

## CORRIGENDUM – I

### SELECTION OF A DEVELOPER FOR DEVELOPMENT OF TOURISM PROPERTIES AT JHARKHAND ON ROMT BASIS

Date: \_\_\_ October, 2015

Jharkhand Tourism Development Corporation Limited (JTDC), Government of Jharkhand by way of this **Corrigendum - I** is making the following addition/ deletion/amendments/ clarification to the Request for Proposal (RFP) and the Draft Project Development and Management Agreement issued on September, 2015 for the said Assignment.

#### 1. REQUEST FOR PROPOSAL

SI No	Clause No	Section Name	Original Clause	Modified Clause
1.	1.1.3	Background	The scope of work will include renovation, operation, maintenance, management and transfer of the Project. Developer has the right to demand, charge, collect and retain the user fee from user's of the Project and transfer the Project site along with the Project facilities to the Authority or its authorised representative upon expiry in accordance with the provisions of draft Project Development and Management Agreement.	The scope of work will include renovation, operation, maintenance, management and transfer of the Project. <b>The Developer may also undertake development, operation and management of medical tourism related activities viz., ayurveda, yoga, meditation and naturopathy on the Project Site.</b> The Developer has the right to demand, charge, collect and retain the user fee from user's of the Project and transfer the Project site along with the Project facilities to the Authority or its authorised representative upon expiry in accordance with the provisions of draft Project Development and Management Agreement.
2.	1.2.7- Note – Point No. ii	Annual Fee	The Annual Fee offered by the Successful Bidder shall be payable to the Authority from the <b>2nd (second)</b> anniversary of execution of the Project Development and Management Agreement and shall be escalated by 10% (ten percent) once in every two years throughout the Agreement Period as per the Project Development and Management Agreement.	The Annual Fee offered by the Successful Bidder shall be payable to the Authority from the <b>1<sup>st</sup> (First)</b> anniversary of execution of the Project Development and Management Agreement and shall be escalated by 10% (ten percent) once in every two years throughout the Agreement Period as per the Project Development and Management Agreement.

SI No	Clause No	Section Name	Original Clause			Modified Clause	
						Agreement.	
3.	1.3	Schedule of Bidding Process	Last date for submission of Proposals ( the “ <b>Proposal Due Date</b> ”)	<b>16th October, 2015</b> at 1500Hours		Last date for submission of Proposals ( the “ <b>Proposal Due Date</b> ”)	<b>30th October, 2015</b> at 1500Hours
4.	2.1.1(a)	Eligible Bidders	<p>The Bidder for participating in the Bidding Process may be a single business entity (the “<b>Single Business Entity</b>”) or a group of single business entities (the “<b>Consortium</b>”), coming together to implement the Project. The term Bidder used herein would apply to a single business entity or a Consortium.</p> <p>For the purpose of this RFP document, Single Business Entities shall mean a company incorporated under the Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1932 or any combination of the above with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.3 below.</p> <p><b>Note:</b> If the Bidder is:</p> <ol style="list-style-type: none"> <li>i. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.</li> <li>ii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity</li> </ol>			<p>The Bidder for participating in the Bidding Process may be a single business entity (the “<b>Single Business Entity</b>”) or a group of single business entities (the “<b>Consortium</b>”), coming together to implement the Project. The term Bidder used herein would apply to a single business entity or a Consortium.</p> <p>For the purpose of this RFP document, Single Business Entities shall mean a company incorporated under the Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1932 <b>or a sole proprietorship firm registered under the Proprietorship Act, 1908</b> or any combination of the above with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.3 below.</p> <p><b>Note:</b> If the Bidder is:</p> <ol style="list-style-type: none"> <li>i. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.</li> <li>ii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the</li> </ol>	

