Concession Agreement). The Concessionaire shall be responsible for the operation and maintenance of the various Project Facilities (*as defined in the Concession Agreement*) and providing Ancillary Services, etc. during the entire Concession Period in accordance with the provisions of the Concession Agreement. Unless the context requires otherwise, the terms not defined in this RFP, but defined in the Agreement shall have the meaning assigned thereto in the Agreement.

1.1.12 In consideration of development of the Project and provision of services to be provided by the Concessionaire thereat, the Concessionaire shall have the right to levy, collect, demand and appropriate Tariff/ Revenue (as defined in the Concession Agreement) from the Users of the Project which includes charges such as accommodation charges, food charges, parking charges from the User of parking facility or any other revenues generated from the Project by whatever name called, levied, demanded, collected, retained and appropriated by the Concessionaire from Users in lieu of such usage in accordance with the provisions of the Concession Agreement. The Concessionaire shall be free to determine the rate of User Charges from time to time.

1.1.13 The Concessionaire shall be responsible for implementing the Project as per Applicable Laws (as amended from time to time).

1.1.14 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 are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.15 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid under the second envelop ("**Financial Bid**") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**")

1.2.3 The complete Bidding Documents including the draft agreement for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security for an amount as mentioned in Data Sheet above,(the "**Bid Security**"), 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 till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of online transfer through e-procurement portal, orElectronic Bank Guarantee, and in such event, the validity period of the Bank Guarantee shall not be less than 90 (Ninety) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid security shall be remitted through the e-procurement portal accessible at https://tntenders.gov.in.

1.2.5 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

1.2.6 **Bid Parameter:**

Bids are invited on the basis of the **Highest Annual Concession Fee in INR subject to a minimum reserve price of Rs. 12,00,000 (Twelve Lakhs only).** The Concession

Period is pre-determined. The Bid Price shall constitute the sole criteria for evaluation of Bids. In this RFP, the term "**Highest Bidder**" shall mean the Bidder whose Bid Price is the Highest Annual Concession Fee (subject to a minimum reserve price of Rs. 12, 00,000). Bid Price shall mean, unless repugnant to the context, the percentage quoted by the Bidder in its Financial Proposal ("**Bid Price**").

1.2.7 Generally, the Highest Bidder 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 Highest Bidder in case such Highest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in the RFP. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 Deleted

1.2.9 The Concessionaire shall be entitled to collect revenues in accordance with the provisions of the Concession Agreement.

1.2.10 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated as mentioned in Data Sheet above with identification/ title: "Queries/Request for Additional Information:

RFP for Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP mode"

1.2.12 Deleted.

1.3 Schedule of Bidding Process

Sl.No.	Event Description	Date
1.	Invitation of RFP (NIT)	31.01.2026 at 11.00AM
2.	Last date for receiving queries	05.02.2026, 18:00Hrs
3.	Pre-Bid meeting at venue mentioned in the Data Sheet	Office of the Managing Director, TTDC, Tamilnadu Tourism Comples, No.2 Wallajah Road, Triplicane, Chennai-02.
4.	Authority response to queries latest by	Please refer RFP
5.	Date of submission of Tender/Bid (online) - Bid Due Date	12.02.2026 at 3:00PM
6.	Opening of Technical Bids	13.02.2026 at 3.00PM
7.	Declaration of eligible / qualified Bidders	To be informed later
8.	Opening of Financial Bid	To be informed later
9.	Date of issue of Letter of Award (LOA)	To be informed later
10.	Return of signed duplicate copy of LOA	To be informed later
11.	Validity of Bid	As per tender conditions
12.	Signing of Agreement	Within 30 days of LoA.

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project.A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be, failing which such Bidder and its Bids shall be summarily rejected.

2.1.2 Deleted

2.1.3 The information contained in Bidding Documents about the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Bid shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB.

2.1.6 Deleted.

2.1.7 Deleted.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per Appendix VI

2.1.9 Deleted.

2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.12 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 This RFP is not transferable.

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

2.1.15 The selected Bidder shall be required to execute the Concession Agreement and implement the Project.

2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT, HAM, or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.1.17 A Bidder in the last 3 (three) years, 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 against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.18 Deleted

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

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. deleted;

c. in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

d. deleted.

