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**Government of Jammu and Kashmir
Department of Industries & Commerce**

**Request for Proposal
for
Hiring of International Renowned
Consultancy Firm
For
Providing Transaction Advisory,
Investment Promotion for Development
of Theme/Amusement Park in J&K**

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by Department of Industries & Commerce, Government of Jammu & Kashmir (UT) hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

S No	Particulars	Details
	Tender Availability (updated after second-round of pre-bid meeting)	www.jktenders.gov.in on 15.04.2023 at 11 am
	Proposal Submission Due Date	08.05.2023 till 11.00 am
	Technical Proposal Opening	08.05.23 at 12 Noon
	Technical Presentation	To be announced
	Financial Bid Opening	To be announced
	Letter of Award	To be announced
	Agreement signing	To be announced
	Project Start Date	Within 10 calendar days of agreement signing
	Cost of Tender	₹ 25000/-
	Earnest Money Deposit	₹ 2,00,000/-
	Performance Bank Guarantee	3% of the Annual Contract Price
	Website for Tender Documents	www.jktenders.gov.in
	Method of Selection	QCBS 80:20
	Contact Details	Ms. Mamta Devi Additional Secretary to the Government, Industries & Commerce Department, J&K. suggestjkindcom@gmail.com
	Bid validity	120 days

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.
3. Any **payment to the Department** by way of tender fee, EMD, and Performance Security may be by way of Insurance Surety Bond, Demand Draft, Fixed Deposit receipt, or Bank Guarantee.

2. Background Information

2.1. Background

The Union Territory is rich in natural resources such as forests, glaciers, rivers etc., and is also gifted with almost all major climatic zones, good rainfall, and road communication, technical educational facilities, research laboratories, management institutes, etc.

Jammu and Kashmir is home to several valleys such as the Kashmir Valley, Chenab Valley, Sindh Valley and Lidder Valley. Some major tourist attractions in Jammu and Kashmir are Srinagar, with its renowned Dal Lake and Mughal Gardens, Gulmarg, Pahalgam, Baderwah, Patnitop and Jammu. Every year, thousands of Hindu pilgrims visit holy shrines of Vaishno Devi and Amarnath which has had a significant impact on the UT's economy

With a view to catalyze growth in Tourism Sector and attract tourist from cross the globe the Government of J&K wants to develop an international level Theme/ Amusement Park at Tadoo Ground, Srinagar.

2.2. About Department of Industries & Commerce

Industry plays a vital role in the development of a country. The Industrial Sector is the main vehicle for accelerating economic activity besides providing employment to the unemployed youth. The state of Jammu and Kashmir started the process of planned Industrialization in 1970 with the establishment of the Department of Industries and Commerce.

The Directorate of Industries & Commerce, J&K was bifurcated vide Govt. Order No: 149-Ind of 2007 dated: 03.08.2007, where two separate Directorates were created for Jammu and Kashmir Divisions to ensure the speedy development of industries.

The Government of Jammu and Kashmir through the Department of Industries and Commerce wants to develop a state-of-the-art (modern technology) Theme Park (Amusement Park) at Srinagar over a prime land parcel measuring 100 Acres. The Department of Industries and Commerce wants to hire an internationally renowned consultancy agency for the development of a Theme Park.

For expeditious decision-making, the Government is in parallel moving to may form a Special Purpose Vehicle (SPV) and transfer the land to the said SPV. Once the SPV is constituted the project management shall shift to SPV, and all payments, including of selected Consultant, shall be handled by it. The SPV shall be provided equity corpus to handle its day-to-day expenses and would be backed by a guarantee from the Government of UTJK to meet contingent expenses, if any arises.

3. Instruction to the Bidders

3.1. General Conditions of Contract

- i. All information supplied by Bidders may be treated as contractually binding on the Bidders, on the successful award of the assignment by the Department on the basis of this RFP.
- ii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

- iii. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- i. Bidder means firm/ company who would submit a proposal in response to this Request for Proposal document.
- ii. Consultant means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- iii. Contract means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- iv. Personnel means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- v. Proposal means a proposal submitted by bidders in response to the RFP issued by the Department for the selection of Consultants.
- vi. Services means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- vii. Resources deployed by Consultant may avail a maximum of 15 (Fifteen) leaves per year on pro-rata basis, however prior approval of the Department shall be required before availing the leave(s).

3.3. Compliant Tenders/ Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements, appendices, and other information in the RFP documents carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the RFP document and with the full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentation specified in this RFP.

3.4. Bidders Queries & Clarifications

3.4.1. Bidders Queries

- i. Bidder can submit their queries/ seek clarification by e-mail as per the details mentioned in Fact Sheet of this document.
- ii. The Bidders will have to ensure that their queries should reach the Department by email (Word File Only) on or before last date and time for sending pre-bid queries mentioned in Fact Summary Sheet of this document through the e-mail of only authorized representatives of the bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

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- iii. The Department shall not be responsible for ensuring that the bidders queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- iv. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the Department reserves the right to hold or re-schedule the Pre-Bid meeting.

3.4.2. Responses to Bidders Queries and Issue of Corrigendum

- i. The Department will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the website www.jktenders.gov.in
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders a reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

3.5. Key Requirements of the Bid

3.5.1. RFP Document Fees

- i. The tender document fee amounting to ₹ 25000 shall be deposited in Account No. 0110010100000121, IFSC Code: JAKA0MOVING, Branch- J&K Bank, Moving Secretariat, Srinagar, and a scanned copy of the same (receipt, etc.) and a copy thereof must be uploaded online.
- ii. The demand draft of the RFP document fees receipt should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
- iii. The tender document fee is not transferable to any other bidder.

3.5.2. Earnest Money Deposit

- i. Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of ₹ 2,00,000 in the form of a Demand Draft OR short-term/fixed deposit duly pledged to Director Finance, Industries & Commerce Department, J&K, which must be uploaded online).
- ii. EMD of all unsuccessful bidders would be refunded by the Department within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of the Performance Bank Guarantee as per the format provided in Annexures.
- iii. EMD amount is interest-free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD shall be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.5.3. Submission of Responses

- i. Technical Proposal shall be uploaded on the jktenders.com website
- ii. Financial Proposal shall be uploaded on the jktenders.com website

3.5.4. Authentication of Bids

A Proposal should be accompanied by a Power-Of-Attorney/ authorization letter in the name of the signatory of the Proposal as per Annexures mentioned in this RFP.

