



**MADHYA PRADESH TOURISM BOARD**

6<sup>th</sup> Floor, Lily Trade Wing, Jahangirabad, Bhopal, Madhya Pradesh – 462008

Website: [www.tourism.mp.gov.in](http://www.tourism.mp.gov.in),

Email: [dirtpu.mptb@mp.gov.in](mailto:dirtpu.mptb@mp.gov.in)

Tel: +91 -755- 2780600/52

**Request for Proposal (RFP) for Providing Land for Development and Operation of Wayside Amenities (Green Field) at various locations across Madhya Pradesh on lease to Private Investors.**

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**Cost of Tender Form: Rs 5,000/- Plus Taxes as Applicable (Non – Refundable) for each Land.**

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## **Disclaimer**

This bid document has been issued by the Managing Director, Madhya Pradesh Tourism Board, Bhopal. The restrictions and conditions relating to the project are for selecting an appropriate party. The aim of this document is to provide information of bid process and assess appropriateness of the proposal received for the allotment of land /property on lease for the defined purpose.

This Bid document is not an agreement and is not an offer or invitation by MPTB to any party. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their Bid. This Bid document does not purport to contain all the information each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for MPTB, their employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document and obtain independent advice from appropriate sources. MPTB, their employees shall incur no liability under any law, statute, rules or regulations for any inaccuracy in the Bid document. The applicant should immediately inform the Managing Director, MPTB in case of any anomaly in this document. If this office does not receive any written information, it will be considered that the applicant is satisfied and the bid document is complete in all respect.

In case of any clarification, query and concern regarding the terms & condition, the decision of the Managing Director will be final and binding upon one and all. All issues between the MPTB and Bidder will be under the jurisdiction of session court of District Bhopal. The information furnished in this document or any other information made available to the applicant will be subject to change. The Managing Director, MPTB may at any stage update/ amend/ add any information in this document without assigning any reason. The MPTB reserves the right to accept or reject any or all applications without assigning reason. No claim regarding expenses on preparation or submitting the bid document will be accepted.

## **1. Background and Other Information**

The Madhya Pradesh Tourism Board. (MPTB), (“the Authority”) is engaged in focused development of tourism across the state and as a part of this endeavour, the Authority has decided to select Operator to Construct and run the Wayside Amenities at various locations as listed at Annexure 1 in the state on Lease for 30 Years.

### **Details and important dates:**

<b>NIT number</b>	5995/210/MPTB/IP/WSA-G/2023
<b>NIT Release Date:</b>	14.09.2023
<b>Purchase of tender start date</b>	15.09.2023 Time 09:00 AM
<b>Pre bid meeting date</b>	25.09.2023 Time 12:00 Noon
<b>Last date of submission of bid</b>	25.10.2023 Time 05:00 PM
<b>Date and time of opening of Technical bid</b>	27.10.2023 Time 12:00 Noon
<b>Opening of Financial Bid</b>	Shall be Communicated later on at <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
<b>Place of Pre-bid meeting and opening of bids</b>	Madhya Pradesh Tourism Board 06 <sup>th</sup> Floor, Lily Trade Wing, Jahangirabad, Bhopal, Madhya Pradesh
<b>Tender Fee</b>	Rs. 5,000 /- (Five Thousand Only) + GST
<b>Bid Security</b>	Rs. 2, 00,000/- (Two Lakh Only)
<b>Minimum Upset Price (Premium)</b>	Rs. 5,00,000/- (Five Lakh Only)
<b>Annual Lease Rental</b>	01% of the quoted premium amount.
<b>Address for communication</b>	<b><u>Managing Director</u></b> Madhya Pradesh Tourism Board 6 <sup>th</sup> Floor, Lily Trade Wing, Jahangirabad, Bhopal, Madhya Pradesh – 452008 Email: <a href="mailto:dirtpu.mptb@mp.gov.in">dirtpu.mptb@mp.gov.in</a> , Tel: +91 -755- 2780600, 2780652, 2780651,
<b>a. Regarding tender enquiry.</b>	
<b>b. filling of bids</b>	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
<b>c. For any assistance regarding filing of bids – Contact -</b>	Toll free number :- 18002588684 <b>Mr. Abhishek Sharma</b> <b>Mob:- 09074774846, 8770888479</b>

- Authorities response / any corrigendum/ any addendum shall be communicated at portal [www.mptenders.gov.in](http://www.mptenders.gov.in) .
- Opening of technical bid means the authority will ascertain that the bid is responsive in accordance with the clause 3.3.1 of this RFP. Detailed evaluation shall be carried out in due course of time.

RFP documents can be downloaded from the websites [www.mptenders.gov.in](http://www.mptenders.gov.in) before the Bid Due Date. The bidders are requested to submit the Tender Fee and Bid Security online through e-payment only. Other payment method like DD/FDR etc shall not be entertained.

## **2. Instructions to Bidders**

2.1 Tenders are invited online through [www.mptenders.gov.in](http://www.mptenders.gov.in) from any Individual / Hospitality operators / Limited Company / Firms whose annual turnover is Rs 50.00 Lakh or having Net worth of Rs. 25.00 Lakh.

2.2 Tender can be downloaded from the website [www.mptenders.gov.in](http://www.mptenders.gov.in) before the tender Due Date. The bidders are requested to submit the Tender Fee and Bid Security online through e-payment only, Other payment method like DD/FDR etc shall not be entertained. All bidders are required to follow the bidding process as per instructions given on the website [www.mptenders.gov.in](http://www.mptenders.gov.in)

<b>Title</b>	<b>Description</b>
e-Procurement Help Desk	For any technical related queries please call at 24X7 Help Desk Number Toll free Numbers : <b>01204001002,</b> <b>01204001005,</b> <b>01206277787</b> E-mail : <a href="mailto:eproc@nic.in">eproc@nic.in</a>
Regarding filling of bids	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> <u>Mr. Akash Shrivastava – Mob :- 9074203622</u> <u>Mr. Abhishek Sharma Mob:- 09074774846</u>

2.2.1 The Authority has adopted single stage two-step process (referred to as the "Bidding Process") for selection of the bidder for award of the project. All applicants shall submit their Technical and financial bid against this RFP in a single bid. The first step of the process involves qualification of interested parties on the basis of technical bid submitted by the bidders in accordance with the provisions of RFP. At the end of the first step, the authority shall shortlist technically qualified bidders. In the second step of the process, financial bid of only those shortlisted qualified bidders shall be opened and evaluated for identification of the selected bidder.

2.2.2 The bid shall be valid for a period of 180 days from the date of submission of bids ("the bid due date").

2.2.3 The Bidding documents include this RFP, Draft Lease Agreement, Draft Operation Manual and Way Side Amenity Policy. The aforesaid documents and any addenda issued subsequent to this RFP document, or modified RFP documents before the bid due date; will deemed to form part of the bidding documents.

2.3 A Bidder can bid for one or more than one Wayside Amenities Land. The Bidders have to submit separate Bids for each Wayside Amenities along with all other information as mentioned in this document.

2.4 The Bidders are advised that before submission of the bid should visit the Project site and ascertain themselves with the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

2.5 Bids should be submitted on or before the Bid Due Date and should be in the prescribed forms/formats as mentioned in this document. The Bid should be submitted online as per instruction given in clause 2.2.

**2.6 Bid Security:** Bidder is required to deposit a Bid Security of Rs. 02.00 lakh (Rs. Two Lakh Only) refundable without any interest, promptly but not later than one month after the expiry of the Bid validity period or within 30 days from the date of issue of letter of award (LoA) to the selected bidder, whichever is earlier.

**2.7 Performance Security:** The Successful Bidder, for due and faithful performance of its obligations under the lease agreement and as a pre-condition for signing of the lease agreement, shall be required to submit 'Performance Security' of INR 05.00 Lakh (Rupees Five Lakh.) before signing the lease agreement. This Performance Security should be provided as per the following details:

- i) For INR 05.00 Lakh (Rupees Five Lakh.) valid upto the 3 (Three) years from the date of commencement of the project.
- ii) The aforesaid performance Security shall be furnished by way of unconditional and irrecoverable Bank Guarantee as per the format provided at Schedule 5 in **favour of 'Madhya Pradesh Tourism Board'**.

**Or**

The aforesaid performance Security shall be furnished by way of unconditional and irrecoverable Fixed Deposit Receipt (FDR) as per the bank prescribed format in **favour of Madhya Pradesh Tourism Board.**

**2.8 Upset Price:** The minimum upset price (the "Upset Price") is Rs 5.00 (Five) Lakh. The bidder is required to quote upfront premium in the financial bid (in Rupees) more than the upset price.

**2.8.1** Selection of bidder shall be based on highest upfront premium quoted in the financial bid (the "Upfront Premium") for each land parcel. The Bidder shall quote upfront premium more than the Upset price as indicated in Clause 2.8. The lease period for the project is 30 (Thirty) years commencing from the appointed date i.e. from the date of signing of lease agreement. The highest upfront premium shall constitute the sole criteria for the evaluation of bids. The project will be awarded to the bidder quoting the highest upfront premium more than upset price. The term "Highest Bidder" (the "Highest Bidder") shall mean the bidder who is offering highest upfront premium. The bidders shall make payment of upfront premium Plus GST and execute the lease agreement within one month from the date of issue of LoA.

**2.8.2 Annual Lease Rent:** In addition to upfront premium the lessee shall pay to the Authority annual lease rent amount equal to 01% of the upfront premium amount plus taxes as applicable, every year during the lease period.

The first payment of such annual lease rentals will fall due on the date of signing of lease deed. Thereafter, the payment of annual lease rentals shall be due and payable by the lessee to the Authority every year on 1<sup>st</sup> April. Failure to pay the annual lease rental upto 30 April will attract simple interest at the rate of 10% (ten percent) per annum for the delayed period as per the condition of the lease agreement.

**2.9 Submission of bids:**

**2.9.1** The Bidder shall submit the Price Bid in the format specified at Schedule 2 online through [www.mptenders.gov.in](http://www.mptenders.gov.in)

**2.9.2** The documents of Technical Bid shall also be submitted in the format specified at schedule 1 online through [www.mptenders.gov.in](http://www.mptenders.gov.in).

**2.10** Bids not submitted in the prescribed forms/formats will be summarily rejected.

**2.11** Bids shall be accepted online only up to the Bid Due Date.

**2.12** In the event a qualified Bidder willing to withdraw the Bid, the Bid Security of such Bidder shall be forfeited.

**2.13** Bidders are advised to fill all information clearly and legibly in prescribed format.

**2.14** The Bid Security of all unsuccessful Bidders will be returned without any interest, promptly, but not later than one month after the expiry of the Bid validity period or within 13 days, from the date of issue of Letter of Award (LoA) to the selected Bidder, whichever is earlier.

**2.15** The bid security of the selected bidder shall be refunded only after signing of the lease agreement.

**2.16** As per evaluation process mentioned in section 5 of this tender, successful Bidder would be issued a Letter of Award (LoA).

**2.17** The Selected Bidder shall return a duplicate copy of Letter of Award as issued by the Authority, duly signed by Authorized Signatory within 7 (seven) days from the date of issue of Letter of Award as an acceptance of LoA.

**2.18** Within 30 days from the date of issue of Letter of Award, the Preferred Bidder shall sign the Lease Agreement with Authority failing which the Letter of Award shall stand withdrawn without any liability on Authority and Bid Security of such Bidder shall stand forfeited.

**2.19** The Selected Bidder shall be liable to fulfil the following obligations as a precondition of signing of Lease Agreement:

- (i) Upfront Premium Amount and 1 year lease rent amount shall have to be paid in advance
- (ii) Submission of requisite Bank Guarantee /FDR as Performance Security.

**2.20** Bidders should note that:

- (i) If the bid is withdrawn after the acceptance of technical bid,
- (ii) In case Selected Bidder fails to execute the Lease Agreement within 30 days from the date of issue of LOA.
- (iii) If they conceal any material information or make incorrect and misleading statements or
- (iv) Try to influence MPTB or any of its officials in relation to the evaluation of Bids;

MPTB shall have the right to forfeit their Bid Security and blacklist them from participating in any future tenders issued by MPTB.