2.1.20 Deleted.

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

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the basic eligibility of Bidder the following shall apply:

a. The Bidder shall be a single Legal Entity or a group two Legal Entities (the "Consortium"). A Consortium shall be eligible subject to conditions set out in Clause 2.2.4.

For the purpose of this RFP, a "Legal Entity" shall mean a limited company which is registered in India under the provisions of the Companies Act, 1956/2013 or a

Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008. Relevant supporting document viz Certificate of Incorporation or Certificate of Registration along with MoA & AoA (in case of a Company) or LLP Agreement (in case of LLP firm) should be provided.

b. The Bidder must have been incorporated for a minimum of 2 years as on 31.03.2025. In case of a consortium, both members of the consortium shall fulfil this requirement

c. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

   i. The Bidder and any other Bidder 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 or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder or Associate, as the case may be) in the other Bidder, its Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

   ii. a constituent of such Bidder is also a constituent of another Bidder; or

   iii. such Bidder receives or has received any direct or indirect subsidy, grant,

concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

vii. Such Bidder or any Associate thereof has appointed any official of the Authority, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation:

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member(the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.It is clarified that a certificate from the Statutory Auditor who audits the book of accounts or the Company Secretary of the Bidder/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder.

d. The Bidder shall be liable for disqualification if any legal, financial or technical advisor of the Authority 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 the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related 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 the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the\ same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Respondent, its

Member or Associate in the past but its assignment expired or was terminated 1 (one) year prior to the date of issue of this RFP nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Provided further, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash its Bid Security as per provision of Clause 2.20.6 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.

e. The Bidder should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions as on the date of issue of RFP.

f. Bidder should not have defaulted on lease payments to the Authority in previous projects in the last 10 financial years.

Note: In case a Bidder is a Consortium, then 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 this shortlisting and qualification, a Bidder shall fulfil the following conditions of eligibility:

(A) Technical Qualification Criteria:

i. Bidder shall have developed and/or operated glamping sites / camping sites / eco resorts in India with an aggregate of at least **15 luxury tents / domes / containers / eco-huts** operational for the last one (1) financial year.

"Luxury Tent / Dome / Eco-hut" refers to semi-permanent or permanent structures with dedicated washrooms, proper flooring, and amenities

Or

ii. Bidder shall have operated, maintained / managed at least 1 (one) hotel / resort in India with minimum of **20 rooms** and TRevPAR of Rs. 1500, operational for the last one (1) financial year.

*where **TRevPAR** shall mean total revenue (room + f&b + events etc.) per available room night i.e. TRevPAR = Total Revenue / (365*No. of rooms)*

In case of a consortium, the lead member shall meet the technical qualification criteria.

(B) Financial Qualification Criteria:

i. Net Worth

For 2.2.2 (A) i. - The Bidder should have Positive Net Worth as on last date of the financial year preceding the bid due date.

For 2.2.2 (A) ii. The Bidder should have Net Worth of at least Rs. 5 Crores as on last date of the financial year preceding the bid due date.

ii. Turnover

For 2.2.2 (A) i. - The Total Revenue for the last FY ending March 2025 should be not less than Rs. 1.5 Crore.

For 2.2.2 (A) ii. - For Bidders meeting Technical Qualification Criteria (B) ii. above, the Total Revenue for the last FY ending March 2025 should be not less than Rs. 2.5 Crores.

In case of a consortium, the financial qualification criteria can be jointly met by both members of the consortium. However, both members of the Consortium shall have positive Net Worth.

2.2.3 The Bidders shall enclose with its bid, to be submitted as per the format at Appendices, complete with its Annexes, the following:

i. Certificate(s) from its statutory auditors[1] or the concerned client(s) stating that the Bidder is registered legal entity and neither blacklisted nor a NPA as specified in paragraph 2.2.1;

ii. Certificate(s) from its statutory auditors[2]and the concerned client(s) (if applicable) stating that the Bidder have developed and/or operated, as the case may be, in respect of the projects specified in paragraph 2.2.2 (A) above above along with TRevPAR,

iii. Certificate(s) from statutory auditors[3] of the Bidder or its Associates specifying the Turnover for the Financial Year 2024-25 and Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.3(iii). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders;