3.5.5. Right to terminate the process

- i. The Department may terminate the RFP process at any time and without assigning any reason. The department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by Department. The bidders' participation in this process may result in Department selecting the bidder to engage toward execution of the contract.

3.6. Preparation and Submission of Proposal

3.6.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.6.3. Late Bids

- i. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Department reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.7. Evaluation Process

- i. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- ii. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents /documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. However, the Department shall retain the exclusive jurisdiction to ask for missing historic documents, as on last date of bid submission, or seek any details/clarifications subsequent to bid submission. An outer time limit of 48 hours shall be allowed to bidders to furnish such details.

- iii. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection section.

3.7.1. Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal Evaluation Committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

3.7.2. Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 120 days from the date of submission of Tender.

3.7.3. Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on Evaluation.

3.8. Modification and withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- ii. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- iii. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

3.9. Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

3.10. Local Conditions

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract

awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Government offices and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

3.11. Contacting the Department

Any effort by a bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Bidder shall not approach the Department officers after office hours and/or outside Department office premises, from the time of the proposal opening till the time the Contract is awarded.

3.12. Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid GST registration certificate, whichever is applicable, for this Consulting Tender.

A Joint Venture/ consortium of a maximum of 3 entities will be permissible. The joint venture agreement among them shall clearly bring out their roles and responsibilities, as also their joint and several responsibilities towards the whole project. The Lead Member would need to hold a minimum of 40% holding in the consortium.

Bidders shall not have a conflict of interest that affects the Bidding Process. The decision of the Department in context thereto shall be final.

3.13. Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

3.14. Opening of Proposal

The Evaluation Committee or its authorized representative will open the tenders in the following sequence:

- i. Technical proposal
- ii. Financial proposal

The Financial proposal may be opened in presence of technically short- listed bidders, who choose to be present.

3.15. Deciding Award of Contract

- i. The Department shall inform those bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that Financial Proposals will not be opened after completing the selection process. The Department shall simultaneously notify those bidders who qualify for the evaluation process as described in this Tender Document, informing them of the date & time set for the opening of Financial Proposals. The notification may be sent by email.
- ii. The Department reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to the Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of the Agreement.
- iii. The bidder's name, the Proposal Price, the total amount of each proposal, and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the

- opening of Financial Bid.
- iv. After acceptance of LoA, Performance Security @3% of the total consultancy fees shall be deposited as specified in this document for signing an Agreement with Department.
 - v. **Special Condition for Awarding the Agreement:**
 - a. The Department will sign the Agreement with the Successful Bidder for a period as mentioned in Duration of Contract in the bid document.
 - b. The Department may extend the Agreement for a time period beyond what has been specified in the Duration of Contract in the document.
 - c. The Department will also have the right to provide an extension/ increase in the scope of work as per the mutually agreed terms and conditions between both parties.
 - d. The Department will have the right to ask for additional Team members beyond what has been specified in this RFP at the fee mentioned in the financial proposal against respective/ similar qualification and experience criteria.

3.16. Confidentiality

- i. As used herein, the term 'Confidential Information' means any information, including information concerning the client, whether written or oral, which relates to its internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of the client, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the bidder receiving such information.
- ii. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- iii. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignee shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines, and procedures by its employees or agents.
- iv. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract Agreement, any amendment hereof, and any Attachment or Annexure hereof.
- v. The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract.

3.17. Publicity

Any publicity by the bidder containing the name of the Department should be done only with explicit written permission from Department.

3.18. Execution of the Agreement

After acknowledgment of the Letter of Award (LoA) by the selected bidder, a performance security of 3% of contract value has to be deposited in the form of a Bank Guarantee of any scheduled/ nationalized bank for a period of 9 months and shall sign the Agreement within Twenty-one days from the issue of LoA.

3.18.1. Performance Guarantee

The successful Consultant company/firm shall furnish the Performance Guarantee as stipulated in the section Contract Performance Security in this document.

3.19. Duration of Contract

The duration of the contract shall be normally in keeping with the indicative timelines provided in para 5, unless an extension is necessitated because of a delay in the completion of the scope of work.

The contract duration could however be further extended through mutual consent of the bidder and the Department.

For effective monitoring of the project execution, the Department/ SPV may in its sole discretion decide to continue engaging, even beyond the signing of the concession agreement, the services of the PPP Consultant and Project Monitoring Consultant for the Project Execution Period by the Concessionaire. Accordingly, in the financial bid, the bidders shall quote the man-month rate, and total cost for an additional two-years' engagement, of each of these two Consultants.

3.20. Terms and Conditions: Applicable Post Award of Contract

3.20.1. Termination Clause

- i. The Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- ii. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Department; or
- iii. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- iv. If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- v. If the selected bidder commits a breach of any condition of the contract
- vi. If Department terminates the contract in whole or in part, the amount of Performance Guarantee shall be forfeited only if termination is due to Consultant default.

3.20.1.1. Termination for Default

- i. The Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- ii. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Department; or
- iii. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- iv. If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- v. If the selected bidder commits a breach of any condition of the contract
- vi. If the Department terminates the contract in whole or in part, the Performance Guarantee shall be forfeited.

3.20.1.2. Termination for Insolvency

The Department may at any time terminate the Contract by giving written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

3.20.1.3. Termination for Convenience

- i. The Department, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which the performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. In such case, the Department will pay for all the pending invoices as well as the work done till that date, including in the notice period, by the Consultant.
- iii. Depending on the merits of the case, as assessed by the client, the selected bidder may be appropriately compensated for the loss incurred by the contract if any due to such termination.
- iv. Limitation of Liability - The selected bidder shall not be liable hereunder or in relation hereto (whether in contract, tort, strict liability, or otherwise) for more than the total value of the fees to be paid under this Agreement. In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage, or expenses (including lost profits).

3.20.1.4. Termination by Department

- i. The Department may, by not less than 30 days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - b. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
 - d. The Consultant submits to the Department a statement, which has a material effect on the rights, obligations or interests of the DEPARTMENT and which the Technical Consultant knows to be false;
- ii. Any document, information, data, or statement submitted by the in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect, or misleading; or As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- iii. If the Department would like to terminate the contract for reasons not attributable to the Consultant's performance, they will need to clear all invoices for the services up to the date of their notice along with a 1-month fee pro-rata fee out of the total fee.
- iv. If the Department would like to terminate the contract for reasons attributable related to the Consultant's performance, the Government will give a rectification notice for 1-month to consultant in writing with specific observations and instructions.