**2.21** Bids shall remain valid for a period of 180 days from the date of Submission of the bids (i.e. the bid due date).

2.22 Affidavit cum Declaration stating fulfilment of the technical and financial capabilities and showcasing commitment towards sharing correct information, submitted as part of tender (same should be on a non-judicial stamp paper of Rs. 500 duly signed by the authorized signatory) in original to the Managing Director Madhya Pradesh Tourism Board on or before the bid due date and an acknowledgement may be obtained. However the scanned copy of the affidavit shall be uploaded online while submitting the tender.

**2.22** MPTB reserves the right to accept or reject any Bid at its sole discretion and without assigning any reason.

**2.23 Amendment Modification of RFP**

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

2.23.2 Any Addendum / Modification thus issued will be uploaded in the website [www.mptenders.gov.in](http://www.mptenders.gov.in)

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

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

2.25 If Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. The authority reserves the right to reject the bid and appropriate the bid security.



### **3. General Terms & Conditions**

3.1. The Wayside Amenities Land (Green Field) will be handed over to the Lessee on 'AS IS WHERE IS BASIS'. The lessee shall establish and operate the Wayside Amenity as per the Wayside Amenity Policy 2016. Any amendments made in the policy in future, the lessee has to comply with the amendments.

3.2. Those successful bidders, who have participated in earlier bids under WSA Policy (2016) amended 2019 and have not yet deposited premium amount and or have not signed the agreement as yet, shall not be eligible to participate in current bids. In case if any such bidder submits its bid, the bid shall be summarily rejected and the EMD shall be forfeited.

3.3. After issuing the L.O.A. if the successful bidder fails to deposit the premium amount within the stipulated time limit i.e. 30 days, in such cases the Managing Director, M.P. Tourism Board may extend the time limit for further maximum up to 30 days on the reasonable and justified grounds, with 10% per annum simple interest.

3.4. The lessor shall ensure that the Lessee has established the infrastructure and operate the property following the norms of the operation manual as annexed at Annexure 4. The Lessee shall be allowed to run the property in their name or their franchise name with the brand name of "Midway Treat" with due permission of the Authority. The Lessee shall be responsible to put signage mentioning name as per the following template: "Midway Treat" A MPTB Initiative'

3.5. The signage shall be back lit and shall be placed at the site and at any other place(s) at relevant distance from the site. All signage designs shall have to be got approved by the Authority.

3.6. The Preferred Bidder should take over the possession of land of Wayside Amenity within 7 days' from the date of execution of the lease agreement and the lessee shall mandatorily construct & start commercial operation of the WSA within 01 year from the date of possession of land. In case of non-completion of the aforesaid specified work mentioned in clause 3.1 within the stipulated time frame specified here in above, the duration may be extended by the Lessor upto 6(six) months on justified grounds. Only two such extensions will be permissible. If the Project is not completed even after the given extended duration. Then lessor shall be liable to terminate the lease Agreement and all Amount deposited along with performance security shall stand forfeited.

3.7. The Lease Agreement is for a period of 30 (Thirty) years. The term of the lease may be extended as per the prevailing policy of the Tourism Department, Government of Madhya Pradesh, at the time of expiry of this agreement.

3.8. Preferred Bidder shall furnish irrevocable and unconditional Bank Guarantee/FDR of INR 05.00 Lakh at the time of Lease Agreement. This Bank Guarantee/FDR shall be valid initially for 1 (one) year and thereafter kept valid & effective upto 3 (Three) years from the date of commencement of the project by renewing its validity three (3) months prior to its expiry. Bank Guarantee /FDR shall be refurbished every year. The Bank Guarantee/FDR should be issued from Nationalized Bank or Scheduled Bank.

3.9. All rates, taxes as applicable on the lease rent, Property tax, Urban land tax, assessments, charges, claims, consent fee levied by the Pollution Control Board, demands and out goings shall be borne by the Lessee. The Lessee should obtain Licence under Food Safety & standards Act (FSSA) 2006, from the Local Health Authority. The Lessee will be responsible for all requisite approvals, Lease, and permissions etc. to operate the property.

3.10. MPTB will grant in a timely manner all such administrative assistance, approvals, permissions and authorisations which the Lessee may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.

3.11. After the expiry of Lease Period, the Lessee shall handover the peaceful possession of all movable or immovable infrastructure developed by him.

3.12. Any and all electrical fittings, bathroom fittings, flooring etc. shall not be removed and shall be replaced if damaged at the time of handing over. MPTB shall not be liable to pay for any claims against the same to the Lessee.

3.13. The building, furniture and Wayside Amenity shall be insured by lessee on behalf of MPTB against natural and non- natural hazards/perils and the premium for such insurance will be paid by the lessee during the lease period.

3.14. The Lessee will confine his activities only within the specified area handed over to him.

3.15. If the lessee breach any term and condition of this agreement or fails to comply with any provision of law mentioned in any Act /Rule Regulation of the State Government/ Central Government / Local bodies or any competent Authority, the MPTB reserves the right to take appropriate action which may include imposition of penalty or termination of contract or both.

3.16. In case of any dispute, difference or controversy of whatever nature howsoever arising under, out of or in the relation to this agreement including non-completion of the project, between the parties and so notified in writing by either party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set for in the lease agreement.

3.17. The operations of Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety Act Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/regulations/norms as applicable from time to time. The Lessee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and Lessee is alone liable to all third party claims.

3.18. The Lessee shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.

3.19. The Lessee shall arrange for cooking gas at his own cost at all times.

3.20. The Lessee shall make payment of electricity and water on actual consumption at restaurant, kitchen, store and toilets. MPTB shall ensure that Light and Water connections are active and in working conditions and all outstanding dues, till the handing over of the facility, are paid. After handing over of the property, it shall be Lessee's responsibility to pay all bills towards this usage.

3.21. The Lessee shall deploy adequate number of qualified and experienced persons like Supervisors, Cooks, Waiters, Attendants, etc. to ensure efficient and high standards of services. All staff members should be provided with uniforms.

3.22. The Lessee must employ adult and skilled labour only. Employment of child labour would amount to breach of the terms of agreement. The Lessee shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Lessee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws for Hotels / Restaurants.

3.23. The representative appointed by MPTB shall have the authority to verify and certify the quality of food and other services specified in the Agreement, being provided by the Lessee. If the Lessee fails to provide the satisfactory services, the agreement shall be liable to be terminated.

3.24. Lessee is allowed to charge market driven rates/tariffs and other revenues from the facilities.

3.25. The Lessee should operate the Cafeteria Property and the restaurant in Wayside Amenity on continuous basis throughout the Lease Period (16 Hours a day at least, 365 days a year). If the Lessee fails to run it accordingly, MPTB shall issue a notice to the Lessee and cancel the agreement and forfeit the security deposit submitted.

3.26. The Lessee shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized sweeping, cleaning of signage all dustbins shall be properly cleaned from inside and outside and should be emptied at the end of the shifts on regular basis.

3.27. The Lessee shall ensure collection, screening and segregation of dry and wet garbage area. The Lessee shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Lessee. Lessee shall in no way harm the environment of the place.

3.28. The Lessee shall render services in all the shifts, throughout the year, including Sundays and holidays as per the requirements.

3.29. Toilets, public areas, staff toilets, terrace, back yard and premises, etc. used by the guests/ employees shall be kept clean and hygienic round the clock.

3.30. MPTB may form a monitoring committee comprising of representative/s of MPTB or institution nominated by the MPTB or appoint a Third Party. The committee or the third party reserves the right to verify and perform quality checking to ensure that the end deliverables provided by the Lessee are as per the prescribed norms and terms and conditions of the tender.

3.31. Operation of the WSA by the lessee should not in any way violate any terms of the WSA policy (2016) amended 2019.

3.32. The operation of WSA will be as per operations manual & breach of any of the conditions of the operations manual shall be treated as an event of default and MPTB may take appropriate action.

### **2.33 Modifications / Substitution / Withdrawal of Bids**

- 2.33.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.33.2 The modification, substitution or withdrawal notice shall be prepared and uploaded online.
- 2.33.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **2.34 Site Visit and Verification of Information**

- 2.34.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, traffic, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.34.2 It shall be deemed that by submitting a Bid, the Bidder has :
- a) Made a complete and careful examination of the Bidding Documents;
  - b) Gathered all relevant information regarding project site and is ready to take the property on as is where is basis.
  - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.34.1 above;
  - d) satisfied itself about all matters, things and information including matters referred to in Clause 2.34.1 hereinabove necessary and required for submitting an informed Bid execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.34.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations loss of profits etc. from the Authority, or a ground for termination of the Lease Agreement; and
  - f) Agreed to be bound by the undertakings provided by it under and in terms thereof.
- 2.34.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **4. Evaluation Parameters for Short listing of Bidders**

The Bidder's competency and capability is proposed to be evaluated on the basis of below mentioned Eligibility Criteria:

### **4.1 Eligibility Criteria:**

1. **Technical Eligibility:** - A Bidder can be an individual/Hospitality Operators/ Company/ Partnership firm/ other legal entity incorporated/established as per the applicable laws of the country.

2. **Financial Eligibility:** - The minimum net worth of the bidder shall be INR 25 lakh as on bidding date (between bid released date and bid due date) OR For the last three consecutive financial years his turnover shall be INR 50 lakh per year including the financial year 2022-23. This minimum financial requirement is applicable to bid for one land parcel only. If the bidder applies for more than one land parcels the above financial requirement i.e. networth & turnover shall be multiplied accordingly. OR an applicant who has been sanctioned a loan of Rs 50 (Fifty) Lakh by any bank under "**Mukhya Mantri Yuva Udyami Yojana**" for the way side amenities being bided for.

For example: - if a bidder applies for two WSAs his eligible financial capability will be considered as following :

i) Net Worth –  $25 \times 2 = 50.00$  lakh

OR

ii) Last 3 years turnover each year –  $50 \times 2 = 100$  lakh for each year

If a bidder applies for three WSAs his eligible financial capacity will be considered as following :

i) Net Worth –  $25 \times 3 = 75.00$  lakh

OR

ii) Last 3 years turnover each year –  $50 \times 3 = 150$  lakh for each year

Similarly for higher numbers of WSAs.

In such case, if a bidder fails to fulfil the above criteria, before opening of the Financial Bid, he will be given a chance to opt the place for which he wishes to be in the race according to his eligibility and his remaining bid/bids shall be treated as non-responsive and shall be summarily rejected.

A bidder applying in "**Mukhya Mantri Yuva Udyami Yojana**" shall be eligible to bid for only one WSA.

In support of the eligibility under the clause, a bidder may submit financial statements duly certified by chartered accountant or a sanction letter from the bank under "**Mukhya Mantri Yuva Udyami Yojana**".

If the bidder is a company or firm, the net worth / turnover of the company / firm shall be considered for financial capability. Net worth / turnover of the Directors / partners in their individual capacity shall not be taken into account.

**Net Worth:** For the purpose of the RFP, (the "Net Worth") shall mean; Net worth is the difference between the assets and liabilities of a person or business.

- Net worth for a business. This is the total amount of all assets minus all liabilities, as stated in the balance sheet. The information in the balance sheet may be stated at the original price of the asset or liability, which may differ from the amount at which it could potentially be disposed of.
- Net worth for an individual. This is total assets minus total liabilities. The information may be compiled from a number of sources.

**4.2 Price Bid:**

1. Bidders shall have to quote over and above the upset price the one time bid price (Premium Amount) offered to MPTB. Qualified bidder offering Highest Bid Price (Premium Amount) shall be Preferred Bidder and will be issued the Letter of Award.
2. The bidder shall have to pay, the annual lease rent equivalent to 01% of the bid price (premium amount) annually.

**Notes:**

1. Price Bid of only those bidders will be opened who qualify all the above-mentioned criteria's for respective segment of Land Parcel.
2. Pre- Bid meeting shall be held and minutes of the pre bid shall be as a part of this tender document & be binding on parties.