SI No	Clause No	Section Name	Original Clause	Modified Clause
				<p>registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.</p> <p><b>iii. A sole proprietorship firm, it should furnish copy of either the Sales/VAT registration/Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.</b></p>
5.	2.1.1 (b) Category III	Technical Capacity Experience	<p>i. The Bidder should be either owning or taken on lease basis atleast one hotel with minimum 10 rooms for a minimum period of 3 (three) years preceding the Proposal Due Date. AND</p> <p>ii The Bidder should have experience of operating &amp; managing atleast one hotel with minimum 10 rooms for a continuous period of 1 year in last 3 years preceding the Proposal Due Date.</p>	<p>i. The Bidder should be either owning or taken on lease basis atleast one hotel with minimum 10 rooms for a minimum period of 3 (three) years preceding the Proposal Due Date. <b>OR</b></p> <p>ii The Bidder should have experience of operating &amp; managing atleast one hotel with minimum 10 rooms for a continuous period of 1 year in last 3 years preceding the Proposal Due Date.</p>
6.	2.1.2	Power of Attorney	<p>The Bidder should submit a Power of Attorney as per the format enclosed as Appendix E, authorising the signatory of the proposal to commit the member thereof. In case the Bidder is submitting its Proposal as a Consortium, the Bidder should submit the Power of Attorney in favour of the Lead Member as per the format enclosed as Appendix F.</p>	<p>The Bidder should submit a Power of Attorney as per the format enclosed as Appendix E, authorising the signatory of the proposal to commit the member thereof. In case the Bidder is submitting its Proposal as a Consortium, the Bidder should submit the Power of Attorney in favour of the Lead Member as per the format enclosed as Appendix F. <b>In case the sole proprietor himself is signing the Proposals, the Power of Attorney in the format at Appendix- E is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor, the Power of Attorney is required to be submitted in the format at Appendix- E.</b></p>
7.	2.3.2	Number of Proposal	<p>Under this RFP document, a Bidder may submit Proposals for more than one Tourism Property. Subject to Clause 2.3.3 below, a Bidder would be awarded a maximum of <b>2 (two)</b></p>	<p>Under this RFP document, a Bidder may submit Proposals for more than one Tourism Property. Subject to Clause 2.3.3 below, a Bidder would be awarded a maximum of <b>4</b></p>

SI No	Clause No	Section Name	Original Clause	Modified Clause
			<b>Tourism Properties.</b> A Bidder submitting its Financial Proposal for more than one Tourism Property is required to submit a common Technical Proposal and submit separate Financial Proposal with respect to each Tourism Property for which the Bidder is intending to submit its Proposal. The Proposals would be evaluated on the basis of the evaluation criteria set out in Clause 2.1.1 (b) and (c) of this RFP document.	<b>(four) Tourism Properties.</b> A Bidder submitting its Financial Proposal for more than one Tourism Property is required to submit a common Technical Proposal and submit separate Financial Proposal with respect to each Tourism Property for which the Bidder is intending to submit its Proposal. The Proposals would be evaluated on the basis of the evaluation criteria set out in Clause 2.1.1 (b) and (c) of this RFP document.
8.	2.12.3	<b>Authorized Representative</b>	The Proposal shall be typed or written in indelible ink and signed by the Authorized Representative (the “ <b>Authorized Representative</b> ”) of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Representative as detailed below:  (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or (b) by the partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm.	The Proposal shall be typed or written in indelible ink and signed by the Authorized Representative (the “ <b>Authorized Representative</b> ”) of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Representative as detailed below:  (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or (b) by the partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm.  <b>(c) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.</b>
9.	2.13.2 (m)	Sealing and Marking of Proposals	Not Provided	<b>In case of a sole proprietorship firm, it should furnish scanned copy of either the Sales/VAT/Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.</b>
10.	3.6.1	Performance Security	The Successful Bidder/Developer shall, within the date specified in the LOA, pay an amount equal to the Annual Fee	The Successful Bidder/Developer shall, within the date specified in the LOA, pay an amount equal to the Annual

SI No	Clause No	Section Name	Original Clause					Modified Clause								
			offered by the Successful Bidder to the Authority towards performance security (the “Performance Security”) <b>by way of an irrevocable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India in favour of “Jharkhand Tourism Development Corporation Limited.</b>					Fee offered by the Successful Bidder to the Authority towards performance security (the “Performance Security”) <b>in the form of a Demand Draft from any Nationalised Bank or a Scheduled Bank in India in favour of “Jharkhand Tourism Development Corporation Limited, payable at Ranchi</b>								
11.	3.7	Upfront Premium	The Successful Bidder shall within the date specified in the LOA, pay an amount equal to the Annual Fee offered by the Successful Bidder to the Authority by way of Upfront Premium <sup>1</sup> in the form of a Demand Draft from a Nationalised Bank or a Scheduled Bank <sup>2</sup> drawn in favour of “Jharkhand Tourism Development Corporation Limited”, payable at Ranchi, Jharkhand. The Upfront Payment made by the Successful Bidder shall be non-refundable in nature.					<b>Deleted</b>								
12.	Appendix A: Point No. 24	Format for Covering Letter-Cum Project Undertaking	I/We agree to pay a non-refundable amount to the Authority towards the Upfront Premium as specified in Clause 3.7 of the RFP Document if I/We are declared as Successful Bidder for the Project.					Deleted								
13.	Appendix D:	Format for Financial Capacity of the Bidder	<b>Bidder Type</b>		<b>Average Annual Turnover</b>			<b>Net Worth</b>		<b>Bidder Type</b>		<b>Average Annual Turnover</b>			<b>Net Worth</b>	
					2014-15	2013-14	2012-13	Average	2014-15			2014-15	2013-14	2012-13	Average	2014-15
			Single Business Entity	Company						Single Business Entity	Company					
				Partnership Firm							Partnership Firm					

<sup>1</sup> Plus service tax, if applicable

<sup>2</sup> Scheduled Bank mean a bank defined under Section 2(e) of the Reserve Bank of India Act, 1934.