3.20.1.5. Termination by Consultant

- i. The Consultant may, by not less than 30 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - a. The Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Department of the Technical Consultant's notice specifying such breach;
 - b. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - c. The Department fails to comply with any final decision reached as a result of arbitration.

- ii. Upon termination of this Agreement, all pending payments, due till the date of the termination of the contract, will be made by the Department to the Consultant, within 90 days of the contract termination.

3.20.1.6. Consequences of Termination

- i. In the event of termination of the Contract due to any cause whatsoever [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of the Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- iii. The termination hereof shall neither affect any accrued right/ liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.20.2. Liquidated Damages

- i. Notwithstanding Department's limitation of liability right to cancel the order, liquidated damages for late delivery at 0.25% of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the order value. No Damage will be charged in case of force majeure beyond the control of the bidder.
- ii. The above Liquidated Damages (LD) for the delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- iii. The Department reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the bidder. Liquidated damages will be calculated on per week basis.
- iv. The cumulative and aggregate limit of Liquidated Damages (LD) for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total contract value.

3.20.3. Dispute Resolution Mechanism

This Agreement, including, for the avoidance of doubt, the provisions relating to arbitration, shall in all respects be governed and interpreted by, and construed in accordance with, the laws of the Republic of India without giving effect to the principles of conflict of laws thereunder.

Arbitration: The Parties agree that any mutual dispute with regard to the terms of this Agreement shall be handled through Arbitration, as per the following terms between them:

- i. THAT, the Parties agree that any dispute or difference whatsoever arising between the Parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the Agreement or the validity or the breach thereof shall be referred to a Sole Arbitrator (*defined in Clause (iv)*) as appointed under *Clause iv* hereinbelow, and that the award made in pursuance thereof shall be binding on the Parties;
- ii. AND THAT, the Parties agree that in respect of those matters, as are not defined in the terms and conditions of the Agreement, the same shall be decided and settled by the Sole Arbitrator (*defined in Clause (iv)*) in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Agreement;
- iii. AND THAT, the Parties agree that the place of arbitration shall be at UTJK;
- iv. AND THAT, whenever the Parties decide to resort to arbitration for dispute resolution, the Parties will mutually appoint a sole arbitrator within 15(Fifteen) days from the date of receipt of written notice by one Party to other Party, notifying the existence of dispute. If the Parties are unable to mutually agree

on the appointment of the sole arbitrator within the stipulated time period, either Party may, within seven (7) days of the expiration of the time period, apply to the High Court of Jammu and Kashmir to appoint the sole arbitrator. The Court shall, in its discretion, appoint a qualified and impartial sole arbitrator to resolve the dispute. ("Sole Arbitrator"), and such appointment shall be binding on both the Parties;

Provided that before approaching the authorities for appointment of Sole Arbitrator, the Parties shall make a sincere attempt to resolve their dispute, within a time period of 3(Three) months, through mutual conciliation, and if so felt necessary by the Parties under the supervisory guidance of the Law Secretary to the Government of UTJK.

- v. AND THAT, all costs relating to the arbitration proceedings, shall be borne equally by both the Parties;
- vi. AND THAT, the Parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;
- vii. AND THAT, it is agreed between the Parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than 2 (Two) such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the Parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 (Six) months or at most with an extension, on mutual consent, of another 6 (Six) months;
- viii. AND THAT, it is agreed by the Parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2% (Two Percent), on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:
Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for 3 (Three) months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% (Four Percent) for such period of delay, till the date of payment;
- ix. The arbitrator shall record, in writing, the arguments of the 2 (Two) Parties on each of the points of dispute and pass a reasoned and speaking order thereon.

Costs and Nature of Award: The arbitral award shall be in writing, shall set out the reasons for the award, and the award shall be final and binding on the Parties. The fee payable to the Sole Arbitrator as agreed upon the Parties to the Agreement shall be prescribed in Annexure IX of this Agreement.

Co-operation: Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

Continuing Obligation: Subject to the award of the arbitral tribunal, neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the arbitration tribunal, the pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

Jurisdiction: Subject to the provisions of Arbitration proceedings above, the courts of UTJK shall have exclusive jurisdiction in respect of any matter relating to, arising out of, or in connection with, this Agreement.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

3.20.4. Governing Laws

This contract shall be governed in accordance with the laws of India.

3.20.5. Jurisdiction of Courts

Subject to arbitration provisions as per clause 3.20.3, all disputes relating to this contract shall be subject to the jurisdiction of Courts in J&K.

3.20.6. Compliance with Laws

The selected bidder shall comply with the Laws in force in India in the course of performing the contract.

3.20.7. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Department shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 60 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

3.20.8. Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the Performance Security of the most responsive bidder.

3.21. Team Deployment

The team of Consultant will have Team Leader, Finance cum PPP expert, Investment Promotion Expert, a Legal Expert, PPP Consultant, and a Project Monitoring Specialist. These members must be working on the bidder's payrolls as on the last date of submission of the bid. However, the Legal Expert can be hired on a sub-contract or on an outsourcing basis.

In case the bidder is not permitted to provide legal advice from its own staff due to the prohibition on large consulting firms from providing legal services under the Advocates Act, 1961, the bidder would engage, at its own expense, a *reputed* and acceptable legal firm/expert, to facilitate the Department have access to legal advice on any matter relating to the scope of work. The bidder would be expected to facilitate, the Department, as and when deemed necessary by the latter, secure such legal opinion.

The Team Leader, Finance cum PPP expert, Investment Promotion Expert, Legal Expert shall be available for important meetings in Jammu/ Srinagar and regular discussion to be conducted through online mode. The remaining 2 consultants shall be deployed full-time at the Department at Srinagar.

3.22. Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange, etc. and shall keep Department indemnified in this regard.

3.23. Contract administration

- i. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - a. Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
 - b. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- ii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
- iii. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- iv. A committee comprising representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.
- v. In case of dissatisfaction expressed by the Department regarding the working of a person from the Consultant's team, the Consultant shall be bound to replace the resource person with a person of equal experience on a 30 days' notice.

3.24. Right of Monitoring, Inspection, and Periodic Audit

The Department reserves the right to inspect and monitor/assess the progress/performance of work at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Consultant/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose.

Any deviations or contraventions identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

3.25. Department's Obligations

The Department representative shall interface with the Selected Bidder, to provide the required information, and clarifications, and to resolve any issues as may arise during the execution of the Contract.

The Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagrams/plans and all specifications related to services required to be provided as part of the Scope of Work.

The department shall provide functional office space to the Project Team in its premises. The facilities, if any required by the Consultant team shall need to be self-arranged by it.

3.26. Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media, or any other goods/material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Department, whichever is earliest, return any and all information provided to the Selected Bidder by the Department, including any copies or reproductions, both hard copy and electronic.

The work experience certificate shall be separately issued by the Department upon successful completion of the work.

3.27. Indemnity

The maximum indemnity by the Consultant to the Department shall be to the extent of 100% of Contract value in favor of the Department.

3.28. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

The Department however reserves the right to review and negotiate the charges payable at the time of award of work.

3.29. Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

3.30. Payment Schedule

The payment as specified in the financial proposal as per the format in the Annexures as submitted by the Selected Consultant shall be made on deliverables basis:

S#	Deliverable	Payment
1	Site Assessment, including relevant surrounding infrastructure/ assets Report	5%
2	Submission structure of SPV, along with its Memorandum of Association (MOA) and Articles of Association (AOA)	5%
3	Visit to 2 national theme parks cum investment roadshows	2.5%
4	Visit to 2 international theme parks cum investment roadshows	2.5%
5	Theme Park Benchmarking against international/national theme parks) (5%) and Investment Promotion Strategy (5%)	10 %
6	Final Project Structure Report	15 %
7	Submission of Draft Bid Documents	15 %
8	Issuance of RFP for the selection of concessionaire	15 %
9	Submission of Evaluation of the RFP for selection of concessionaire	15 %
10	Signing of Concession Agreement	15 %

Note 1: In connection with the visit to the national/international theme parks, all expenses relating to travel, boarding, lodging and other overheads shall be separately borne by the Government.

Note 2: If for some reason the bid process fails, the Department shall not be liable to pay any additional amount to the Consultant, upto a maximum of 120 days, and the work shall need to be completed by the Consultant at no extra cost.

3.31. Conflict of interest

The Bidder shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon

as practical after it becomes aware of that conflict.

3.32. Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

3.33. Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

3.34. “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against the Department, under or by virtue of or arising out of, the contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a —No claim certificate in favour of the Department in such form as shall be required by it after the work is finally accepted.

3.35. Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected bidder.

3.36. Recognition and Consequences of Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in the performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such an event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

3.37. General

3.37.1. Entire Contract

The terms and conditions laid down in the tender and all annexures thereto as also the proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representations of the parties on the Subject Matter.

3.37.2. Modification

Any modification of the contract shall be in writing and signed by an authorized representative of each Party.

3.37.3. Taxes

The bidder shall pay Goods and Service Tax and other applicable taxes, if any imposed on the services under this contract.

3.37.4. Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

3.37.5. No Assignment

The Selected Bidder shall not transfer any interest, right, benefit, or obligation under the contract without the prior written consent of the Department.

3.37.6. Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity, confidentiality, and ownership survive the expiry or termination of this Contract, and in relation to confidentiality, the obligations continue to apply unless the Department notifies the Selected Bidder of its release from those obligations.

3.37.7. Entire Contract

The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

3.37.8. Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

3.37.9. Notices

A notice means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows, and shall be deemed received two days after mailing or on the date of delivery if personally delivered to:

Additional Secretary to the Government,
Industries & Commerce Department, J&K.
E-mail: suggestkindcom@gmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

3.37.10. Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

3.38. Fraud and Corrupt Practices

3.38.1. Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practice) in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Department may additionally proceed to blacklist the bidder/consultant.
- ii. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if a Bidder or Systems Implementation Agency, 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 Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 3 years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iii. For the purposes of this Section, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award (LoA) or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
 - b. Fraudulent practice – means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. Coercive practice- means impairing or harming or
 - d. threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - e. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by DEPARTMENT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
 - f. 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 Selection Process.

4. Scope of Work

A. Site Assessment Report (SAR):

The selected consultant in order to develop an understanding about requirements of the project shall prepare a Site Assessment Report (SAR). In this regard a preliminary site visit shall be undertaken by the Government officials and the Consultant to understand the site topography, limitations etc.

This site assessment report shall consist of a detailed **analysis of the proposed site** which will include the following (not limited to) information about

- i. Distance from Airport, Railway Station, Bus Stand
- ii. Distance from nearest eco-sensitive zone/ forest/ river etc.
- iii. Accessibility and approachability of the proposed site from the nearest highway, National Highway etc.
- iv. Site topography (terrain, approach road length etc.) Congestion points if any.
- v. Land use (Barren, Agricultural, Industrial, Commercial, Gairmumkin-Khad, Gairmumkin Dariya, etc.)
- vi. Details of building bye-laws at the site
- vii. Information about approvals and clearances required from various departments such as:
 - a. Forest Department
 - b. Pollution Department
 - c. Revenue Department
 - d. Airport Authority
 - e. Power Development Department
 - f. Housing & Urban Development Department etc.
- viii. Identification of the proposed multi-lanes connectivity's/ approaches from the National Highways, State Highways, airport, railway station and ISBT to the project site, if deemed necessary, to be undertaken by the concerned departments on time-bound basis. The selected consultant shall indicate the infrastructure that shall be required outside the project area.
- ix. Identification of any other logistic developments including transport, utilities, and social infrastructure needed for speedy development of the proposed site and their taking up on fast-tracks by concerned departments.
- x. Assess whether the Theme Park could be clubbed with other Tourist destination in near vicinity to tap the tourist potential
- xi. The conceptual plan shall cover aspect such as public utilities (water, electricity, sewerage, ICT infrastructure etc.) and the support social and security, safety infrastructure that shall be required for e.g. medical care centre, policing, firefighting, disaster management, etc.
- xii. Assistance in making any policy amendments or a new policy for this project.

Note 1: While the Consultant shall also provide the requisite list of all necessary approvals/clearances as required for the project, as a part of this exercise, it shall not be required to obtain such approvals/clearances from any of the Departments.

Note 2: The site topography mentioned under the scope of work would involve a reconnaissance survey to assess the existing topography and enlist the site encumbrances, existence of natural features, water bodies, etc. However, a detailed topographic survey, involving sophisticated instruments, is not included in the scope of the Consultant.