## **5. Evaluation Process**

### **5.1 Opening and Evaluation of Bids**

- 5.1.1 The Authority shall open the Technical Bid online as per schedule of the RFP clause 1 at the office of the Managing Director, Madhya Pradesh Tourism Board, 6th Floor, Lily trade wing, Jehangirabad, Bhopal and in the presence of the Bidders who choose to attend.
- 5.1.2 The Authority shall open Financial Bids online of only those Bidders who meet the eligibility criteria specified in Clause 4.1.
- 5.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 5.
- 5.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing, or any additional documents from any Bidder regarding its Bid.

### **5.2 Evaluation of Technical Bid**

- 5.2.1 The Bidder's competence and capability shall be evaluated on the basis of by the following parameters;
  - (a) Technical Capacity; and
  - (b) Financial Capacity

### **5.3 Tests of Responsiveness**

- 5.3.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if :
  - (a) Technical Bid is received as specified in Clause 4.1;
  - (b) Financial Bid is received as per the format at schedule 2;
  - (c) It is received by the Bid Due Date including any extension thereof pursuant to section 1;
  - (d) It is submitted online as per instructions.
  - (e) It is accompanied by the Bid Security as specified in Clause 2.6;
  - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - (h) it does not contain any condition or qualification; and
  - (i) it is not non-responsive in terms hereof.

### **5.4 Financial Information for Purposes of Evaluation**

- 5.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the latest financial year, preceding the year in which the Bid is made.
- 5.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, The Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 1 year proceeding year; for which the Audited Annual Report is not being provided.
- 5.4.3 The Bidder must establish the minimum Net Worth/ Turn over specified in Clause 4.1.2, and provide details as per format at Schedule 6 of Schedule 7.

### **5.5 Short list of Bidders**

- 5.5.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 5.3.1 shall be considered for satisfaction of Technical Capacity and Financial Capacity in accordance with Clause 4.1 of this RFP. The Bidders satisfying Technical and

Financial Capacity will be shortlisted as a qualified Bidder and shall be considered for the next steps of evaluation i.e. Opening of Financial Bid.

- 5.5.2 In second step of evaluation, Financial Bids of only those Bidders who have passed the first step shall be opened in presence of the nominees of the Bidders, who choose to attend the same.

## **5.6 Selection of Bidder**

- 5.6.1 The Bidder quoting the highest Upfront Premium offered to the Authority for each land parcel shall be declared as the Selected Bidder (the “Selected Bidder”) for the respective land parcel. The Bidders shall submit offers of Upfront Premium payable to Authority more than Upset Price as indicated in the Clause 2.8.1.
- 5.6.2 In the event that two or more Bidders quote the same amount of Upfront Premium (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 5.6.3 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder.
- 5.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Lease agreement within the period prescribed in Clause 2.18 after making the payment as prescribed in clause 2.19. The Selected Bidder shall not be entitled to seek any deviation in the Lease Agreement. Selected Bidder get the lease Agreement registered with registrar office of the State Government at his own expenses.
- 5.6.5 Before signing the lease Agreement, the Selected Bidder shall submit detailed project plan, indicating total cost of the project, and phase wise schedule of implementation with cost. The performance Security shall be provided in the prescribed format as specified in clause 2.7 and schedule 5, before signing the lease deed.
- 5.6.6 After execution and registration of lease the selected bidder has to take possession of the property on as is where is basis within the stipulated time limit given by the authority. Failing which the allotment may be cancelled by the authority and all sums deposited by the bidder shall be forfeited.



## **6. Checklist for Technical Bid**

Bids must be accompanied with the following documents:

1. Covering letter stating details about the applicant and location of bids.  
(As per schedule 3).
2. CA certificate of Turnover as per schedule 6 or CA certificate of Net worth as per schedule 7 or the sanction letter from the bank under "**Mukhya Mantri Yuva Udyami Yojana**".
3. Non Refundable Tender fee of Rs. 5,000 + tax per land parcel to be paid online through e-payment.
4. Non Refundable bid security of Rs. 2.00 lakh (Rs. Two lakh only) per land parcel to be paid online through e-payment.
5. Copies of all tax registrations.
6. A certified true copy (attested by a notary) of identity proof of the Bidders. Acceptable identity proofs are Indian passports, Aadhar, Voter IDs and/or Ration Cards. Bids that does not contain the above documents, where relevant, shall be summarily rejected. In such a case, MPTB reserves the right to forfeit the Bid Security.
7. Copy of PAN Card. (In case of Individual/Firm/Company)
8. Vendor registration form as per Schedule 8.
9. Registration certificate of Firm/ company.
10. MOA/AOA of the company or partnership deed of firm.
11. In case of company/Firm Balance Sheet and Profit/Loss account of the latest financial year.
12. In case of an individual latest ITR.
13. Notarised Affidavit as per Schedule 4.

## **7. Schedule 1: Format of Letter of Award**

### **FORMAT OF LETTER OF AWARD (ON THE LETTERHEAD OF MPTB)**

To,

.....  
.....  
.....

**Sub: Letter of Award**

**Re: Bid for land parcel situated at (village/Teh/Distt) ..... Khasra No .....  
for establishment and operation of WSA.**

Dear Sir/Madam,

Kindly refer Your Bid for the tender no ..... for land parcel for Wayside Amenity Owned by Madhya Pradesh Tourism Board (MPTB) at ..... Madhya Pradesh.

We are pleased to inform you that based on the Highest Price **INR** ..... quoted by you we hereby award you the right to establish and operate the following Wayside Amenity on lease for 30 years.

.....

The term and conditions of the tender document are given below. You are advised to comply with all the instructions strictly.

- 1) **Clause no 2.17** The Selected Bidder shall return a duplicate copy of Letter of Award as issued by the Authority, duly signed by Authorized Signatory within 7 (seven) days from the date of issue of Letter of Award as an acceptance of LoA.
- 2) **Clause no 2.18** Within 30 days from the date of issue of Letter of Award, the Preferred Bidder shall sign the Lease Agreement with Authority failing which the Letter of Award shall stand withdrawn without any liability on Authority and Bid Security of such Bidder shall stand forfeited.
- 3) **Clause no 2.19** The Selected Bidder shall be liable to fulfil the following obligations as a precondition of signing of Lease Agreement:
  - (i) Upfront Premium Amount and 1 year lease rent amount shall have to be paid in advance
  - (ii) Submission of requisite Bank Guarantee /FDR as Performance Security.
- 4) **Clause no. 3.6. Starting Activity:** The Preferred Bidder should take over the possession of land of Wayside Amenity within 7 days' from the date of execution of the lease agreement

and the lessee shall mandatorily construct & start commercial operation of the WSA within 01 year from the date of possession of land. In case of non-completion of the aforesaid specified work mentioned in clause 3.1 within the stipulated time frame specified here in above, the duration may be extended by the Lessor upto 6(six) months on justified grounds. Only two such extensions will be permissible. If the Project is not completed even after the given extended duration. Then lessor shall be liable to terminate the lease Agreement and all Amount deposited along with performance security shall stand forfeited.

Yours Truly,

**Managing Director  
Madhya Pradesh Tourism Board**

## **8. Schedule 2: Format for Price Bid**

Date:.....

To,

Managing Director  
Madhya Pradesh Tourism Board  
6<sup>th</sup> Floor, Lily Trade Wing, Jahangirabad,  
Bhopal, Madhya Pradesh – 452008

**Re: Price Bid for selection of Lease Holder to establish and operate Wayside Amenity at.....**

Dear Sir,

In response to the RFP document, I hereby quote the 'Price Bid' payable by us to the Authority one time Premium Amount for..... (Mention name of location) is Rs..... (In Words: Rupees ..... ) The price offer quoted here above is valid for 180 days from the date of opening of the price bid.

I hereby certify and accept the following:

1. The Lease Agreement will be for a period of 30 years.
2. The Price offer quoted above is the one time Premium Amount payable for 30 years with 1% of this as annual lease rent.
3. I as a Bidder has inspected the existing premises and acquainted myself before Bidding for the said land.

I certify that I have gone through the Tender document and I have understood and agree to the terms and conditions as mentioned in this Document and Lease Agreement.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our Bid Security in full. I abide by the above offer/quote and terms & conditions of the tender document for the Wayside Amenity and the LOA if the Authority selects us as the Preferred Bidder.

Yours faithfully,

\_\_\_\_\_

(e-Signature of Bidder)

(Name, Title, Address, Date)

## **09. Schedule 3: Bid Submission of Covering letter**

(To be submitted on letter head of the Bidder)

To,  
Managing Director,  
Madhya Pradesh Tourism Board  
6<sup>th</sup> Floor, Lily Trade Wing, Jahangirabad,  
Bhopal, Madhya Pradesh – 452008

**Sub: Submission of Bid for land parcel situated at (Village/Teh/Distt) .....  
Khasra No ..... for establishment and operation of WSA.**

Sir,

In response to the Tender for land parcel situated at ..... for establishment and operation of Wayside Amenity issued by Madhya Pradesh Tourism Board (MPTB), after going through all the information and terms and Conditions given in the RFP document including addendums, we are submitting our Bid for being shortlisted for the Assignment.

1. The required general information and details of supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein are complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.
2. We acknowledge that MPTB will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Bid and in the Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per format provided in the RFP document, duly signed, are enclosed.
4. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MPTB / Authority in connection with the selection of Bidders, or in connection with the selection Process itself, in respect of the above mentioned Project.
5. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
6. We also understand that:-
  - (i) This Bid is only for short listing of the bidders;
  - (ii) MPTB is not bound to accept the Bid of any Bidder, either in part or in full. If MPTB rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
  - (iii) This does not entitle us to receive any documents or to be invited for Price Bid for the Project;
  - (iv) MPTB has the right to change or alter the details of the Project or scope of work;

**Request for Proposal (RFP) for Providing Land for Development and Operation of Wayside Amenities (Green Field) at various locations across Madhya Pradesh on lease to Private Investors.**

(v) MPTB reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

7. Bidder's details are as follow:

S.No.	Description	Details
1	Name	
2	Type ( Individual/ Partnership/ Pvt. Ltd / Public Ltd/ Others)	
3	Date Of Incorporation (For Companies) / Date Of Registration	
4	Company No	
5	Nature Of Company (Core Area Of Working)	
6	Registered Office	
7	Contact Address	
8	Contact Person Name and Contact no	
9	Branch Office (If Any)	
10	Pan No	
11	GST Number	
12	Key Personnel ( Name & Responsibility Only )	

8. Check list of Attached documents.

S.No.	Description	Yes/No
1	Bid Submission of Covering letter (As per Schedule 3)	
2	Copy of registration (Partnership/ Pvt. Ltd / Public Ltd/ Others. if applicable)	
3	MOA/AOA of the company or partnership deed of firm (if applicable)	
3	Proof of tender fees receipt	
5	Proof of EMD payment receipt	
6	CA certificate for Turnover / net worth	
7	In case of company/Firm Balance Sheet and Profit/Lose account of the latest financial year. In case of an individual latest ITR	
8	Vendor Details form as per format provided in schedule 8.	
9	A certified true copy (attested by a notary) of identity proof of the Bidders	
10	PAN Card	
11	Affidavit as per format provided in schedule 4	
12	GST Registration (If Applicable)	

Documentary proofs for above mentioned details are attached herewith.

Yours Faithfully

Signature of the bidder

## **10. Schedule 4: Format for Affidavit /Undertaking**

Note: - Same should be on Rs. 500 Non Judicial Stamp Paper / Franking and to be Notarised and signed by the authorized signatory.

### **Affidavit /Undertaking**

To,  
Managing Director,  
Madhya Pradesh Tourism Board  
6<sup>th</sup> Floor, Lily Trade Wing, Jahangirabad,  
Bhopal, Madhya Pradesh – 452008

I ..... Aged ..... having permanent residence at ..... solemnly affirm that I as the ..... (Post of the Signing Authority) of the ..... (Name of the Company) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any mis-representation and wrong information.