2.2.4 Where the Bidder is a single entity, it may, at its option, form an appropriate Special Purpose Vehicle ("SPV") incorporated under the Companies Act, 2013 or the Limited Liability Partnership Act, 2008, for executing the Concession Agreement and undertaking the responsibilities of the Selected Bidder; and, if such SPV is formed, the Selected Bidder shall submit copies of all incorporation documents including, inter alia, the certificate of incorporation, Memorandum and Articles of Association, share subscription and shareholders' agreements (if any), or the registered Limited Liability

[1]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.
[2]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.
[3]In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

Partnership agreement/deed, as applicable In case the Bidder is a Consortium, it shall mandatorily incorporate an SPV as a company under the Companies Act, 2013 or as a limited liability partnership under the Limited Liability Partnership Act, 2008, for execution of the Concession Agreement and implementation of the Project, and shall submit the aforesaid incorporation documents accordingly. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

i. Number of members in a consortium shall not exceed 2 (two);

ii. Subject to the provisions of Clause 2.2.4 (i) above, the Bid should contain the information required for each member of the Consortium;

iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have at least 51% (fifty-one per cent) share in the SPV, whether by way of paid up and subscribed equity or capital contribution, as applicable to the nature of SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-VI, signed by the other member of the Consortium;

iv. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;

v. An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid;

vi. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

   a. convey the intent to form an SPV with equity share capital or capital contribution commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
   b. clearly outline the proposed roles and responsibilities, if any, of each member;
   c. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement;
   d. commit that the Lead Member shall subscribe to atleast 51% (fifty one per cent) of the paid up and subscribed equity / capital contribution of the SPV and the other Member shall subscribe to atleast 26% (twenty six per cent) or more of the paid up and subscribed equity or capital contribution of the SPV;

e. members of the Consortium undertake that they shall collectively hold 100% of the subscribed and paid-up equity / capital contribution of the SPV with the Lead Member of the Consortium holding not less than 51% and the other Consortium Member holding not less than 26%, until the third (3rd) anniversary of the Operations Date.Thereafter, the Lead Member shall hold not less than 26% (twenty six percent) of the equity shareholding / capital contribution of the SPV until the fifth (5th) anniversary of the Operations Date; and

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

2.2.5 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid or during the Bidding Process and/or in case of the Selected Bidder/ Concessionaire, any change in the composition of the Consortium during the Concession Period, shall be as per the terms of the Concession Agreement. Otherwise, the Bid shall be disqualified and Bid Security (EMD) or Performance Security, as the case may be, shall be forfeited.

2.3 Proprietary data

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

2.4 Cost of Bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the Site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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

a. made a complete and careful examination of the Bidding Documents;

b. received all relevant information requested from the Authority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the

Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;

d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

f. acknowledged that it does not have a Conflict of Interest; and

g. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

a. At any time, a material misrepresentation is made or uncovered, or

b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

2.6.3 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 Authority, that one or more of the eligibility and /or qualification requirements 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 Selected Bidder has already been issued the LOA or the Selected Bidder 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 the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

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

Invitation for BIDs

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

Appendices

IA Letter comprising the Technical Bid including Annex-I to Annex-V

IB Letter comprising the Financial Bid

II. Bank Guarantee for Bid Security

III. Power of Attorney for signing of Bid

IV. Declaration for not having been blacklisted

V. Declaration for not having tampered with the RFP

VI. Power of Attorney for Lead Member of Consortium

VII. Joint Bidding Agreement

Annexure

1. Site Details

2.7.2 The Draft Concession Agreementprovided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.

The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date[4].

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through Tamil Nadu e-procurement portal at URL:https://tntenders.gov.in/nicgep/app comprising of the following documents along with supporting documents as appropriate:

[4]While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

Technical Bid

a. Appendix-IA (Letter comprising the Technical Bid) including Annex-I to Annex-V and supporting certificates / documents;

b. Bid Security of an amount as mentioned in Data Sheet above, in the form of Online Transfer or Electronic Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

c. Power of Attorney for signing the Bid as per the format at Appendix-III;

d. Declaration for not having been blacklisted (Appendix IV).

e. Declaration for not having tampered the RFP (Appendix V).

f. Copy of Memorandum and Articles of Association, if the Bidder is a Company or LLP Agreement

g. Copy of Incorporation Certificate of Bidder

h. Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 2financial years.

i. Copy of GST Registration Certificate

j. If Applicable the Power of Attorney for Lead Member of Consortium (Appendix VI)

k. Joint Bidding Agreement (in case of Consortium) (Appendix VII)

Financial Bid

a. The Financial bid shall be only in electronic form as per the prescribed format.