SI No	Clause No	Section Name	Original Clause							Modified Clause								
			In case of a Consortium	Consortium Member 1-LM							y	<b>Sole Proprietorship Firm</b>						
				Consortium Member 2-OM							In case of a Consortium	Consortium Member 1-LM						
				Consortium Member 3-OM								Consortium Member 2-OM						
				<b>TOTAL</b>								Consortium Member 3-OM						
											<b>TOTAL</b>							
14.	Appendix D:	Format for Financial Capacity of the Bidder	<b>Instructions:</b> 1. The Networth should be calculated in the following manner: i. For Company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). ii. For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners							<b>Instructions:</b> 1. The Networth should be calculated in the following manner: i. For Company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). ii. For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners.								

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				iii. <b>For Sole Proprietorship Firm = Aggregate of Proprietors' capital account + Reserves - Aggregate of drawings by Proprietor - Aggregate of advances to Proprietor + Investments in Bank Deposits + Investments in Mutual Funds -(Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities).</b>
15.	Appendix D:	Format for Financial Capacity of the Bidder	<b>Not provided</b>	<p>Special Instructions for Sole Proprietorship Firm or an Individual:</p> <p>(a) In the Net Worth column, besides the funds available in the books of account of the firm, the Sole Proprietor should furnish the details of fixed deposits/ time deposits/ bank deposits in banks / units of Mutual Funds, in the Sole Proprietor name, as on March 31, 2015. For Mutual Funds units, Net Asset Value as on March 31, 2015 would be considered for evaluation.</p> <p>(b) Details of Bank Accounts of the Sole Proprietor:</p>

SI No	Clause No	Section Name	Original Clause	Modified Clause							
				SL No	Name of Bank	Address of the Bank	Account No.	Currency and Conversion Rate	Account Balance as on March 31, 2015 <sup>3</sup>	Account Balance as on March 31, 2015 (Rs.)	
				1.							
				2.							
				Total							
(c) Details of Mutual Fund Accounts of the Sole Proprietor or an Individual:											

<sup>3</sup> Currency conversion rate as on March 31, 2015 to be used.





## 2. DRAFT PROJECT DEVELOPMENT AND MANAGEMENT AGREEMENT

SI No	Clause No	Section Name	Original Clause	Modified Clause
1.	Details of the Parties	Preamble	<p><b>BETWEEN</b>                      Jharkhand Tourism Development Corporation Limited having its office at 5, Tourist Complex, Main Road, Ranchi - 834001 (hereinafter referred to as the “<b>Authority</b>” or the “<b>JTDC</b>”) which expression shall unless repugnant to the context include the administrators, successors and assigns on the First Part.  <b>AND</b>                      _____1, a company incorporated under the Companies Act, 1956/a partnership firm registered under the Indian Partnership Act, 1932 having its office at _____/ <b>an individual residing at</b> _____ (hereinafter referred to as the “<b>Developer</b>”) which expression shall unless repugnant to the context include the successors and permitted assigns, on the Other Part.</p>	<p><b>BETWEEN</b>                      Jharkhand Tourism Development Corporation Limited having its office at 5, Tourist Complex, Main Road, Ranchi - 834001 (hereinafter referred to as the “<b>Authority</b>” or the “<b>JTDC</b>”) which expression shall unless repugnant to the context include the administrators, successors and assigns on the First Part.  <b>AND</b>                      _____1, a company incorporated under the Companies Act, 1956/a partnership firm registered under the Indian Partnership Act, 1932/ <b>or a sole proprietorship firm registered under the Proprietorship Act, 1908</b> having its office at _____ (hereinafter referred to as the “<b>Developer</b>”) which expression shall unless repugnant to the context include the successors and permitted assigns, on the Other Part.</p>
2.	Recital F (i)	Preamble	<p><b>an irrevocable Bank Guarantee for Rs._____ <sup>4</sup> (Rupees _____ Only) as</b></p>	<p><b>an irrevocable Demand Draft of Rs._____ <sup>5</sup> (Rupees _____ Only)</b></p>