Solemnly affirmed on this ..... day of.....

Yours Faithfully

## **11. Schedule 5: Format of Bank Guarantee for Performance Security**

From: .....

[Name and Address of Bank/ Financial Institution]

To,

The Managing Director

Madhya Pradesh Tourism Board

Bhopal

WHEREAS:

- (A) \*\*\*\* (the “Lessee”) and the Madhya Pradesh Tourism Board (the “MPTB”) have entered into a Development Agreement dated \_\_\_\_\_ (the “Agreement”) whereby the MPTB has agreed to the Lessee undertaking establishment and operation of Wayside Amenities at various locations across Madhya Pradesh, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Lessee to furnish a Performance Security to the MPTB in a sum of INR 05.00 lakh (Rupees Five Lakh only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Lease Period (as defined in the Agreement).
- (C) We, \*\*\*\*\* through our Branch at \*\*\*\*\* (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Lessee’s obligations during the Lease Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the MPTB, upon its mere first written demand and without any demur, reservation, recourse, contest or protest, and without any reference to the Lessee, such sum or sums up to an aggregate sum of the Guarantee Amount as the MPTB shall claim without the MPTB being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein within 24 hours of receiving the request from MPTB.
2. Letter from the MPTB that the Lessee has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be Conclusive, final and binding on the Bank. The Bank further agrees that the MPTB shall be the sole judge as to whether the Lessee is in default in due and faithful performance of its obligations during the Lease Period under the Agreement and its decision that the Lessee is in default shall be final, and binding on the Bank, notwithstanding any differences



between the MPTB and the Lessee or any dispute between them pending before any court, tribunal, arbitrators or any other MPTB or body or by the discharge of the Lessee for any reason whatsoever.

3. In order to give effect to this Guarantee, the MPTB shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Lessee and/or the Bank whether by their absorption with any other body or corporation or otherwise shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. The MPTB shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Lessee contained in the Agreement or to postpone for any time and from time to time any of the rights and powers exercisable by the MPTB against the Lessee and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/or the securities available to the MPTB, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the MPTB of the liberty with reference to the matters aforesaid or by reason of time omission on the part of the MPTB or of any other forbearance, indulgence, act or which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the MPTB in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligation of the Lessee under the Agreement.
6. The Bank undertakes not to revoke this Guarantee during its currency except with the previous express consent of the MPTB in writing and declares that it has the power to issue this guarantee and the undersigned has full powers to do so on behalf of the Bank.

Signed and sealed this \*\* day of \*\*\* 200\* at \*\*\*.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Address)

**Note: The Lessee shall keep the bank guarantee valid upto 3 (Three) Years from the date of commencement of the project.**

## **12. Schedule 6: Format of CA Certificate for Annual Turnover**

### **On the Letter Head of the Chartered Accountant**

### **Certificate**

### **To Whom So Ever It may concern**

We statutory auditor of M/s /Mr./ Mrs ..... hereby certify that the annual turnover of M/s / Mr. / Mrs ..... (Address) Individual/ firm/company M/S ..... for the past three years are given below:-

S.No.	Year	Turnover in lakh (In INR)
1	2020 – 21	
2	2021- 22	
3	2022- 23	

The above turn over certificate is issued on the basis of books of accounts and documents produce before us.

Name, seal and signature of the  
Chartered Accountant

Place:

Date:

UDIN .....

### **13. Schedule 7: Format of CA Certificate for Annual Net worth**

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

NET WORTH CERTIFICATE (AS ON DATED DD/MM/YYYY)

We statutory auditor of M/s/Mr./Mrs \_\_\_\_\_ hereby certify that the Net Worth of M/s/Mr./Mrs./Firm/Company \_\_\_\_\_ (Address) \_\_\_\_\_ as on dated dd/mm/yyyy is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The methodology adopted for calculating net worth is as follow:

S.No	Particulars	Methodology	Amount in Lakh (In INR)
1	Fixed Asset	At purchasing price, Registry value	
2	Investment & other assets	As per Audited balance sheet	
3	Cash bank balances	As per Audited balance sheet	
A	Total Assets		
4	Current liabilities Salary, Expenses payable, Loans and Advances	As per Audited balance sheet	
B	Total liabilities		
C	New Worth	Total Assets(A) Less Total liabilities (B) (A-B)	
Total Net worth			

Total Net worth (in words) Rupees \_\_\_\_\_ Only

Above Net worth Certificate is issued on the basis of books of account and documents produced before us.

Name, Seal and signature of the Chartered Accountant

Place:

Date:

UDIN .....

**Note:- If bidder is a firm/company the net worth of same shall be given.**

## **14. Schedule 8: Format of Vendor Detail**

### **Madhya Pradesh Tourism Board**

**6<sup>th</sup> Floor Lily Trade Wing, Jehangirabad, Bhopal - 462008**

1	Vender Name (In Capital Letters)	
2	Vender Type (Govt./Private/Individual)	
3	Contact Person Name	
4	Address	
5	State	
6	Mobile Number	
7	Email Id	
	Bank Detail	(Cancelled Cheque to be attached)
8	Account Holder Name	
9	Bank & Branch Name	
10	Account Number	
11	IFSC Code	
12	PAN *(If “No “declaration to be signed below)	
13	GST No. (Certificate to be attached) *(If “No “declaration to be signed below)	

Date :-

Signature with company seal

Name :

#### **\* DECLARATION**

- I hereby declare that our firm has not been registered under GST Act.
- I hereby declare that our firm has not been allotted PAN from Income Tax Deptt.

Signature with company seal

Name :

**15. Annexure 1: Details of land for Wayside Amenity (Green Field)**

<b>S. No</b>	<b>WSA Location</b>	<b>District</b>	<b>Khasra No.</b>	<b>Land Area in Hect.</b>	<b>Google Coordinate</b>
1	Village Bamhori khurd	Narmdapuram	143	0.380	22.69624, 78.15765
2	Village Ramkhiriya	Jabalpur	318/1	0.800	23.116466, 79.604816

## **16. Annexure 2: Draft Lease Agreement**

### **LEASE AGREEMENT FOR GREENFIELD**

#### **Land for Development and operation of Wayside Amenities Given on Lease to Private Investor**

This agreement is made on ..... day of ..... year ..... between the Managing Director, Madhya Pradesh Tourism Board (hereinafter called as the 'Lessor' which expression shall, where the context so permits, include its successor in office.) of the First Part

AND

M/S.....(Address) through its Managing Director/Partner/ Secretary Shri/Smt..... S/o/D/o/W/o..... and having its registered office at ..... (herein after called as the 'Lessee' which expression shall, where the context so permits, include its successors and permitted assigns) of the Second Part.

The Lessor and Lessee shall individually be referred to as 'Party' and collectively be referred to as 'Parties'.

AND WHEREAS it has been observed that large number of people use the national/ state highways/ rural roads constructed within the State and thus there is requirement of providing facilities such as restaurants, toilets, petrol pumps etc. to ease the journey of people travelling on these roads.

WHEREAS the State Government of Madhya Pradesh has issued the Policy for Establishment and Management of Wayside Amenities -2016 whereby the State has set the goal to provide a comprehensive tourism experience to the tourist travelling by road by creating Wayside Amenities with assistance of the private sector.

AND WHEREAS the Madhya Pradesh Tourism Board keeping in view the need to provide amenities on the road network located within the State has decided to establish Wayside Amenities and has prepared a master plan.

AND WHEREAS the Lessor has invited applications for establishing and operating the Wayside Amenity (WSA). The Lessee has submitted its bid and has been selected to establish, run and operate the Wayside Amenity on the land located at ..... comprising of an area admeasuring ..... situated in the village/ city of ..... district ..... more particularly described in the Schedule on the terms and conditions set forth herein.

Now therefore, the Parties have agreed to as follows –

## **1. TERM OF LEASE:**

In consideration of the premium and lease rent and the terms and conditions of this lease agreement, the lessor shall demise to the lessee and the lessee shall accept a lease over the land as more particularly specified in the Schedule for a period of THIRTY YEARS and may be extended for further 30 years, commencing from the date of entering into this agreement.

## **2. LEASE RENT/PREMIUM etc.:**

The Lessee shall pay the following amount through bank draft to the Lessor for the said land –

- i. Premium of Rs..... (In words .....)+ Taxes.
- ii Annual Lease Rent, 1% of the upfront premium plus taxes as applicable.
- iii. Bank Guarantee: Irrevocable and unconditional Bank Guarantee of INR 05.00 Lakh against performance security. Bank Guarantee shall be valid initially for 1 (one) year and thereafter kept valid & effective up to 3 years from the date of commercial operation of the unit by renewing its validity three (3) months prior to its expiry. Bank Guarantee shall be refurnished every year. (The Bank Guarantee should be issued from Nationalized Bank or Scheduled Bank).
- iv. The first payment of such annual lease rent will fall due on the date of signing of lease deed. Thereafter, the payment of annual lease rent shall be due and payable during the lease period by the lessee to the Authority on 1<sup>st</sup> April every year. Failure to pay the annual lease rental upto 30 April every year will attract simple interest at the rate of 10% (ten percent) per annum for the delayed period.

## **3. FACILITIES/AMENITIES TO BE DEVELOPED/ PROVIDED BY THE LESSEE:**

- 3.1 The Lessee shall mandatorily, construct, provide, operate and maintain the following amenities. The lessor shall provide a tentative design & drawings to the lessee.
  - (a) Parking for cars/tourist coach/bus/ motorcycle etc;
  - (b) Food Plaza/ Restaurant;
  - (c) Separate toilets and washrooms for men, women & handicaps disable including changing rooms;

- (d) First Aid;
- (e) 24 x 7 Water and electricity facility.
- (f) Disposal of waste.
- (g) Children's Play Area.

**3.2** The lessee may establish/run/ operate/provide following amenities with a prior intimation to the Lessor in writing –

- (a) Children's play area;
- (b) Telephone/ internet kiosk;
- (c) Souvenir/ handicrafts shop;
- (d) Baby/ handicap care room;
- (e) Fast food outlet/ Ice cream parlour;
- (f) Mini general store;
- (g) Vehicle repair shop/ car washing facility;
- (h) Travel desk;
- (i) Flower shop/ books-newspaper outlet;
- (j) Live art/ handicraft display;
- (k) Any other amenity which may be permitted by the Lessor.

**3.3** The Lessee may establish/run/ operate/provide following amenities only after prior approval of the Lessor in writing –

- (a) Petrol Pump;
- (b) Marriage Garden;
- (c) Residential rooms;
- (d) Bank ATM;
- (e) Any other amenity which may be permitted by the Lessor.

**3.4 PERIOD TO ESTABLISH THE PROJECT:**



- (i). The lessee shall mandatorily construct & start commercial operation of the WSA within 01 year from the date of possession of land.
- (ii). In case of non-completion of the aforesaid specified work mentioned in clause 3.1 within the stipulated time frame specified here in above, the duration may be extended by the Lessor upto 6(six) months on justified grounds. Only two such extensions will be permissible. If the Project is not completed even after the given extended duration. Then lessor shall be liable to terminate the lease Agreement and all Amount deposited along with performance security shall stand forfeited.

#### **4. POWERS AND DUTIES OF THE LESSOR:**

- 4.1 The lessor shall initially place boards/ display/ hoardings/ signages about the Wayside Amenity at 1000/500/100 m on both sides of the Wayside Amenity. However, maintenance of the displays shall be the responsibility of the Lessee.
- 4.2 The lessor shall ensure that the Lessee has established the infrastructure and is operating the Wayside Amenity as per the prescribed criteria. In case, the Lessee does not create the infrastructure or operates the Wayside Amenity in violation or contravention of the prescribed criteria, appropriate action would be taken against the Lessee.
- 4.3 The lessor may provide support and guidance for good management of the amenity and if required provide necessary training for skill development.
- 4.4 The lessor shall have the right and power to determine and prescribe the manner and contents of the application form, check list, inspection report, compliance report, operational manual and other procedures that may be necessary.
- 4.5 The Lessor shall have the right to inspect the premises at any time to ensure compliance of the term and condition of this lease agreement.