B. Theme Park Benchmarking Study Report:

The selected consultant in order to gather an understanding of the best practices being adopted by the theme parks across national as well as the global level would prepare a **Theme Park Benchmarking Study Report**. Preparing this report references may be taken from the following theme parks but not limited to just them:

Global theme parks (Universal Orlando Resort, Busch Gardens Theme Park, Six Flags Discovery Kingdom, Dorney Park & Wild Water Kingdom, Six Flags Mexico, Atlantis Paradise Island Resort – Bahamas, Mt. Olympus Water Park and Theme Park Resort, Universal Studio Singapore, Sentosa Skyline Luge & Skyride, etc.) and **National theme parks** (Adlabs Imagica -Maharashtra, Kingdom of Dreams – Gurgaon, Wonderla Bangalore, Ramoji Film City, EsselWorld and Water Kingdom – Mumbai, etc.)

The benchmarking would include the following but not limiting to them:

- i. Types of theme parks**
 - a. Category-wise bifurcation of theme parks**
- ii. Customer Management Model**

The selected consultant would study various management models of the theme parks during the study whether the ticketing is manual or online, whether processing time has tiresome procedure or easy processing, customer handling, payment setup, etc. The consultant would also suggest the most appropriate method to assess the actual number of customers visiting the park and the revenue generated from various revenue sources.
- iii. Running Model (Daily Operations)**

The selected consultant would study about operations whether the daily operations are outsourced category-wise or running on own, whether all the games & rides have timings to run or running throughout the day etc., what is the institutional framework, department wise breakup (Administration, marketing, finance, IT, security, maintenance etc.) of the theme parks.
- iv. Revenue Management Model**

The selected consultant would study about various revenue generation options by bifurcation of revenue sources into categories such as revenue generated from rides, games, food & drinks, entry fees, parking, sponsorship, advertisements, etc.
- v. Footfall Study**

The selected consultant would study about various models about how to get and manage the maximum footfall, crowd control etc.
- vi. Investment Promotion and Marketing Study**

The selected consultant would study about how each theme park has marketed themselves on a national and international scale to attract tourists, market segment of targeted audience
- vii. Working Model**

The selected consultant would study about whether the targeted theme park is a Government owned, privately owned, private public partnership, any other model
- viii. Manpower Management Model**

The selected consultant would study about manpower requirements for a theme park such as manpower ratio to the investment made then categorisation of manpower into skilled & unskilled, department-wise manpower breakup, upskilling initiatives by the theme park management to train the manpower, etc.
- ix. Uniqueness of theme park etc.**

The selected consultant would study about the unique selling proposition of individual parks so that something useful can be derived from the study that would suit the theme park in J&K.
- x. Safety & Security Model**

The selected consultant would study about various certifications, accreditations training modules, etc. required to ensure the best safety & security of the people. Also, to get and understanding of how modern security technologies, such as video surveillance, access control, RFID, and biometrics to crack down ticket fraud, control crowds, enhance the customer experience etc.

To undertake this exercise and prepare a comprehensive study report a team comprising of Government officials and a team of 3 consultants (Team Lead, Investment promotion Expert and Finance cum PPP expert) would visit 2 global and 2 national theme parks.

C. Investment Promotion Strategy

The selected consultant shall prepare a project promotion plan and formulate a strategy for the promotion of the theme park among the targeted tourists. The selected consultant will facilitate the investment promotion activities in reaching out to investors globally, people who have experience in this domain and have shown exemplary results in the past from various perspectives safety & security domain, revenue, and financial

stability of theme parks. As part of the implantation of the investment promotion strategy, the selected consultant shall assist the department in organising visits to 2 national & 2 international theme parks to get understanding of the benchmarking model points, attract targeted investors, tourists, etc.

- i. To develop the investment promotion strategy/program and action plan for the promotion of Theme Park
- ii. Create a focused outreach strategy and action plan to identify and connect with the targeted investors to promote the Theme park and also leverage international investments.
- iii. Assistance in site visits of investors
- iv. Assist in reaching out to both national and international stakeholders to promote Theme park
- v. Prepare Theme Park specific strategy after understanding the value chain
- vi. Assist in organizing webinars/seminars with relevant investors to attract investors
- vii. Organize meetings, webinars with foreign and national investors interested in setting up theme park facilities in India.
- viii. Assist in facilitation for grounding of investment pertaining to Theme park.
- ix. To develop a national and international tour plan of theme parks managed by various stakeholders such as Disney, Ramoji, Universal, etc.

D. Project Structuring

The selected consultant after discussions with various stakeholders across the value chain will finalise a broad theme for the park. The theme will be discussed and will be approved by the Government and will have the following features (but not limited to):

- i. Conceptual Design
- ii. Types of rides
- iii. Type of Management model
- iv. Tentative Cost
- v. Investment and Income generation
- vi. Targeted Footfall
- vii. Type of manpower required
- viii. Type of Safety & Security measures etc.
- ix. Mode of Development of theme park (PPP Mode)
- x. Commercial viability

The objective of the selected consultant is to detail out the brief features of the theme park. However, the detailing of the abovementioned features is to be procured by the developer. The consultant will undertake optional analysis and will provide minimum two options, including the standard PPP model, for engaging the private sector players for the development of theme park.

Standard PPP route shall be wherein the land is provided by the Government and investment over the project is undertaken by the private developer. In addition, a revenue share model is also agreed between the Government and private developer such as Upfront payment plus revenue share or just revenue share, etc. Any other alternative method, which could deliver results with aplomb would also be suggested to enable the Government.

The consultant has to look into both options and advice the Government on the best-suited option for the development of the theme park after taking into consideration:

- i. Industry surveys for private partners
- ii. Stakeholder Matrix/ Role allocation
- iii. Investment promotion strategy
- iv. Procurement Plan
- v. Role and Work Identification
- vi. Risk Allocation Framework etc.

- vii. Finalization of Concession Period
- viii. Finalization of Bid Variable

The project must be structured in a manner to get the best effect of investment promotion activities undertaken nationally and globally. The consultant may also advise the Government about any other option which may be deemed fit for the development of theme park by studying all the relevant development models through the benchmarking study.

E. Project Procurement

After the approval of project execution report, the selected consultant shall move ahead with the project procurement plan. The various components of the procurement plan are as follows:

i. Formulation of Bidding Documents

The selected consultant in consultation with the Government shall finalize the qualification criteria, including the bid parameter, and prepare draft bid documents including RFQ/ RFP, Concession agreement, non-technical schedules, etc. The selected consultant shall also draft the tender advertisement. The cost of publishing shall be borne by the Government.