2.11.2 Bids submitted physically or by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 **Bid Due Date**

Bids should be submitted on or before the Bid Due Date and timeas specified in Clause 1.3. TTDC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 **Late Bids**

The server time shall be treated as final and binding. Bids recorded in the server before the closing time shall only be treated as valid. Bidders are, therefore, advised to submit their bids well before the closing time. If any bid reaches the server after the closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The Authoirity shall not in any way be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders.

2.14 **Procedure for e-tendering**

2.14.1 Accessing/ Purchasing of Bid documents

2.14.1.1 It is mandatory for all the Bidders to possess a valid Class-3 signing and encryption Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) as per the provisions of Government of India IT Act, 2000 with latest amendments.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity. The Bidder shall submit document in support of DSC.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://tntenders.gov.inunder the link "Information about DSC".

2.14.1.2 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL:https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online proposal submission available on the site at:

a) https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page
b) https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

2.14.1.3 If the firm is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the firm is not required a fresh registration.

2.14.1.4 The complete Bid document can be viewed / downloaded by the Bidder from eProcurement portal of the Authority URL:https://tntenders.gov.in/nicgep/appas per the schedule specified in Clause 1.3.

2.14.1.5 Deleted.

2.14.2 Preparation & Submission of Bids:

2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen. The e-Procurement portal has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference.

2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned (in 65 to 100 dpi mode) in different files (in PDF or RAR format such that file size is not more than _____ MB) and uploaded during the on-line submission of Bid.

2.14.2.3 Bid must be submitted online only through e-procurement portal of the Authority URL:https://tntenders.gov.in/nicgep/app using the digital signature of Authorised Representative of the Bidder as per the schedule specified in Clause 1.3.

2.14.3 **Modifications of Bid**

2.14.3.1 The Bidder may modifyits e- Bid after submission prior to the Bid Due Date. No Bid can be modifiedby the Bidder on or after the Bid Due Date & Time.

2.14.3.2 No bid can be withdrawn once submitted.

2.15 **Deleted.**

2.16 **Rejection of Bids**

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 **Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 **Correspondence with the Bidder**

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

D. BID SECURITY

2.20 **Bid Security**

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4through online transfer on e-procurement portal, or in the form of Electronic Bank Guarantee, in favour of the Authority in the format at Appendix-II (the "**Bank Guarantee**") and having a validity period of not less than 90 (Ninety) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

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

2.20.3 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest as per Clause 1.2.4.

2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionairefurnishing the Performance Security and signing the Concession Agreement in accordance with the provisions thereof. Until such time the Performance Security is provided by the selected bidder pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority

c) In the case of Selected Bidder, if it fails within the specified time limit –

i. to sign and return the duplicate copy of LOA;

ii. to furnish the Performance Security within the period prescribed; or

iii. to sign the Concession Agreement;

3 EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received online as per the schedule specified in Clause 1.3, and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

a. Technical Bid is received online as per the format at Appendix-IA including Annex-I to Annex-IV along with Appendix IV & V;

b. Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.4 and 2.20;

c. Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;

d. Deleted;

e. Technical Bid contain all the information (complete in all respects) as requested in the RFP;

f. if applicable, it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;

g. Technical Bid does not contain any condition or qualification;

h. Technical Bid does not contain any information regarding Financial Proposal;

i. it is not non-responsive in terms hereof.

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

3.3 Technically Qualified Bidders

3.3.1 The Bids that are found responsive as per Clause 3.2.1 shall be evaluated under Clause 3.3.The basic eligibility shall be evaluated as per Clause 2.2.1 and bids that do not fulfil the criteria defined in 2.2.1 shall be rejected. Subject to bids meeting the criteria specified in 2.2.1, theAuthority shall evaluate the technical bids as per Eligibility Criteria in Clause 2.2.2.Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 shall be considered as technically qualified bidders. Bidders who do not

meet these criteria shall be rejected.

3.3.2 Financial Proposal of only those Bidders who are technically qualified as per 3.3.1 shall be opened.

3.3.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Authority may, in its sole discretion, exclude the relevant project for qualifying as Eligible Project.