#### **5. POWERS AND DUTIES OF THE LESSEE:**

- 5.1 The lessee shall establish and operate the Wayside Amenity as per the Wayside Amenity Policy 2016. Any amendments made in the policy in future, the lessee has to comply with the amendments.
- 5.2 The lessee shall ensure that all dues are paid as per the payment schedule prescribed by the Lessor.
- 5.3 The lessee shall maintain and use all structures created on the land leased to it, to provide services as per clause 3.1 of this agreement. The lessees may also create other infrastructure as per need according to the clause 3.2 & 3.3 of this agreement.

- 5.4 The lessee shall be responsible for obtaining all necessary approvals /permissions/registrations/licenses for construction of infrastructure and activities provided.
- 5.5 The Lessee shall ensure that its / his staff maintain friendly behaviour with travellers and tourists and their security shall be of utmost importance.
- 5.6 The Lessee shall ensure that there is an arrangement to hear and redress the grievances/ complaints of the tourists/ travellers and the process shall be displayed at the site.
- 5.7 The Lessee shall ensure compliance of all terms and conditions mentioned in the lease Agreement, entered into with the Lessor and the instruction given by the lessor from time to time.
- 5.8 The Lessee shall use the designs and publicity material as per norms fixed by the Lessor for marketing of the Wayside Amenity.
- 5.9 The Lessee may take the advantage of the Lessor's expertise in construction, maintenance and management of the site.

## **6. GENERAL CONDITIONS OF LEASE:**

- 6.1 The Lessee shall be liable to pay the annual lease rent on 1<sup>st</sup> April of each year. The annual lease rent must be paid by 30<sup>th</sup> April of each year otherwise, the same would be payable along with 10% simple interest per annum for the delayed period.
- 6.2 If the Lessee fails to pay the annual lease rent for 06 months from the due date, then the Lessor shall be at liberty to terminate the lease agreement. However, if the Lessee pays the due amount along with interest in lump sum manner, Lessor shall renew the lease agreement after charging penalty of 10% of the premium amount.
- 6.3 All sums, such as due amount of premium, lease rent or any other charges imposed by the lessor may be recovered as an arrears of land revenue, if the same is not paid before the due date.
- 6.4 If the lessee is a body corporate/ company then the promoter(s) of the body corporate/ company who holds atleast 51% of the shareholding in the body corporate/ company at the time of executing this agreement shall not dilute his/its shareholding to less than 51% for a period of 3 years from the date of starting operation of the WSA. However, the lessee may dilute/ change/ amend its remaining shareholding pattern. The promoter holding 51% of the shareholding in the body corporate may dilute its shareholding after 3 years of starting operation of the WSA with the permission of the lessor. However, the name, registered office, business purpose shall not be altered during the validity of the lease period.

- 6.5 A proprietary firm may also be allowed to add partner, change constitution/ ownership after three years from the date of starting operation with the permission of lessor.
- 6.6 The lessee shall not undertake any construction work at the site without obtaining the necessary permissions/ approvals/ licenses from the competent authority or from the lessor under clause 3.3 hereinabove. The lessee shall undertake any construction activity only after obtaining necessary approvals of drawings by the competent authority.
- 6.7 The lessee shall not raise any construction in contravention to the provisions of this agreement. The lessee shall not use the site for any other purpose not mentioned in this lease agreement.
- 6.8 The lessee shall ensure that all activities are completed within the stipulated time period as may be prescribed by the lessor. If the lessee fails to implement the project to the satisfaction of the lessor, the lease agreement is liable to be terminated.
- 6.9 The lessee shall ensure that the site is continuously used for the purpose lease has been granted. If, for a period of one year, the lessee fails to operate activities on the land for the purpose of this lease or if the site is shut for a period of one year, the lessor shall terminate the lease.
- 6.10 If the lessee uses the site for purpose other than the one mentioned in this lease, the lease shall be terminated by the lessor.
- 6.11 The lessee shall be responsible for the safety and security of the Wayside Amenity and shall be responsible for the upkeep and maintenance of the amenities at its own cost. The lessee shall also ensure that no cars are parked on the road and proper parking arrangements are provided within the site.
- 6.12 The lessee shall be responsible for maintaining adequate insurance cover for the Wayside Amenity and shall keep all receipts of insurance paid safely and will be obligated to provide it to the lessor on demand.
- 6.13 The lessee shall be responsible for protection of the environment at the site. The lessee shall not undertake any activity that causes harm to the environment. Further, atleast 10 percent of the land must be brought under green cover.
- 6.14 Upon cancellation/ termination of lease agreement or completion of lease period, the lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at own cost within 3 months from cancellation/ termination of lease agreement either prior to expiry date or upon completion of lease period. In case the lessee does not clear the site within the

- prescribed time limit, all assets shall be deemed to be transferred to the lessor and shall become the property of the lessor.
- 6.15 Fixed capital assets for the purpose of this agreement shall mean all construction created on the land, water and electrical supply system with fixture, air conditioning system, water purification system, gas pipeline, parking and stairs, entry gate, fencing boundary wall, well, tube well, water storage tank etc.
- 6.16 The lessee shall ensure compliance of all rules/ regulations laid down by any department of the State Government, related to running of any activity in WSA.
- 6.17 The lessee shall be responsible for any damage or loss caused at the site or to any person due to the activities and all expenses / penalties etc. shall be borne by the lessee.
- 6.18 The lessee upon registration of this lease agreement shall deposit the certified copy of the registered lease agreement with the authorised officer of the lessor and keep the original with him.
- 6.19 The lessee shall pay Rs. 1000 for any amendment of the lease agreement where no fees or premium has been specified.
- 6.20 The lessee shall from time to time and at all times during the term of the lease pay all taxes, rates, assessments and other charges which are charged, imposed or assessed by State/ Central Government or Local Bodies on the said land.
- 6.21 The lessee shall not carry on any illegal trade or business on the said premises.
- 6.22 The lessee shall not sell, transfer or otherwise dispose of any asset located at the site without the prior written permission of the lessor. The lessee shall not sub-lease any portion of the land specified in schedule, including the buildings constructed thereon without prior written permission of the lessor.
- 6.23 The lessee shall abide and comply with the Operation Manual and Wayside Amenities (establishment and management) Policy 2016 of the Tourism Department, State of MP as specified in Schedule –I and II herein.
- 6.24 For Way Side Amenities, State government will transfer the land to Department of Tourism and Department shall provide these lands to private investors through a transparent bidding process. Constructed Way Side Amenities shall be given on 30 years lease along with available appurtenant land subject to a maximum of 2.00 hectare. If the lessee, on successful operation of 30 years, requests to extend the lease period, lease may be extended for further 30 years, on an increased lease rent 6 times of the prevailing lease rent at the end of 30years. During the entire lease period Government may at any time acquire the land/property in the public interest. The investor shall be entitled to get compensation of the assets created by him on said

land/property as per Government prevailing compensation policy and by order of the land acquisition officer.

- 6.25 Existing Way Side Amenities (Greenfield Model) after allotment, execution of lease deed and successful operation of property for at least 3 (Three) years, the lessee may transfer the property to any other person/organization/legal entity, whose net worth is more than Rs. 50.00 lakh or annual turnover is more than Rs 1.00 crore in the preceding financial year. The Lessee shall have a deposit an amount equal to 10% of the premium amount in lieu of such transfer. In such a case the new Lessee shall have to submit an affidavit that he will keep continue the operation of the property during the remaining Lease period. Thereafter, the name of the new Lessee shall be incorporated in the lease deed and all terms & conditions of the lease shall be applicable on new Lessee.

Before transfer of the property lease rent or any other amount is payable, the existing lessee shall have to clear all such dues with a simple interest @ 10% per year.

- 6.26 The lessee may be permitted to sub-lease to Oil Companies, the additional land available with the allotted Way Side Amenity for establishment of Petrol Pump. Terms & Conditions shall be determined by the Oil Company, Managing Director, M.P. Tourism Board.
- 6.27 Any Oil Company may participate in bidding process of Brownfield Way Side Amenity for setting up of a Petrol Pump provided that they themselves operate it.
- 6.28 Tenders can be floated exclusively for Oil Companies for establishment of Petrol pumps along with Way Side Amenities on the lands identified for Greenfield Way Side Amenities.
- 6.29 If Oil Companies/Petrol pump owners/firms/companies willing to set up Way Side Amenity along with petrol pumps may be given franchise as per provisions of Policy. In such cases preference shall be given for allotment of franchise.
- 6.30 Permission for setting up Petrol pump at Greenfield and Brownfield Way Side Amenities shall be given on following terms & conditions :-
1. Only 10,000 sq.ft. land could be used for petrol pump. In case more land required for this purpose according to norms of oil company, Managing Director, M.P. Tourism Board may take decision to permit use of land more than 10,000 sq.ft. after ascertaining the availability of Land.
  2. While setting up of a Petrol pump it should be insured mandatorily that the rudimentary character of the Way Side Amenity is kept unchanged. No posters/flakes/advertisement board etc. are displayed on the poles, trees etc.

- 6.31 The validity of the sub lease shall be effective till the validity of the original lease deed registered for Way Side Amenity. In case the original lease deed of Way Side Amenity is terminated prior to its duration the sub lease shall automatically deemed to be cancelled. If the Oil Company prefers to run the Way Side Amenity on the same terms and conditions of the lease deed, the Way Side Amenity may be transferred to them.
- 6.32 The RFP/ Tender document shall be treated as a part of this agreement. Any condition specified therein and not mentioned here shall also be binding on the parties. However, if there is any conflict between the provisions of the RFP/ tender and this lease agreement, then the provisions of this lease agreement would prevail.

## **7. FINANCIAL LOAN FROM BANK AND FINANCIAL INSTITUTION:**

- 7.1 Subject to the conditions prescribed in this agreement, the Lessee shall have all rights as provided in section 108(B)(j) of the Transfer of Property Act, 1882 in respect of the said Land only for the limited purpose of securing any loan from any Bank/ Financial Institution. The Lessee shall be bound to take prior consent of the Lessor before exercising its rights under this clause.
- 7.2 Provided that in the event the Bank/Financial institution auctions the said Land for recovery of dues, the auction purchaser shall step into the shoes of the present Lessee and shall be bound by the terms and conditions of this agreement as if it were the original Lessee. Such auction purchaser shall enjoy the lease rights only for the remaining period of the Lease and such auction purchaser shall not re-transfer the said Land.
- 7.3 Provided also that the balance of consideration received by the bank/financial institution from the auction, after satisfaction of the dues of the bank/financial institution shall be paid to the lessor and the lessee shall have no right to claim the same. It shall be the duty of the lessee to ensure that a specific term securing the right and interest of the lessor as provided herein is categorically mentioned in the loan agreement executed between the lessee and the bank/financial institution.

Provided further that, in all circumstances the charge of the Lessor on the said Land shall be over and above all other charges that may be created on the said Land subsequent to the execution of this agreement.

## **8. TRANSFER:**

- 8.1 Except as provided in this agreement, the lessee shall not transfer/alienate or assign the said land or buildings erected thereon to any third party in full or in part.

- 8.2 The Lessee may, with prior permission of the lessor in writing transfer the lease to other entity by way of sale of lease rights, change in share holding pattern, stock transfer, merger, demerger, take over, recovery of loans etc provided;
- (i) The project is commissioned and run successfully for 03 years after the commissioning date and
  - (ii) 75% of the investment of the project cost is made up and
  - (iii) Transfer charges equivalent to 10% of the premium paid by the lessee is paid along with the dues (lease rent etc) with interest @ 10% per annum (simple interest) up to date.