The selected consultant shall draft the final RFP as per the broad guidelines of the Department of Economic Affairs, Government of India, NITI Aayog, or as per standard acceptable market procedures for PPP projects. However, considering the importance & complexity of the project the selected consultant may advise new or alternative provisions, with rationale, to make the project a successful venture.

The selected consultant shall submit the Draft Bid Documents to the Government for its approval before initiating the bid process. It may be noted that the selected consultant shall, from time to time, provide assistance, as required, to the Government for finalizing the bid documents.

ii. Bid Process Management

Once the bid documents are finalized, selected consultant shall assist the Government in managing the bid process of the respective project, which shall, inter alia, include:

- i. Preparation of notice for issuance of bid documents
- ii. Conducting pre-bid meeting and project marketing activities
- iii. Responding to pre-bid queries and making suitable amendments to bid documents
- iv. Evaluation of technical and financial bids after seeking clarifications, if any, from bidders
- v. Preparation and submission of Bid Evaluation Report recommending the selected bidder/ consultant for the project
- vi. Assistance in issuance of Letter of Award and evaluating the confirmation thereof

The selected consultant shall submit the Bid Evaluation Report to the government for its approval before issuance of Letter of Award. It may be noted that the selected consultant shall, from time to time, provide assistance, as required, to the Government in finalizing the bid evaluation.

The Scope of Work as outlined in this para may not be exhaustive and the Consultant shall be required to undertake such other tasks, as may be necessary for successful completion of the work.

Note: For all likely activities relevant to the Scope of Work and which are essential for faithful completion of the work, the Bidder shall clearly state, during their written submissions at the stage of pre-bid meeting, what all activities it perceives is not covered in the Scope of Work and for which it would depend on the Department officials or a Third party to handle the same. No such submission at the stage of pre-bid meeting would imply that the bidder would be willing to handle all associated tasks itself.

Number of Proposals

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a Sub-Consultant, as the case may be.

F. Project Management Structure

The Consultant shall advise the client on how best to structure an SPV, with a joint shareholding of GOI and UTJK, to manage the project. The draft MOA and AOA for the SPV shall also be drafted. The guidelines of the Department of Public Enterprises in the context of a Government company shall be kept in view during the structure of a SPV. The Consultant would also advise on the legal implications that may flow from the SPV structure on the drafting of the Concession Agreement.

5. Team Composition

The team of consultants will have Team lead, Finance cum PPP expert, Investment Promotion Expert, Legal Expert, PPP Specialist, and a Project Monitoring Specialist. These members must be working on the bidder's payrolls as on the last date of submission of the bid. However, the Legal Expert can be hired on a sub-contract, or on an outsourcing basis.

In case the bidder is not permitted to provide legal advice from its own staff due to the prohibition on large consulting firms from providing legal services under the Advocates Act, 1961, the bidder would engage, at its own expense, a *reputed* and acceptable legal firm/expert, to facilitate the Department have access to legal advice on any matter relating to the scope of work. The bidder would be expected to facilitate, the Department, as and when deemed necessary by the latter, secure such legal opinion.

The Team lead, Finance cum PPP expert, Investment Promotion Expert, Legal Expert shall be available for important meetings in Jammu/ Srinagar and regular discussions to be conducted through online mode. The remaining 2 consultants shall be deployed full-time at the Industries & Commerce Department at Srinagar.

During the presentation, as part of technical evaluation of bidders, the Team lead, Finance cum PPP expert, Investment Promotion Expert, Legal Expert shall share their learnings from working on the adventure theme park.

S No.	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
1	Team Leader	BTech/Master in Planning and MBA/ PGDM or Equivalent	10 Years	He/ She should have successfully led at least one adventure theme park/Film city/amusement park/water park, and atleast one hotel/convention center Assignments in last 7 years. He/ She have infra-consulting experience of atleast 7 years

2	Finance cum PPP Expert	BTech and MBA/ PGDM (Finance)/ Chartered Accountant or Equivalent	10 Years	He/ She should have successfully completed atleast 2 Assignments in last 7 years as a Finance cum PPP expert. He/ She Should have experience of working on at least 1 adventure theme park/Film city/amusement park/water park. He/ She have infra-consulting experience of at least 7 years
3	Legal Expert	LLB Degree	10 Years	He/ She should have successfully advised on the legal aspects of at least two PPP projects, leading to signing of concession agreements in last 7 years.
4	Investment Promotion Expert	BTech/BArch and MBA/ PGDM (Marketing) or Equivalent	10 Years	He/ She should have successfully completed at least two Assignments in last 7 years as an Investment promotion Expert. He/ She Should have experience of working on at least 1 adventure theme park/Film city/amusement park/water park. He/ She has Investment promotion experience of at least 7 years
5	PPP Specialist	BTech/MBA/ PGDM	5 years	He/ She should have experience of working as a PPP consultant for at least 3 years
6.	Project Monitoring Specialist	BTech/MBA/ PGDM	5 years	He/ She Should have experience of working on project monitoring as a consultant for at least 3 years.

Note: For effective monitoring of the project execution, the Department/ SPV may in its sole discretion decide to continue engaging, even beyond the signing of the concession agreement, the services of the PPP Specialist and Project Monitoring Specialist for the Project Execution Period by the Concessionaire. Accordingly, in the financial bid the bidders shall quote the man-month rate, and total cost for additional two- years' engagement, of each of these two Specialists.

Project Work Plan

S#	Deliverable	Deliverable Timelines
1	Acceptance of work order & deployment of team	Day 1
2	Inception Meeting with the Government officials & Site Visit, Collection of Data regarding the project	D + 7 Days
3	Submission of Names of identified National & International theme parks (at least 3 of each category) for visits & benchmarking study	14 Days`
4	Site Assessment Report	D + 30 Days
5	Design of a SPV structure, along with its MOA and AOA	D + 45 Days
6	Visit to 2 national and 2 international theme parks	D + 60 Days

7	Theme Park Benchmarking Study & Investment promotion strategy	D + 90 Days
8	Options Study	D + 120 Days
9	Project Structuring Report	D + 150 Days
10	Draft Bid Documents	D + 180 Days
11	Signing of Concession Agreement	D + 240 Days

6. Evaluation and Selection

6.1. Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below could lead to the bid being treated as non-responsive. If Proposals;

- i. Are not submitted as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney) or Board Resolution
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers, and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

The Department may at its discretion seek clarifications, if any, are required. If any clarifications are sought these will need to be submitted within 48 hours of email request being forwarded.