3.3.4 Clarifications

i. In the event that a Bidder claims credit for aProject, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

ii. The Authority will get the Bid security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clauses 2.2.1 and 2.2.2, of this RFP.

iii. After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.4 Opening and Evaluation of Financial Bids

The Authority shall open the Financial Bids of the technically qualified bidders online. The qualified bidder/bidders shall be informed accordingly.

3.5 Selection of Bidder

3.5.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid Price is the Highest and is above the reserve priceof Rs. 12,00,000and not in decimals,as specified in Clause 1.2.6,shall be declared as the H1 Bidder or the Selected Bidder (the "**Selected Bidder**").

3.5.2 In the event that, two or more Bidders have quoted the same Financial Bid (the "**Tie Bids**"), the Authority shall invite the tied bidders to submit their best and final offer. The Bidder offering highest Annual Concession Fee shall be adjudged the Highest Bidder/Selected Bidder.In the event of a further tie, the Bidder having the highest Net Worth, as determined in accordance with this RFP, shall be adjudged as the Selected Bidder.

3.5.3 In the event that the Highest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.5.4 In the event that the H1 Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid H1 Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the H1 Bidder, it shall be the Selected Bidder. If two or more Bidders match the said H1 Bidder in the second round of

bidding, then the Bidder whose Bid was Highest as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

3.5.5 In the event that no Bidder offers to match the H1 Bidder in the second round of bidding as specified in Clause 3.2.3, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the H1 Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second H1 Bidder in the first round of bidding.

3.5.6 The Authority shall negotiate with the "Selected Bidder" for a further improvement of the Final Offer.

3.5.7 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall within 7 (seven) days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.5.8 The Selected Bidder shall provide Performance Security of **Rs.15,00,000/- (Rupees Fifteen Lakhs only)** by way an unconditional and irrevocable Bank Guarantee with an initial validity period of 3 years and renewable thereon until completion of concession period from any Indian Nationalized/Scheduled Commercial Bank in favour of the Authority, within 15(fifteen) days from the date of issuance of the LOA in the format prescribed under the Concession Agreement and subsequently to execute the Agreement within the period prescribed in Clause 1.3. The Performance Security shall be enhanced by 10% every 3 years in accordance with the Concession Agreement.The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.6 Contacts during Bid Evaluation

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

3.7 Correspondence with Bidder

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

3.8 Others

3.8.1 Any information contained in the Bid shall not in any way be construed as binding on

the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.8.2 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

To,

Managing Director
Tamil Nadu Tourism Development Corporation Limited
No. 2, Tamil Nadu Tourism Complex
Wallajah Road, Triplicane
Chennai - 600002

Sub.: Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP mode

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 the Authority 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 Annex-I to Annex-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. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/any member of the consortium 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.
6. I/ We declare that:
    a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
    b. I/ We or any member of the consortiumdo not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
    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 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.

e. The undertakings given by us in response to the RFP for the Project were true and correct as on the date of making the bid and are also true and correct as on Bid Due Date and I/we shall continue to abide by them.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any 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 2.16.2 of the RFP document.

8. I/ We believe that we satisfy the Turnover and Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

9. I/ We certify that in regard to matters other than security and integrity of the country we or any Member of the Consortiumor 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.

10. I/ We further certify that in regard to matters relating to security and integrity of the country, we /any member of the consortiumor any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our /any member of the consortiumtheir Associates or against our CEO or any of our directors/ managers/ employees.

12. 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 the Authority of the same immediately.

    (a) The Statement of Legal Capacity as per format provided at Appendix-IA of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid as per format provided at Appendix III - and the Power of Attorney for Lead Member of Consortium of the RFP, are also enclosed.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. 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 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. I/ We acknowledge and undertake that if our Consortium is qualified and shortlisted, I/ its members of the consortium shall maintain the aggregate equity shareholding or capital contribution in the issued and paid up equity share capital or capital contribution of the SPV as specified in this RFP.

15. I/We have studied all the Bidding Documents carefully and also surveyed the project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
16. I/We offer a Bid Security of **Rs. 3,00,000/- (**Rupees Three Lakhs only**)** to the Authority in accordance with the RFP Document.
17. The Bid Security through online transfer on e-procurement portal or in the form of Electronic Bank Guarantee *(strikeout whichever is not applicable*).
18. 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.
19. The Bid Price 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.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I We agree and undertake that upon receipt of LOA, we shall submit the Performance Security for an amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) as required under the LOA for executing the Concession Agreement.
22. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. …….. (Rs. in words).
23. I/We shall keep this offer valid for 180 (one hundred and eighty days from the Bid Due Date specified in the RFP.
24. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and 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 of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

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

APPENDIX-IA ANNEX-I: 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 the Authority:

   (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 Joint Bidding Agreement, as envisaged in Clause 2.2.4A(vii) should be attached to the Bid.