## **9. EVENT OF DEFAULT:**

- 9.1 If the Lessee fails to pay any amount due, as per this agreement on the due date, the same shall be considered as an event of default.
- 9.2 If the Lessee breaches any term or condition of this deed or fails to comply with any provision of law mentioned in any Act, Rule, Regulation of the State Government/Central Government/Local Bodies or any other competent authority, the same shall be an event of default.
- 9.3 In the event of any breach in terms & conditions of lease including but not limited to, occurrence of an event mentioned in clause 10.1 and 10.2 of this agreement, the Lessor has the right to impose penalty upto 5% of the premium amount, without prejudice to the right of Lessor to take any other action permissible by law or by this agreement including, but not limited to termination of this agreement, forfeiture of security deposit etc.
- 9.4 Unless expressly provided otherwise herein, if the lessee has defaulted on any account not specifically dealt within the agreement in performance of any term or condition mentioned herein and such default has continued for a period of 60 days after notice given in writing thereof to the lessee by the lessor, the lessor may terminate the lease agreement.

## **10. TERMINATION OF LEASE AGREEMENT:**

- 10.1 The lessor may terminate the lease on breach of any of the condition of this deed by giving 60 days prior written notice to the lessee.
- 10.2 Upon cancellation/ termination of lease agreement or completion of lease period, the lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at own cost within 3 months from cancellation/ termination of lease agreement prior to expiry date or upon completion of lease period. In case the lessee does not clear the site within the

prescribed time limit, all assets shall deemed to be transferred to the lessor and become the property of the lessor

#### **11. ASSIGNMENT:**

The lessee may with the prior permission of the lessor assign or authorise any person to operate a specific amenity within the site. However, the lessee shall be responsible for the conduct and behaviour of the assignee and shall ensure that the assignee complies with all terms and conditions mentioned herein.

#### **12. APPEAL:**

12.1 If the lessor terminates/ cancels the lease agreement, the lessee may within 30 days from the date of issuance of termination/ cancellation order, prefer an appeal before the Secretary, Department of Tourism, Government of Madhya Pradesh challenging the termination/ cancellation order. In case of Secretary Tourism and Managing Director being the same person, some other Secretary shall be appointed by Govt. of Madhya Pradesh for this purpose. If no appeal is preferred within 30 days of issuance of termination/ cancellation order, the right of the lessee to challenge the termination/ cancellation order shall be closed.

12.2 If the lessee files an appeal as per clause 12.1, the Secretary shall after granting an opportunity of hearing to the lessee shall pass any orders that may be deemed fit. The order passed by the Secretary shall be final and binding on both parties.

12.3 If the Secretary rejects/ dismisses the appeal filed by the lessee, the lessee shall peacefully hand over the land mentioned in Schedule to the lessor and remove all assets created by him on the land within 90 days. After expiry of 90 days all the assets shall be forfeited and possession will be taken over by the lessor.

#### **13. JURISDICTION:**

The District court of Bhopal and High Court of Madhya Pradesh Principal seat at Jabalpur shall have Jurisdiction over matters arising out of this agreement.

#### **14. GOVERNING LAW:**

This agreement is governed by and shall be construed in accordance with the laws of India.



**SCHEDULE**

Description of the properties under this lease agreement is as under.

1. Land-

Village- .....

Tehshil- .....

District- .....

Patwari Halka No.- .....

Khasra No. - .....

Area (Rakba) - .....

2. Boundaries of the land

In the East- .....

In the West- .....

In the North- .....

In the South- .....

3. Khasra Map, Nakal and Station survey map of the land allotted above duly signed by both the parties.

IN WITNESS WHEREOF, the Parties herein above have set their hands entered into this Agreement the day and year first above written.

Witness 1----- ----- 2----- -----	For Lessor : Madhya Pradesh Tourism Board through .....
1----- ----- 2----- -----	For lessee :- M/S ..... through .....

## 17. Annexure 4: Way Side Amenity Policy (2016) amended 2019

### मार्ग सुविधा केन्द्रों (WAY SIDE AMENITIES) की स्थापना एवं संचालन की नीति (2016) यथा संशोधित 2019

मध्यप्रदेश राज्य पर्यटन नीति में प्रदेश में संतुलित एवं समेकित पर्यटन की ऐसी अभिवृद्धि करना लक्षित है जिससे सामाजिक एवं आर्थिक विकास संभव हो तथा मध्यप्रदेश समग्र पर्यटन अनुभव प्रदान करने वाला गन्तव्य बनें। इस लक्ष्य को प्राप्त करने के लिये निजी निवेश को प्रोत्साहित किया जाना पर्यटन नीति की एक प्रमुख रणनीति है।

#### 1. मार्ग सुविधा केन्द्रों की आवश्यकता

मध्यप्रदेश एक स्थलरुद्ध (Land locked) प्रदेश है जिसकी सीमायें महाराष्ट्र, गुजरात, राजस्थान, उत्तर प्रदेश एवं छत्तीसगढ़ राज्य से लगी हुई हैं। देश में पूर्व से पश्चिम एवं उत्तर से दक्षिण की ओर जाने वाले प्रमुख राजमार्ग प्रदेश की मध्य स्थिति के कारण यहाँ से गुजरते हैं, अतः आंतरिक एवं अंतर्राज्यीय परिवहन मुख्यतः सड़क मार्गों से होता है। प्रदेश में पूर्व से पश्चिम एवं उत्तर से दक्षिण की ओर आवागमन में सड़क मार्ग से लम्बी दूरियां तय करना होती है। प्रदेश में राजमार्गों एवं ग्रामीण सड़कों का व्यापक नेटवर्क विद्यमान है जिस पर बड़ी संख्या में यात्री, व्यवसायी एवं पर्यटक निरंतर सड़क मार्ग से आवागमन करते हैं। वर्तमान में सड़क मार्गों पर व्यवस्थित एवं स्तरीय यात्री सुविधा अधोसंरचना की अपर्याप्तता के दृष्टिगत आवश्यक है कि योजनाबद्ध रूप से स्तरीय मार्ग सुविधा केन्द्रों की स्थापना सुनियोजित रूप से नीति बनाकर की जाये ताकि यात्रियों को आवश्यक सुविधायें सुगमता से प्रत्येक 40 से 50 किलोमीटर की यात्रा पर उपलब्ध हो जाये। पर्यटन मंत्रालय, भारत सरकार द्वारा भी समय समय पर मार्ग सुविधा केन्द्रों (Way Side Amenities) की स्थापना हेतु विभिन्न योजनाओं में प्रावधान किये गये हैं एवं राज्यों को आर्थिक सहायता भी उपलब्ध करायी गयी है।

प्रदेश में स्थित पर्यटन केन्द्रों एवं टूरिस्ट सर्किट को जोड़ने वाले मार्गों पर यात्री सुविधाओं यथा स्वच्छ खान-पान, शौचालय, विश्राम, टेलिफोन एवं इंटरनेट, सुविधा स्टोर्स, प्राथमिक चिकित्सा, पार्किंग आदि की स्थापना से पर्यटन में वृद्धि होगी एवं स्थानीय लोगों को रोजगार के अवसर प्राप्त होंगे।

#### 2 रणनीति

2.1 मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा पूरे प्रदेश में रोड नेटवर्क एवं यात्री सुविधाओं की आवश्यकता को ध्यान में रखते हुए मार्ग सुविधा केन्द्रों की स्थापना को प्रोत्साहित किया जाएगा।

2.2 सम्भावित स्थलों एवं तैयार ब्राउन फील्ड मार्ग सुविधा केन्द्रों का प्रचार-प्रसार किया जायेगा ताकि निवेश का वातावरण तैयार हो। इन मार्ग सुविधा केन्द्रों की ब्रांडिंग मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा निर्धारित "लोगो" एवं डिजाइन अनुसार की जायेगी।

2.3 मार्ग सुविधा केन्द्रों की स्थापना निम्नलिखित तीन मॉडल उपलब्ध होंगे :-

##### (i) ब्राउन फील्ड मॉडल-

भारत सरकार एवं राज्य सरकार से विभिन्न योजनांतर्गत प्राप्त निधि से मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा मार्ग सुविधा केन्द्रों का निर्माण एवं निजी क्षेत्र द्वारा लीज पर लेकर संचालन।

##### (ii) ग्रीन फील्ड मॉडल-

पर्यटन विभाग के पास उपलब्ध शासकीय भूमि पर निजी निवेशक द्वारा मार्ग सुविधा केन्द्र की स्थापना एवं संचालन।



(iii) फ्रैंचाइजी मॉडल-

निजी निवेशकों द्वारा राष्ट्रीय राजमार्ग/ राज्य मार्ग/अन्य मार्ग/पर्यटक स्थल में निजी भूमि पर मार्ग सुविधा केन्द्रों की स्थापना अथवा उन्नयन एवं संचालन ।

3. विभिन्न मॉडलों में मार्ग सुविधा केन्द्रों की स्थापना एवं संचालन के संबंध में दिशा - निर्देश

3.1 ब्राउन फील्ड मॉडल-

3.1.1 पर्यटन मंत्रालय, भारत सरकार द्वारा जारी गाइडलाइन्स के अनुसार निर्धारित डिजाइन एवं नियत सुविधाओं से पूर्ण मार्ग सुविधा केन्द्र की स्थापना चिन्हित स्थल पर पर्यटन विकास निगम द्वारा की जायेगी।

3.1.2. इस हेतु पर्यटन विभाग को भूमि राज्य शासन द्वारा उपलब्ध करायी जायेगी।

3.1.3 मार्ग सुविधा केन्द्र में कार/ टूरिस्ट कोच/ बस पार्किंग/ फूड प्लाजा/ रेस्टोरेंट/ पुरुष एवं महिला टॉयलेट एवं वॉशरूम, चेंजिंगरूम, फर्स्ट-एड एवं 24x7 जल एवं विद्युत सुविधा निर्मित किया जाना अनिवार्य होगा।

3.1.4 निर्मित मार्ग सुविधा केन्द्र पारदर्शी निविदा प्रक्रिया के माध्यम से निजी क्षेत्र को आवंटित किये जायेगे। केन्द्र/राज्य शासन के अन्य विभाग/उपक्रम/निगम/मण्डल द्वारा मार्ग सुविधा केन्द्र को संचालन किये जाने हेतु मांगे जाने पर ऐसे मार्ग सुविधा केन्द्र को पर्यटन विभाग द्वारा संबंधित को हस्तांतरित किया जा सकेगा ।

3.1.5 निर्मित मार्ग सुविधाएँ अधिकतम 2 हेक्टेयर आनुषांगिक (Appurtenant) भूमि सहित 30 वर्ष की अवधि के लिए लीज पर दी जायेगी । 30 वर्ष तक सफलतापूर्वक संचालन उपरांत लीज ग्रहिता द्वारा लीज अवधि वृद्धि हेतु आवेदन किए जाने पर 06 गुना लीज रेंट वृद्धि के साथ 30 वर्ष के लिए लीज अवधि बढ़ाई जा सकेगी । उक्त 60 वर्ष की अवधि में मध्यप्रदेश शासन की आवश्यकता होने पर आवंटित मार्ग सुविधा केन्द्र को वापिस लिया जा सकेगा ।

3.1.6 निविदा हेतु न्यूनतम आरक्षित मूल्य (अप-सेट प्राइज) रुपये दस लाख रखा जायेगा। निविदा में प्राप्त अधिकतम मूल्य भूमि का प्रीमियम होगा तथा इस प्रीमियम राशि का एक प्रतिशत प्रतिवर्ष लीज रेंट के रूप में देय होगा।

3.1.7 निविदा आमंत्रण सूचना एक राष्ट्रीय तथा दो प्रादेशिक समाचार पत्रों में तथा निगम की वेबसाइट पर प्रकाशित की जायेगी ।

3.1.8 निगम द्वारा यह सुनिश्चित किया जायेगा कि किसी भी मार्ग सुविधा के लिये निविदा आमंत्रित किये जाने से पूर्व इकाई एवं आनुषांगिक भूमि का विधिवत सीमांकन करवाया जाये एवं बाउंड्री का निर्धारण कर लिया जाये तथा इकाई तक विद्युत एवं जल प्रदाय तथा पार्किंग एवं आंतरिक मार्ग की सुविधा उपलब्ध हो तथा कार्य योजनानुसार पूर्ण कर लिया गया हो।