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- i. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- ii. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidder's representatives who are present shall sign a register giving evidence of their attendance.
- iii. Proposal document shall be evaluated as per the following steps.
 - a. **Preliminary Examination of Pre-qualification/ Eligibility Criteria documents:** The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document may be rejected and not considered further. However, the Department reserves the right to seek clarifications, if any, deemed appropriate.
 - b. **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting documents submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - Supporting document is to be submitted in Technical Cover.
 - Supporting document should clearly indicate value of the completed/on-going project and scope of work/ services should be clearly highlighted.

- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid is liable to be summarily rejected.

S No	Criteria	Criteria	Maximum Marks
Minimum Eligibility Criteria			
1	Technical Experience (during last 10 financial years)	<p>1. Worked as a PMC for a period more than 1 year on a Tourism infrastructure project costing more than ₹ 100 Crores (other than cost of land) executed in PPP mode; and</p> <p>2. Worked as a Consultant in developing and implementing adventure park/ film city/ theme park/ amusement park/water park on PPP mode in any one of the following 3 scenarios:</p> <p>(a) One park with a minimum area of 100 acres</p> <p>(b) Two parks with a minimum area of 50 acres each</p> <p>(c) Three parks with a minimum area of 40 acres each</p>	
2	Financial Stability	Firm must have average annual consulting turnover of INR 25 Cr in last 3 financial years (FY 22-23, FY 21-22, FY 20-21)	
3	Firm's Experience	Consulting presence from last 7 years	
4	Blacklisting	Self-Undertaking on Non-Blacklisting is last 3 FYs, and as on tender issue date	
Technical Evaluation Parameter			
5	Firm's Financial Capability	<ul style="list-style-type: none"> ▪ Firm must have an annual consulting turnover of at least INR 25 Cr in each of the last 3 financial years (FY 22-23, FY 21-22, FY 20-21): 3 marks ▪ A positive net worth (in each of the last 3 FYs): 3 marks ▪ Net Profit of at least INR 10 crores (in each of the last 3 FYs): 4 marks 	<p>10</p> <p>(CA certificate)</p>
6	Technical Capability	<p>Firm working as a Consultant in developing and implementing adventure park/ theme park/amusement park/water park on PPP/EPC mode</p> <p>a. Minimum qualification as per S.No.1 above (10 marks)</p> <p>b. At least one such park with minimum development cost (excluding cost of land) of</p> <ul style="list-style-type: none"> • INR/INR equivalent 500 Crores (excluding the cost of land) (5 marks) • INR/INR equivalent 750 Crores (excluding the cost of land) (7.5 marks) <p>c. At least one Park of minimum area of</p> <ul style="list-style-type: none"> • 50 acres (2.5 marks) • 75 acres (5 marks) <p>d. Specified experience working on at least one such Park outside India (7.5 marks)</p> <p>Note1: Experience required at (b) to (d) may overlap with bullet (a).</p> <p>Note 2: INR equivalent to be based on the RBI exchange rate as 48 hours before the last date and time for submission of bids.</p>	<p>30</p> <p>(Completion Certificate/ Work Order/ Agreement)</p> <p>(In case of last two documents, contact details of reference shall be provided)</p>

7	Technical Presentation	The firm shall make a presentation displaying their understanding of the assignment with approach & methodology to be undertaken and would be evaluated as below: <ul style="list-style-type: none"> • Understanding, Approach, Methodology & Timelines (12) • Understanding of Jammu and Kashmir from tourism and investment attraction perspective (4) • Investment Promotion Strategy (4) <p>Note: Bidders shall be required to submit an advance ppt prior to date of presentation covering each of the bullets. Failure to do so may lead to loss of marks</p>	20
8	Relevant Experience of the Key Personnel	Marks for each of 4 Key Personnel shall be awarded for Professional Experience, and Relevant Experience:	40 (self-certification) (Maximum)
	Team Leader	Professional Experience (3 marks)	10
	Financial cum PPP Expert	Relevant Experience (6 Marks)	10
	Legal Expert	Relevant Experience with Government/its agencies (1 mark)	10
	Investment Promotion Expert	(to be judged at the time of presentation - the ppt to be shared by bidders prior to date of presentations should cover this aspect too)	10
Total Marks			100

Note 1: Supporting Documents shall include Letter of Award/ Agreement/ Completion Certificate.

Note 2: The reference to a theme park in the RFP refers to an integrated tourist destination that includes at least one of amusement park/ film city/ adventure park/water park as a building block.

Note 3: In the case of consortium bidding, *each of the technical qualification thresholds* will need to be individually met by at least one partner as a whole and cannot be split across the consortium partners. However, different technical qualification requirements may be met by different partners of the consortium. The financial thresholds would need to be mandatorily met by the lead bidder as a whole.

6.2. Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (**QCBS**), whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%. The proposal with the lowest financial bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated herein below.

The Department/ SPV *may* choose to continue with the services of the PPP Consultant and the Project Monitoring Consultant for the project implementation period. Hence, for evaluation of effective financial quote, the lumpsum cost of engaging the two consultants for a period of 2 years (precise period of additional engagement may differ based on project execution period) beyond the concession agreement shall be added to the quote for all the other 4 experts.

The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 80% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

Sf= 100X Fm/ Financial Proposal of Applicant under consideration

1. **Fm: Lowest financial proposal**
2. **Sf: Financial Score**

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.80 (or 80% and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = (Te X0.80) + (Sf X 0.20)

Te: Technical score.

Sf: Financial Score

6.3. Selection

The Applicant scoring the highest Total Score shall be declared as the Selected Consultant.

7. Annexures

7.1. Annexure I: Proposal Covering Letter

Date:.....

To,

Dear Sir,

We(Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no.....and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 120 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Department of Industries & Commerce, government of Jammu & Kashmir may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents. Hard copy of the Proposal should also be submitted in form of original and a copy along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)

7.2. Annexure II: POWER OF ATTORNEY FORMAT (Not required if proposal signed by Partner/ Director)

(To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by lead bidder for the tender)

Dated:

**POWER OF ATTORNEY
To Whomsoever It May Concern**

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at

_____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory

and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement — Hiring of International Renowned Consultancy Firm for Providing Transaction Advisory, Investment Promotion for Development of Theme/Amusement Park in J&K involving the deliverables as per agreement with , vide Invitation for Tender (Tender Document) Document dated , issued by including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by or any governmental authority, representing us in all matters before and generally dealing with in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the bidder
- 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) 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 executants(s).