No.	Criteria	Yes	No
1	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT/BOT/PPP or otherwise).		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3	Has the Bidderpaid 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?		
4	Has the bidder been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions		
5	Has the bidder been declared as NPA by Banks or Financial Institutions as on the date of issue of RFP.		

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

APPENDIX-IAANNEX-II:TECHNICAL CAPACITY OF THE BIDDER

(Refer to Clauses 2.2.2(A)of the RFP)

Item	Particulars of the Project
Name of Bidder (or Member of Consortium)	
Title & nature of the project (*also indicate whether a hotel / campsite)*	
Location	
Project cost	
Whether project is currently operational (Yes / No)	
Commencement of Operations (Start Date)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	
No. of tents & type (in case of camping site) / No. of rooms (in case of hotel)	
Whether experience claimed as an Operator / Developer	
Entity for which the project was constructed/ developed (Own Company or other private Company or for Govt. Entity)	
Whether opting for 2.2.2 (B) I or ii.	
TRevPAR of hotel (in case of 2.2.2 (B) ii.	

Certificate from the Statutory Auditor

We further certify that:

i. Bidder is a developer and/or operator of glamping sites / camping sites / eco resorts in India with an aggregate of at least 15 luxury tents / domes / containers / eco-huts operational for the last one (1) financial year.

Where "*Luxury Tent / Dome / Eco-hut" refers to semi-permanent or permanent structures with dedicated washrooms, proper flooring, and amenities.*

Or

ii. Bidder has operated, maintained / managed at least 1 (one) hotel / resort in India with minimum of 20 rooms and TRevPAR of Rs. 1500 operational for the last one (1) financial year.

Name of the audit firm:
Seal of the audit firm:
Date:
(Signature, name and designation of the authorised signatory)

Strike off whichever is not applicable

APPENDIX-IA ANNEX-III:FINANCIAL CAPACITY OF THEBIDDER

(To be certified by the statutory auditor of Bidder and/ or its Associate/ along with the Separate certificate of statutory auditor of respective Members of the Consortium and/ or its Associate)

Refer to Clauses 2.2.2(B) and 2.2.3 (iii) of the RFP

(In Rs. crore)

Name of Bidder	**Turnover**	**Net Worth**
	Year 2024-25	**2024-25**
(1)	(2)	(3)

DATE:

SIGNATURE OF THE BIDDER:

SIGNATURE OF CHARTERED ACCOUNTANT (with UDIN, seal and Address):

APPENDIX-IA ANNEX-IV:STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Managing Director
Tamil Nadu Tourism Development Corporation Limited
No. 2, Tamil Nadu Tourism Complex
Wallajah Road, Triplicane
Chennai – 600002

Subject: Bid for "Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP mode"

Dear Sir/Madam,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that …….. (insert individual's name) will act as our representative 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-IB: BID PRICE SHEET

(BoQ provided in the e-Procurement Portal)

APPENDIX–II:E-BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 1.2.4 and 2.20.1)

(TobeexecutedonStamppaperofappropriate value)

B.G.No. Dated:

1. In consideration of you,TTDC, havingitsofficeat[■],Tamil Nadu(hereinafterreferredtoasthe"**Authority**",whichexpression shallunlessitberepugnanttothesubjectorcontextthereofincludeits,successorsandassigns)having agreedtoreceivetheBidof [*Name of the Bidder*]{aCompanyregisteredundertheprovisionsoftheCompanies Act/LLP} andhavingitsregisteredofficeat _____ (hereinafterreferredtoasthe "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their administrators, legal heirs, successors and permitted assigns), for **"Selection of Concessionaire for Development, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District on PPP mode**" (hereinafter referred to as the "**Project**") pursuant to the RFP dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank]havingourregisteredofficeat_____andoneofitsbranchesat(hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby 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) by the said Bidder and unconditionally and irrevocably undertaketopayforthwithtotheAuthorityanamountof**Rs. 3,00,000/- (RupeesThree Lakhs only)**asbidsecurity(hereinafterreferredtoasthe"**BidSecurity**")asourprimary obligation without any demur, reservation, recourse, contest or protest and without reference to the BidderiftheBiddershallfailtofulfilorcomplywithalloranyofthetermsandconditionscontained in the said Bidding Documents.
2. AnysuchwrittendemandmadebytheAuthoritystatingthattheBidderis indefaultofthedue andfaithfulfulfilmentandcompliancewiththetermsand conditionscontainedintheBidding Documents shall be final, conclusive and binding on the Bank.
3. We,theBank,doherebyunconditionallyundertaketopaytheamountsdueand payableunder this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the AuthorityisdisputedbytheBidderornotmerelyonthefirstdemandfromtheAuthoritystating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms andconditions containedin theBidding Documents including *inter alia* the failure of the Bidder to:

   (a) keep its Bid valid and open during the Bid validity period, as set forth in the saidBidding Documents, for any reason whatsoever.

(b) signtheLetterofAwardand/orthe Concession Agreement,withinthespecifiedtimelimit;

(c) furnishthePerformanceSecuritywithintheperiodprescribedthereofintheAgreement;

AnysuchdemandmadeontheBankshallbeconclusiveasregardsamountdueandpayableby theBankunderthisGuarantee.However,ourliabilityunderthisGuaranteeshallberestricted to an amount not exceeding **Rs. 3,00,000/- (RupeesThree Lakhs only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days fromtheBidDueDateinclusiveofaclaimperiodof60(sixty)daysorforsuchextendedperiod as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

   We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. ThedecisionoftheAuthority,thattheBidderisindefaultasaforesaidshallbefinalandbinding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the BidderortheBankoranyabsorption,mergeroramalgamationoftheBidderortheBankwith any other person.

6. InordertogivefulleffecttothisGuarantee,theAuthorityshallbeentitledtotreattheBankas the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditionscontainedinthesaidBidding Documents by thesaid Bidder or topostpone forany timeandfromtimetotimeanyofthepowersexercisablebyitagainstthesaidBidderandeither to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoeverwhichunderthelawrelatingtosuretieswouldbutforthisprovisionhavetheeffect of releasing the Bank from its such liability.

7. 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.

8. Weundertaketomakethepaymentonreceiptofyournoticeofclaimonusaddressedto[*name of Bank along withbranchaddress*]and deliveredatour above branch which shall bedeemed to have been duly authorized to receive the said notice of claim.

9. ItshallnotbenecessaryfortheAuthoritytoproceedagainstthesaidBidderbeforeproceeding against

the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstandinganyothersecuritywhichtheAuthoritymayhaveobtainedfromthesaidBidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

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

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplatedherein,andtheundersignedisdulyauthorizedandhasfullpowertoexecutethis Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.3,00,000/- (Rupees Three Lakhs Only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date excluding the claim period as per law)].

Signedand Delivered by _____Bank

By the hand of Mr./Ms. _____, its _____andauthorizedofficial.

(SignatureoftheAuthorizedSignatory)

(OfficialSeal)

APPENDIX-III: POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.8)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), ……son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for theSelection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP modeproposed or being developed by the Tamil Nadu Tourism Development Corporation Limited (the "**Authority**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our 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 ……. 2024

For_____

(Signature, name, designation and address)

of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised

Notarised

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

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date_____

Accepted

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

Notes:

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

APPENDIX-IV:DECLARATION FOR NOT HAVING BEEN BLACKLISTED

(In case of a consortium, to be submitted by both members of the consortium)

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders have not been blacklisted as on _____ by the Authority or Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA by Banks or Financial Institutions. SIGNATURE OF THE BIDDER (with seal and address)

SIGNATURE OF THE BIDDER (with seal and address)

APPENDIX-V: DECLARATION FOR NOT HAVING TAMPERED THE RFP

a) I/We ……. having our office at ……. do declare that I/We have carefully read all the conditions of RFP floated by the Authority vide tender Ref. No. _____ for the Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District under PPP mode.

b) I/We have downloaded the RFP document from https://tntenders.gov.in and I / We have not tampered / modified the RFP document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our RFP will be summarily rejected and full Bid Security will be forfeited and I /We am/are liable to be banned from doing business with TTDC or prosecuted.

SIGNATURE OF THE BIDDER (with seal and address)

APPENDIX-VI: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.2.4)

Whereas the Tamil Nadu Tourism Development Corporation (the "Authority") has invited Bids for "Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District" (hereinafter referred to as the "Project").