3.1.9 पार्किंग एवं यात्रियों के लिये आवागमन हेतु आवश्यक भूमि छोड़कर अतिरिक्त भूमि उपलब्ध होने पर निविदाकर्ता को निम्नानुसार गतिविधियों हेतु अधोसंरचना विकसित किये जाने की पात्रता रहेगी :-



**A. केवल सूचना देकर निर्माण योग्य अधोसंरचनाएँ:-**

- (I) चिल्ड्रन प्ले एरिया
- (II) टेलिफोन/ इंटरनेट कियोस्क
- (III) सोवेनियर/हैंडिक्राफ्ट शॉप
- (IV) बेबी/हैंडीकेप केयर रूम/सुविधाएँ
- (V) फास्ट फूड आउटलेट/आइसक्रीम पार्लर
- (VI) मिनी जनरल स्टोर
- (VII) वाहन मरम्मत केन्द्र/ कार वॉशिंग सुविधा
- (VIII) ट्रेवल डेस्क
- (IX) फ्लॉवर शॉप/ बुक्स-न्यूजपेपर आउटलेट
- (X) लाइव आर्ट/ हैंडिक्राफ्ट डिस्प्ले
- (XI) अन्य आनुषांगिक गतिविधियाँ जो प्रबंध संचालक, मध्यप्रदेश पर्यटन विकास निगम द्वारा निर्धारित की जाएँ ।

**B. पूर्व अनुमति प्राप्त कर निर्माण योग्य अधोसंरचनाएँ:-**

- (I) पेट्रोल पंप
- (II) मैरिज गार्डन
- (III) आवासीय कक्ष
- (IV) बैंक ए.टी.एम.
- (V) अन्य आनुषांगिक अधोसंरचनाएँ जो प्रबंध संचालक, मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा निर्धारित की जाएँ ।

3.1.10 उपरोक्त कंडिका 3.1.9(B) अंतर्गत संचालित की जाने वाली गतिविधियाँ हेतु पूर्वानुमति एवं निर्माण योजना का अनुमोदन प्रबंध संचालक से प्राप्त करना आवश्यक होगा ।

3.1.11 ऐसी निर्मित अतिरिक्त अधोसंरचना, संचालन हेतु किसी अन्य व्यक्ति/ इकाई को देने की स्थिति में संचालन हेतु दी गई अवधि मूल लीज अवधि से अधिक नहीं होगी तथा लीज अवधि समाप्त होने पर संचालन हेतु दी गई अवधि स्वतः समाप्त मानी जायेगी ।

3.1.12 लीज समाप्त होने के उपरांत निर्मित सभी अधोसंरचनायें स्वमेव पर्यटन विभाग के स्वामित्व में मानी जायेगी एवं इसके लिये संचालक को कोई क्षतिपूर्ति राशि देय नहीं होगी ।

3.1.13 मार्ग सुविधा केन्द्र में तंबाकू युक्त पदार्थों यथा सभी पान मसालों, गुटखों, पान, सिगरेट, बीड़ी, पटाखे आदि विस्फोटक पदार्थ की ब्रिकी पूर्णतः प्रतिबंधित रहेगी ।



3.1.14 विद्यमान मार्ग सुविधा केन्द्र आवंटन एवं लीज निष्पादन उपरांत यदि मूल मार्ग परिवर्तन अथवा ओवरब्रिज निर्माण जैसे कारणों से यदि मार्ग सुविधा केन्द्र का मार्ग से सीधा सम्पर्क विच्छेद हो जाता है अथवा प्राकृतिक आपदा जैसे भूकम्प, बाढ़, भू-स्खलन, सुनामी, चक्रवाती-तूफान, मूसलाधार बारिश, आँधी, बिजली गिरना, बवंडर जैसे कारणों से मार्ग सुविधा केन्द्र पूर्णतया नष्ट हो जाता है तो परस्पर सहमति से लीज निरस्त की जा सकेगी। ऐसी स्थिति में लीज ग्रहिता द्वारा जमा प्रीमियम राशि में से लीज निष्पादन तिथि को आधार मानते हुए प्रति वर्ष 10% के मान से राशि कटौती कर राशि वापस लौटाई जायेगी एवं परफार्मेंस सिक्यूरिटी की पूर्ण जमा राशि बिना ब्याज लौटाई जायेगी।

3.1.15 विद्यमान मार्ग सुविधा केन्द्र(ब्राउन फील्ड मॉडल) आवंटन एवं लीज निष्पादन के तीन वर्ष तक सफल संचालन के उपरान्त लीजधारक मार्ग सुविधा केन्द्र को किसी अन्य व्यक्ति/ संस्था/ लीगल एंटीटी, जिसकी नेटवर्थ 50 लाख अथवा वार्षिक टर्नओवर 1 करोड़ रुपये से अधिक हो, को हस्तांतरित कर सकेगा बशर्ते हस्तांतरण ग्रहिता द्वारा मार्ग सुविधा केन्द्र के निरंतर संचालन हेतु शपथ पत्र दिया जाये। लीजधारक को प्रीमियम राशि की 10 प्रतिशत राशि बतौर स्थानान्तरण शुल्क भुगतान करना होगा। तदुपरांत लीज एग्जिट में शेष अवधि के लिए हस्तांतरण ग्रहिता का नाम जोड़ा जायेगा एवं लीज की सभी शर्तें हस्तांतरण ग्रहिता पर लागू होंगी।

हस्तांतरण पूर्व आवश्यक होगा कि पूर्व लीज धारक की लीज रेंट आदि की यदि कोई राशि बकाया है तो उसे 10% प्रतिवर्ष साधारण ब्याज सहित जमा करा दिया जाये।

### 3.2 ग्रीन फील्ड मॉडल

3.2.1 मार्ग सुविधा केन्द्र हेतु शासन से पर्यटन विभाग को भूमि हस्तांतरित की जायेगी तथा इसे 30 वर्ष की लीज पर निजी निवेशकों को पारदर्शी निविदा प्रक्रिया के माध्यम से उपलब्ध करायी जायेगी। 30 वर्ष तक सफलतापूर्वक संचालन उपरांत उभय पक्षों की सहमति से 06 गुना लीज रेंट वृद्धि के साथ 30 वर्ष के लिए लीज अवधि बढ़ाई जा सकेगी। उक्त 60 वर्ष की अवधि में मध्यप्रदेश शासन की आवश्यकता होने पर आवंटित मार्ग सुविधा केन्द्र को वापिस लिया जा सकेगा।

3.2.2 मार्ग सुविधा केन्द्र निर्माण हेतु अधिकतम 2 हेक्टेयर भूमि निर्धारित होगी, जिसका न्यूनतम आरक्षित मूल्य रुपये पांच लाख होगा।

3.2.3 निविदा में प्राप्त अधिकतम मूल्य भूमि का प्रीमियम होगा तथा इस प्रीमियम राशि का 01 प्रतिशत प्रतिवर्ष लीज रेंट के रूप में देय होगा।

3.2.4 निविदा आमंत्रण सूचना एक राष्ट्रीय तथा दो प्रादेशिक समाचार पत्रों में तथा निगम की वेबसाइट पर प्रकाशित की जायेगी।

3.2.5 निगम द्वारा यह सुनिश्चित किया जायेगा कि किसी भी मार्ग सुविधा केन्द्र के लिये निविदा आमंत्रित किये जाने से पूर्व भूमि का विधिवत सीमांकन करवाया जाये एवं बाउंड्री का निर्धारण कर लिया जाये।

3.2.6 मार्ग सुविधा केन्द्र में कार/टूरिस्ट कोच/ बस पार्किंग/ फूड प्लाजा/ रेस्टोरेंट/ पुरुष एवं महिला टॉयलेट एवं वॉशरूम, चेंजिंग रूम, फर्स्ट-एड एवं 24x7 जल एवं विद्युत सुविधा निर्मित किया जाना अनिवार्य होगा तथा इस हेतु निर्माण योजना प्रबंध संचालक, मध्यप्रदेश राज्य पर्यटन विकास निगम से पूर्वानुमोदित करानी होगी।





3.2.7 उपरोक्त के अलावा अन्य सुविधाओं का निर्माण नीति की कण्डिका 3.1.9 से 3.1.13 के अनुसार किया जा सकेगा ।

3.2.8 सफल निविदाकार को भूमि के आधिपत्य दिनांक से एक वर्ष की अवधि में मार्ग सुविधा केन्द्र निर्मित कर संचालन प्रारंभ करना होगा तथापि उठाये गये प्रभावी कदमों एवं किये गये निर्माण कार्य के दृष्टिगत परिस्थितिजन्य कारणों से अधिकतम दो बार छः-छः माह की अवधि बढ़ायी जा सकेगी ।

3.2.9 मार्ग सुविधा केन्द्र की स्थापना के लिये भूमि "जहाँ है जैसी है" की स्थिति में उपलब्ध करायी जायेगी तथा निर्माण एवं संचालन के लिये आवश्यक अनुमतियां/ पंजीयन/लाइसेंस आदि प्राप्त करना एवं प्रचलित अधिनियमों /नियमों/शासन के मार्गदर्शी निर्देशों का पालन करना चयनित निविदाकार का दायित्व होगा ।

3.2.10 विद्यमान मार्ग सुविधा केन्द्र (ग्रीन फील्ड मॉडल) आवंटन एवं लीज निष्पादन के तीन वर्ष तक सफल संचालन के उपरान्त लीजधारक मार्ग सुविधा केन्द्र को किसी अन्य व्यक्ति / संस्था/ कानूनी इकाई (Legal Entity) जिसका नेटवर्थ 50 लाख अथवा वार्षिक टर्नओवर 1 करोड़ रुपये से अधिक हो, को हस्तान्तरित कर सकेगा बशर्ते हस्तांतरण ग्रहिता द्वारा मार्ग सुविधा केन्द्र के निरंतर संचालन हेतु शपथ पत्र दिया जाये । लीजधारक को प्रीमियम राशि की 10 प्रतिशत राशि बतौर स्थानान्तरण शुल्क भुगतान करना होगा। तदुपरांत लीज एग्रीमेंट में शेष अवधि के लिए हस्तांतरणग्रहिता का नाम जोड़ा जायेगा एवं लीज की सभी शर्तें हस्तांतरण ग्रहिता पर लागू होगी ।

हस्तांतरण पूर्व आवश्यक होगा कि पूर्व लीज धारक की लीज रेंट आदि की यदि कोई राशि बकाया है तो उसे 10% प्रतिवर्ष साधारण ब्याज सहित जमा करा दिया जाये ।

### 3.3 फ्रैंचाइजी मॉडल

3.3.1 प्रदेश के राष्ट्रीय राजमार्गों/ राज्य मार्गों/अन्य मार्ग/पर्यटन स्थलों में निजी निवेशकों द्वारा निजी भूमि पर अपने व्यय से पूर्व निर्मित/ निर्माणाधीन/प्रस्तावित यात्री सुविधाओं को मार्ग सुविधा केन्द्र के रूप में चिन्हित कर मध्यप्रदेश राज्य पर्यटन विकास निगम के फ्रैंचाइजी आधार पर संचालन की अनुमति दी जा सकेगी ।

3.3.2 यह आवश्यक होगा कि ऐसी सुविधायें नगर पालिका/ नगर निगम की सीमा से बाहर संचालित/ प्रस्तावित हों ।

3.3.3 फ्रैंचाइजी प्राप्त करने हेतु यह आवश्यक होगा कि मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा निर्धारित मापदंड अनुसार यात्री सुविधा अधोसंरचना का निर्माण एवं संचालन किया जाये । मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा फ्रैंचाइजी हेतु "लोगो", ब्रांडिंग एवं अन्य गुणवत्ता के मापदण्ड उपलब्ध कराये जाएंगे ।