7.3. Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C) Tender Document No.

To,
Additional Secretary to the Government,
Industries & Commerce Department, J&K.
E-mail: suggestjkindcom@gmail.com

Subject: Hiring of International Renowned Consultancy Firm for Providing Transaction Advisory, Investment Promotion for Development of Theme/Amusement Park in J&K

Sir,
We, the undersigned, offer to provide the consulting services of development of Theme Park for the Client in accordance with your Request for Proposal and our Technical Proposal. Our Financial Proposal is as below:

Total Professional Fee (Inclusive of GST) (A) (for engagement of the entire team till the signing of concession agreement)	
Man-month rate of PPP Consultant (inclusive of GST) (for engagement beyond the date of signing of concession agreement)	
Man-month rate of Project Monitoring Consultant (inclusive of GST) (for engagement beyond the date of signing of concession agreement)	
Lumpsum two-year fee of PPP Consultant and Project Monitoring Consultant (inclusive of GST) (B) (for engagement beyond the date of signing of concession agreement)	
Effective Financial Quote = (A+B)*	

* Effective Financial Quote shall be basis of bids evaluation. However, this need not necessarily lead to use of the PPP Consultant and the Project Monitoring Consultant beyond the date of signing of the concession agreement.

Notes:

- The effective financial quote includes all travel, lodging and other out of pocket expenses within J&K, and no extra claims will be allowed for any travel within the UTJK for the purpose of project.
- All expenses relating to travel, boarding, lodging and other associated overheads for any trip outside J&K, including for the visits each of two national and two international theme parks, shall be separately borne by the Government and need not be included in the financial quote. The Department shall however bear expense only of team of 3 consultants (Team Leader, Investment Promotion Expert, and Finance cum PPP expert) for visit to national and international theme parks.
- The above rates may be used proportionately for extending the scope of work or seeking more time/resources from the consulting firm.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We solemnly affirm that we will strictly

adhere to the laws against fraud, corruption and unethical practices, including but not limited to —Prevention of Corruption Act, 1988, during the bidding process and execution of the contract, in case we are awarded the work.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature

{In full and initials}:

Name and Title of Signatory:

7.4. Annexure IV: Draft Bank Guarantee

(To be issued by a Bank)

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Director Finance, Industries & Commerce Department, J&K, having its office at _____, Jammu & Kashmir, India (hereinafter called "Director Finance, Industries & Commerce Department, J&K" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated ___/___/2023 issued by Additional Secretary to the Government, Industries & Commerce Department, J&K, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Additional Secretary to the Government, Industries & Commerce Department, J&K as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Industries & Commerce Department, J&K, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Director Finance, Industries & Commerce Department, J&K, an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Director Finance, Industries & Commerce Department, J&K., stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Director Finance, Industries & Commerce Department, J&K, is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Industries & Commerce Department, J&K, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Director Finance, Industries & Commerce Department, J&K, prior to the Expiry Date shall survive the expiry

of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Director Finance, Industries & Commerce Department, J&K.

5. In order to give effect to this Guarantee, Director Finance, Industries & Commerce Department, J&K, shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Director Finance, Industries & Commerce Department, J&K, or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Director Finance, Industries & Commerce Department, J&K, against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Director Finance, Industries & Commerce Department, J&K, or any indulgence by Director Finance, Industries & Commerce Department, J&K, to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank

7.5. Annexure V: Format for Professional Experience Citations

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

7.6. **Appendix VI: Format for Curriculum Vitae**

Photo	Name:			
	Position:			
	Date of Birth:			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Representative Projects				
Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:				
Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:				
			Name:	
Signature				

7.7. Annexure VII: Financial Capacity of the Applicant

#	Financial Year	Turnover (in ₹ Cr)	Net Worth (in ₹ Cr)	Net Profit (in ₹ Cr)
1	2022-23			
2	2021-22			
3	2020-21			

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) that the above reported figures against the respective years have been verified and confirmed as correct.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

7.8 Annexure VIII: Joint Venture Agreement for Consortium

(On Non – judicial stamp paper of ₹ 100 duly attested by a notary public)

This **Joint Venture Agreement** (Agreement) entered into this day of.....April, 2023_ at _____

Among

_____ (hereinafter referred as" -----") and having office at _____

Party of the First Part

_____ (hereinafter referred as" -----") and having office at _____

Party of the Second Part

_____ (hereinafter referred as" -----") and having office at _____

Party of the Third Part

The parties are individually referred to as **Party** and collectively as **Parties**.

Whereas the Industries & Commerce Department, Government of J&K has invited Proposals from interested Firms and/or Consortiums for Appointment of a Consultant for the development of a Theme/ Amusement Park in Srinagar.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That M/s _____ who is the Lead Member of the Consortium commits to hold a minimum stake equal to __% of the Consortium at all times during the Contract Period.
2. That any dilution of participation interest by the Parties in the consortium shall be only with prior approval of the Department.
3. That the Parties shall carry out all responsibilities as per terms of the Contract.
4. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium Member	Role (Lead Member or Member)	Percentage Share in JV/ Consortium	Responsibilities

No changes in the percentage share in JV/ consortium shall be allowed thereof, except with prior approval of the Department.

5. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any

other party for this Project.

6. That the parties shall be jointly and severally liable for execution of the project.
7. Incase of default of member(s) the following recourse shall be applicable:

-
8. That this Agreement shall be governed in accordance with the laws of India and in event of failure of the arbitration process, the courts in Jammu and Kashmir shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof, the Parties affirm that the information provided is accurate and true and have caused this Agreement to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorized signatory of Party of the first part:

Authorized signatory of Party of the second part:

Authorized signatory of Party of the third part:

Witness 1

Witness 2

Annexure IX: Fee for Sole Arbitrator

Sum in Dispute	Fee fixed for Arbitrator
Upto INR 5,00,000	INR 45,000
Above INR 5,00,000 and upto INR 20,00,000	INR 45,000 plus 3.5% (Three Point Five Percent) of the claim amount over and above INR 5,00,000
Above INR 20,00,000 and upto INR 1,00,00,000	INR 97,500 plus 3% (Three Percent) of the claim amount over and above INR 20,00,000
Above INR 1,00,00,000	INR 3,37,500 plus 0.75% (Zero Point Seven Five Percent) of the claim amount over and above INR 1,00,00,000