<sup>4</sup> Should be equal to the Annual Fee offered by the Successful Bidder to the Authority with respect to the Tourism Property for which this Agreement is required to be executed

<sup>5</sup> Should be equal to the Annual Fee offered by the Successful Bidder to the Authority with respect to the Tourism Property for which this Agreement is required to be executed

SI No	Clause No	Section Name	Original Clause	Modified Clause
			<b>specified in Clause 5.1 of this Agreement towards Performance Security Deposit as Schedule-2.</b>	<b>as specified in Clause 5.1 of this Agreement towards Performance Security Deposit.</b>
3.	Recital F (ii)	Preamble	an amount of Rs. _____/- (Rupees _____ Only) <sup>6</sup> plus service tax if applicable being non-refundable Upfront Premium by means of a demand draft _____, bearing No _____ date _____ on _____ [name of bank].	Deleted
4.	1.1	Definitions	<b>"Performance Security"</b> shall mean the <b>Bank Guarantee</b> submitted to the Authority by the Developer for due performance of its obligations under this Agreement, in accordance with Article 5.1.	<b>"Performance Security"</b> shall mean the <b>Demand Draft</b> submitted to the Authority by the Developer for due performance of its obligations under this Agreement, in accordance with Article 5.1.
5.	3.1.3	Grant of Rights	Not Provided	<b>The Developer may also undertake development, operation and management of medical tourism related activities viz., ayurveda, yoga, meditation and naturopathy on the Project Site.</b>
6.	3.1.3	Grant of Rights	Not Provided	<b>[The Authority shall provide a constructed building along with the 20 ft wide land in front and 15ft wide approach road connecting the main road. However, the existing Kiosks in the same campus shall not be made available to the Developer for the purpose of renovation, operation and maintenance thereof. The exact boundary of the land that would be made available to the Developer for the Project would be finalised by the Authority during the joint inspection.]<sup>7</sup></b>
7.	3.2.2	Agreement	The Authority may, six months prior to the Expiry of	<b>The Parties may mutually agree to extend the</b>

<sup>6</sup> Should be equal to the Annual Fee offered by the Successful Bidder to the Authority with respect to the Tourism Property for which this Agreement is required to be executed

<sup>7</sup> Retain this clause only if the Agreement is required to be executed for the Tourism Property viz., Wayside Amenities, Trikut, Deoghar

SI No	Clause No	Section Name	Original Clause	Modified Clause
		Period	this Agreement, initiate a competitive bidding process for selection of developer for award of the Project. In such an eventuality, the Developer may participate in the bidding process. If in such bidding process, the Developer fails to give the best offer, it shall be given the first right of refusal to match the offer given by the best bidder. If the Developer matches the best offer, the parties shall enter into a supplementary Agreement to give effect to the changed scope of the project, the Agreement Period, the payment terms and all other necessary and consequential changes. In such event, the Developer shall pay the bidder who had made the best offer, a sum as determined by the Authority towards the bidding costs incurred by such bidder. In case the Developer (i) chooses not to submit its proposal or (ii) is not the best bidder and also fails or declines to match the best offer, the Authority may, at its discretion, terminate this Agreement in terms of this Agreement.	<b>term of this Agreement for a further period of 10(ten) years on mutually agreed terms and conditions subject to the following conditions:</b>  <b>On the 8<sup>th</sup> (eighth) year from the Appointed Date, if the Parties agree in principle that the Agreement Period is to be extended for further period, the Parties shall commencing from the expiry of 8<sup>th</sup> (eighth) year from the Appointed Date, initiate dialogue to extend the term of this Agreement on mutually acceptable terms and conditions. If the Parties are unable to agree upon the mutually acceptable terms and conditions for extension of the Agreement by the expiry of the 9th (ninth) year from the Appointed Date, then the Agreement shall expire on the 10th (tenth) year from the Appointed Date and DoT shall acquire all of rights and interests in and to the Project.</b>
8.	5.1.1	Performance Security	The Developer shall, for due and punctual performance of its obligations relating to the Project, simultaneously to the execution of this Agreement has submitted to the Authority, an irrevocable and revolving <b>bank guarantee</b> from a nationalised bank acceptable to the Authority, for a sum of Rs._____/ - (Rupees _____ only) <sup>8</sup> <b>in the form set forth in Schedule 2</b> (the “ <b>Performance Security</b> ”). The Performance Security shall be kept valid throughout the Agreement Period.	The Developer shall, for due and punctual performance of its obligations relating to the Project, simultaneously to the execution of this Agreement has submitted to the Authority, an irrevocable and revolving <b>Demand Draft</b> from a nationalised bank acceptable to the Authority, for a sum of Rs._____/ - (Rupees _____ only) <sup>9</sup> (the “ <b>Performance Security</b> ”). The Performance Security shall be kept valid throughout the Agreement Period.