Whereas, ……., and ……. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other Bidding 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 ……., and having our registered office at ……., [the respective names and addresses of the registered office] being the member/s of the Consortium (hereinafter collectively referred to as the "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……., having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 2024.

For _____

(Signature) (Name & Title)

For _____

(Signature) (Name & Title)

(Executants)

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

[Notarized]

Witnesses:

1.

2.

Notes:

1. *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.*
2. *2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized in the jurisdiction where the Power of Attorney is being issued in terms of the local law as applicable. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Further any power of attorney executed and issued from overseas should be stamped with the applicable Indian Stamp act within 90 days from receipt of that Power of Attorney in India as applicable in the State of Tamil Nadu.*

APPENDIX – VII: JOINT BIDDING AGREEMENT

(Refer Clause 2.2.5 (vi))
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2025

AMONGST

1. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) 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

1. { .....Limited, a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) _____, Tamil Nadu Tourism Development Corporation Limited, having its office at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial proposals ("Bids") by its Request for Proposal No. …… dated …… (the "RFP") for "Selection of Concessionaire for Development, Financing, Operation, Management and Maintenance of Camping Site at Vathalmalai in Dharmapuri District" (the "Project").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP 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 shallit shall incorporate a special purposevehicle (the "SPV") under the Indian Companies Act 2013 or Limited LiabilityPartnership Act 2008to enter into a Concession Agreement with the Authority and for performing all its obligations in terms of the Concession Agreement for the Project.

4. Role of the Parties

   The Parties hereby undertakes that 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 throughout the Term.

   The Lead Member M/s.....would be :

   The Second Member M/s..... would be :

   Notwithstanding the above, the Parties are together responsible for performing all obligations of the Concessionaire in terms of the Concession Agreement for the Project.

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. Share of the Members in the SPV

6.1. The Parties agree that the proportion of share among the Parties in the SPV shall be as follows: First Party: …%

Second Party: …%

6.2. The Parties undertake that the Parties specified in Clause 6.1 above shall hold 100% share (including any securities that are convertible into shares) in the SPV with Lead Member holding at-least 51% (fifty one) share or capital contribution and other member holding at-least 26% (twenty six) share or capital contribution until the 3rd anniversary of the Operations Date and further both the Lead Member of the SPV shall hold at-least 26% (twenty six percent) share until the 5th anniversary of the Operation Date in accordance with the Concession Agreement.

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

7. Representation of the Parties

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

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

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority 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:

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, 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

create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or

prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

e) The Members of the Consortium have not been black-listed by the MCA (Ministry of Corporate Affairs) and the directors of the Consortium have not been disqualified in terms of the Companies Act, 2013.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Concession Agreement. However, in case the Consortium is either not declared as a qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

9. Miscellaneous

9.1. This Joint Bidding Agreement shall be governed by laws of India.

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by: (Signature)	SIGNED, SEALED AND DELIVERED For and on behalf of CO-MEMBER (Signature)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter

documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Annexure 1: Site Details



Figure 1: Layout of the site

A. Land Revenue Details:

1. Survey No. : [97/2]
2. Village : Vathalmalai
3. District :Dharmapuri
4. Project Area : [6.10] Acres

B. Location Details of the Site:

Latitude	**Longitude**
12.036087378084074	78.21005828650685

C. Existing Infrastructure:

S.no	**Subject**	**Vathalmalai**
1	Entrance Arch (Yes /No)	Main entry structure with gate - 12.60 m2
2	Total Area Acre	6.10 Acres
3	Built up Area m2	185.87 m2
4	Total hardscapes area	
	a)Parking m2	752.79 m2
	b)Pavement m2	-
5	Main building: G +1 – [list down facilities]	Restaurant (185.87m2) , Kitchen (34.85 m2)
6	Accommodation: 1 wood house - [list down details]	-
7	Water supply	Available
	Sump/OHT - Storage details	Sump - 30000 Litres , Over head water tank - 4000 litres
8	Electricity Connection	yes
	Single phase/2 phase/Transformer	3 phase
9	Waste Disposal	Available
10	Septic tank /STP - Storage details	Bio septic tank - 8000 litres
11	Boundary Wall / Fencing Details	650m Chain link

The above list is indicative.