<sup>8</sup> Should be equal to the Annual Fee offered by the Successful Bidder to the Authority

<sup>9</sup> Should be equal to the Annual Fee offered by the Successful Bidder to the Authority

SI No	Clause No	Section Name	Original Clause	Modified Clause
9.	7.1.1	Developer's Obligations- Fee Payment	In consideration of the Rights hereby granted, the Developer shall pay to the Authority an annual fee of Rs._____/-(Rupees_____Only) (" <b>Fee</b> ") <b>in advance commencing from the 2nd (second) year of Appointed Date.</b> The Fee is exclusive of Service Tax and all other applicable taxes and shall be payable by the Developer at actual over and above the Fee. The Fee is payable to the Authority on or before 30 (thirty) days prior to the start of every year in advance as set out in Schedule 1 throughout the Agreement Period. During the Agreement Period the Fee shall be increase by 10% (ten percent) once in every two years over the previous year's Fee on compound basis.	In consideration of the Rights hereby granted, the Developer shall pay to the Authority an annual fee of Rs._____/-(Rupees_____Only) (" <b>Fee</b> ") <b>from the 1<sup>st</sup> (first) year of Appointed Date.</b> The Fee is exclusive of Service Tax and all other applicable taxes and shall be payable by the Developer at actual over and above the Fee. The Fee is payable to the Authority on or before 30 (thirty) days prior to the start of every year in advance as set out in Schedule 1 throughout the Agreement Period. During the Agreement Period the Fee shall be increase by 10% (ten percent) once in every two years over the previous year's Fee on compound basis.
10.	9.5	Termination on Mutual Consent	Not Provided	The Parties may mutually agree to terminate this Agreement at any point of time and in such an event, the estimated Termination Payments may also be mutually agreed by the Parties.
11.	Schedule 1	Payment Schedule	The Developer shall pay to the Authority an annual fee of Rs._____/-(Rupees_____Only) (" <b>Fee</b> ") in advance from the 2nd year of Appointed Date. The Fee is payable to the Authority on or before 30 (thirty) days in advance before start of every year throughout the Agreement Period as specified in the table below. The Fee shall increase by 10% (ten percent) once in two years over the previous year's Fee on compound basis.	The Developer shall pay to the Authority an annual fee of Rs._____/-(Rupees_____Only) (" <b>Fee</b> ") from the 1 <sup>st</sup> year of Appointed Date. The Fee is payable to the Authority on or before 30 (thirty) days in advance before start of every year throughout the Agreement Period as specified in the table below. The Fee shall increase by 10% (ten percent) once in two years over the previous year's Fee on compound basis.
12.	Schedule 2	Performance Security	Format for submission of performance Security in the form of Bank Guarantee was provided	Deleted

### 3. Project Information Memorandum

SI No	Clause No	Section Name	Original Clause	Modified Clause
1.	1(C)(1)	The Project	<p><b>Tourist Information Centre, Deoghar</b></p> <p>JTDC has identified Tourist Complex abutting to NH – 133A is situated at Deoghar <b>town under the jurisdiction of Deoghar district with an area of of 10.43 acres under the jurisdiction of Koderma district as shown in Figure 2 below</b> and intends to entrust the entire management and maintenance to private entities to bring in better managerial efficiencies on Renovate, Operate, Maintain and Transfer (ROMT) Basis properties (“<b>the Project</b>”).</p>	<p><b>Tourist Information Centre, Deoghar</b></p> <p>JTDC has identified Tourist Complex abutting to NH – 133A is situated at <b>Deoghar town under the jurisdiction of Deoghar district with an area of 0.18 acres</b> as shown in Figure 2 below and intends to entrust the entire management and maintenance to private entities to bring in better managerial efficiencies on Renovate, Operate, Maintain and Transfer (ROMT) Basis properties (“<b>the Project</b>”).</p>
2.	NA	Complete document	Not provided	<b>The area of land mentioned in the RFP are approximate. The exact boundary and area of the land that would be made available to the Developer for the Project would be finalised by the Authority during the joint inspection.]<sup>10</sup></b>

**All other terms and conditions shall remain unchanged**

<sup>10</sup> Retain this clause only if the Agreement is required to be executed for the Tourism Property viz., Wayside Amenities, Trikut, Deoghar