3.3.4 फ्रैंचाइजी प्राप्ति हेतु मध्यप्रदेश पर्यटन विकास निगम द्वारा समय-समय पर विज्ञापन देकर आवेदन पत्र आमंत्रित किये जायेंगे ।

3.3.5 निर्धारित मापदण्डों पर उपयुक्त पाई जाने वाली इकाई को रुपये एक लाख, फ्रैंचाइजी पंजीयन शुल्क देय होगा जो वापसी योग्य नहीं होगा । इसके अतिरिक्त प्रतिवर्ष रु. 25,000/- फ्रैंचाइजी नवीनीकरण शुल्क देय होगा ।

3.3.6 सामान्यतः फ्रैंचाइजी, निर्धारित मापदण्डों पर चयनित इकाई को स्थलों की उपयुक्तता एवं मापदण्डों की पूर्ति के आधार पर दिया जायेगा ।



3.3.7 ब्राउन फील्ड एवं ग्रीन फील्ड मॉडल हेतु नीति में वर्णित प्रतिबंधित गतिविधियां फ्रैंचाइजी इकाई के लिये भी प्रतिबंधित होंगी ।

3.3.8 फ्रैंचाइजी इकाईयों के संचालन का निरीक्षण मध्यप्रदेश राज्य पर्यटन विकास निगम अथवा मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा नियत एजेंसी द्वारा समय-समय पर (6 माह में कम से कम एक बार आवश्यक रूप से) किया जायेगा एवं प्रबंध संचालक मध्यप्रदेश राज्य पर्यटन विकास निगम को प्रतिवेदन प्रस्तुत किया जायेगा ।

3.3.9 मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा निर्धारित मापदंडों अनुसार संचालन करना न पाया जाने पर फ्रैंचाइजी को त्रुटि सुधार हेतु एक माह का अवसर प्रदान किया जायेगा। तीन से अधिक बार मापदंडों का उल्लंघन पाये जाने पर फ्रैंचाइजी का पंजीयन रद्द किया जा सकेगा । पंजीयन रद्द होने की दशा में जमा फ्रैंचाइजी शुल्क लौटाया नहीं जायेगा।

**4. राष्ट्रीय राजमार्गों/ राज्य मार्गों/ अन्य मार्गों/ पर्यटक स्थलों पर ऑइल कंपनियों के सहयोग से मार्ग सुविधा केन्द्रों की स्थापना-**

4.1 ब्राउन फील्ड मॉडल के आवंटी को मार्ग सुविधा केन्द्र के साथ पेट्रोल पंप की स्थापना हेतु मार्ग सुविधा केन्द्र की भूमि में से आवश्यक भूमि ऑइल कंपनी को सब-लीज करने की अनुमति दी जायेगी। सब-लीज की शर्तें ऑइल कंपनी एवं आवंटी, प्रबंध संचालक मध्यप्रदेश टूरिज्म बोर्ड के अनुमोदन से तय करेंगे ।

4.2 सब-लीज की अवधि मार्ग सुविधा केन्द्र लीज की अवधि तक ही होगी । मार्ग सुविधा केन्द्र निरस्त होने पर सब-लीज स्वमेव अप्रभावी हो जायेगी । ऐसे प्रकरणों में यदि ऑइल कंपनी मार्ग सुविधा केन्द्र संचालन करना चाहती है तो लीज की शेष अवधि के लिए मूल लीज की शर्तों पर ऑइल कंपनी को मार्ग सुविधा केन्द्र की लीज अंतरित/ ट्रान्सफर की जा सकेगी ।

4.3 ब्राउन फील्ड मॉडल अंतर्गत निविदा में ऑइल कंपनी भी भाग ले सकेगी व पेट्रोल पंप स्थापना कर सकेगी बशर्तें मार्ग सुविधा केन्द्र का संचालन इनके द्वारा सुनिश्चित किया जाये।

4.4 ग्रीन फील्ड मार्ग सुविधा केन्द्र हेतु चिन्हित स्थलों को पेट्रोल पंप सहित मार्ग सुविधा केन्द्र की स्थापना हेतु ऑइल कंपनियों के लिए निविदा जारी की जा सकेगी।

4.5 यदि ऑयल कंपनियाँ/ पेट्रोल पंप के स्वामी / फर्म/ कंपनी आदि पेट्रोल पंप के साथ मार्ग सुविधा केन्द्र स्थापित करते हैं तो नीति अनुरूप इन्हें फ्रैंचाइजी दी जायेगी । ऐसे मामलों में फ्रैंचाइजी आवंटन में संबंधितों को प्राथमिकता दी जायेगी ।

4.6 ब्राउन फील्ड/ग्रीन फील्ड मार्ग सुविधा केन्द्रों में पेट्रोल पंप स्थापना अनुमति निम्नानुसार शर्तों पर दी जायेगी :-

1. पेट्रोल पंप हेतु 10 हजार वर्गफीट तक भूमि उपयोग में ली जा सकेगी। यदि आइल कम्पनियों के मापदण्ड अनुसार उपरोक्त से अधिक भूमि आवश्यक होती है तो मार्ग सुविधा केन्द्र में भूमि उपलब्धता के दृष्टिगत प्रबंध संचालक, मध्यप्रदेश टूरिज्म बोर्ड स्वविवेक से यथोचित निर्णय ले सकेगा।

2. पेट्रोल पंप की स्थापना करते समय यह ध्यान रखा जाना आवश्यक होगा कि मार्ग सुविधा केन्द्र का मूल स्वरूप यथावत रहे, सड़क की रौनक खराब न हो तथा बिजली अथवा तार के खम्भों अथवा वृक्षों पर विज्ञापन पटल न लगाये गये हों ।



**5. मध्यप्रदेश पर्यटन विकास निगम के दायित्व एवं अधिकार**

- 5.1 निगम द्वारा ब्रांडिंग हेतु लोगो, विज्ञापन सामग्री एवं डिजाइन निर्धारित कर मार्ग सुविधा केन्द्र संचालक को उपलब्ध करायी जायेगी ।
- 5.2 निगम द्वारा प्रचार-प्रसार हेतु निर्मित की जाने वाली सामग्री एवं सड़क पर लगाये जाने वाले बोर्ड/ डिस्प्ले/ होर्डिंग आदि पर ऐसी इकाई को विज्ञापित किया जायेगा तथा मार्केटिंग हेतु होने वाले आयोजनों में आमंत्रित किया जायेगा ।
- 5.3 निगम द्वारा इकाई के दोनों ओर के पहुँच मार्ग पर 1000/500/100 मीटर पर इकाई की जानकारी हेतु प्रथम बार सूचना फलक (साइनेजेस) निर्धारित ब्रांडिंग कर लगाये जायेंगे । इन सूचना फलकों के संधारण का दायित्व इकाई का होगा ।
- 5.4 निगम द्वारा इकाईयों के निर्धारित मापदंडों के अनुसार अधोसंरचना निर्माण एवं संचालन को सुनिश्चित किया जायेगा एवं लगातार अवहेलना पर फ्रैंचाइजी अनुबंध के अनुसार आवश्यक कार्यवाही की जायेगी।
- 5.5 निगम द्वारा इकाईयों को सुचारु संचालन हेतु आवश्यक सहयोग एवं मार्गदर्शन प्रदान किया जायेगा तथा यथा आवश्यकता कौशल विकास प्रशिक्षण भी दिया जायेगा ।
- 5.6 निगम को मार्ग सुविधा केन्द्रों के निर्माण, संचालन एवं फ्रैंचाइजी देने हेतु आवश्यक आवेदन पत्र, चेक लिस्ट, निरीक्षण प्रतिवेदन, पालन प्रतिवेदन व अन्य आवश्यक प्रारूपों को निर्धारित करने एवं लागू करने हेतु अधिकार होंगे।
- 5.7 निगम को इस नीति के प्रावधानों के अनुरूप लीज, लाइसेंस, निविदा प्रपत्र, आरएफपी व अन्य आवश्यक दस्तावेज निर्धारित करने/योग्यता निर्धारित करने एवं लागू करने के अधिकार होंगे ।
- 5.8 निगम को नीति के प्रावधानों के अनुसार प्राप्त होने वाले प्रीमियम, लीज रेंट, लाइसेंस फीस, फ्रैंचाइजी फीस, पंजीयन शुल्क व अन्य राशियों को प्राप्त करने, निगम खाते में जमा करने एवं मार्ग सुविधा केन्द्र तथा अन्य स्थानीय पर्यटन सुविधाओं के विकास एवं संचालन हेतु व्यय करने के अधिकार होंगे ।
- 5.9 अन्य प्रशासकीय अधिकार जो कि मार्ग सुविधा केन्द्रों के इस नीति के प्रावधानों के अनुसार विकास, संचालन, संधारण, प्रबंधन एवं नियमन हेतु प्रबंध संचालक द्वारा आवश्यक समझे जायें ।

**6. मार्ग सुविधा केन्द्र संचालक/ फ्रैंचाइजी के दायित्व एवं अधिकार**

- 6.1 पर्यटन विकास निगम द्वारा निर्धारित मापदंडों के अनुसार अधोसंरचना निर्माण एवं संचालन सुनिश्चित किया जायेगा तथा निगम द्वारा दिये गये सुझावों/ मार्गदर्शन पर अमल किया जायेगा ।
- 6.2 निगम को देय राशियों का समय पर नियमित भुगतान सुनिश्चित किया जायेगा ।
- 6.3 अधोसंरचना निर्माण एवं गतिविधि संचालन हेतु आवश्यक अनुमति/ पंजीयन/ लाइसेंस प्राप्त किये जायेंगे ।
- 6.4 यात्रियों एवं पर्यटकों से मित्रवत् व्यवहार किया जायेगा तथा उनकी सुरक्षा को सर्वोच्च प्राथमिकता दी जायेगी ।
- 6.5 यात्री/ पर्यटक शिकायत को सुनने एवं उसके तत्काल निराकरण की व्यवस्था स्थापित की जायेगी





तथा इसे स्थल पर विज्ञापित किया जायेगा ।

- 6.6 मध्यप्रदेश पर्यटन विकास निगम के साथ निष्पादित लीज अनुबंध, फ्रैंचाइजी अनुबंध आदि की शर्तों का पालन सुनिश्चित किया जायेगा ।
- 6.7 इकाई को निगम द्वारा नियत लोगो, डिजाइन एवं प्रचार विषय वस्तु के अपनी मार्केटिंग हेतु उपयोग की अनुमति होगी तथा इसके अलावा अन्य लोगो, डिजाइन आदि उपयोग में नहीं लिया जायेगा ।
- 6.8 इकाई द्वारा मार्ग सुविधा केन्द्र के निर्माण, संधारण एवं संचालन हेतु निगम की विशेषज्ञता का लाभ प्राप्त किया जा सकेगा एवं इस संबंध में समस्या निराकरण/समाधान प्राप्त किया जा सकेगा ।
- 6.9 मार्ग सुविधा केन्द्र संचालक/फ्रैंचाइजी द्वारा मार्ग सुविधा केन्द्र में स्त्री एवं पुरुष के पृथक-पृथक शौचालय स्थापित कर साफ एवं स्वच्छ स्थिति में सदैव रखे जायेंगे । मार्ग सुविधा केन्द्र में स्वच्छ एवं स्वास्थ्यकर वातावरण पर्यटन विभाग के द्वारा स्थापित मापदंडों के अनुरूप उच्च गुणवत्ता के साथ रखा जायेगा । मार्ग सुविधा केन्द्र संचालक द्वारा पर्यटन विभाग द्वारा जारी "मिडवे ट्रीट संचालन निर्देशिका" का एवं मार्ग सुविधा केन्द्र संचालन हेतु समय समय पर जारी सभी निर्देशों का पूर्णतः पालन सुनिश्चित किया जायेगा ।

## 7. विविध

- 7.1 नीति के क्रियान्वयन हेतु प्रबंध संचालक, मध्यप्रदेश राज्य पर्यटन विकास निगम अधिकृत होंगे ।
- 7.2 इस नीति के अंतर्गत लीज पर उपलब्ध कराई गई भूमि एवं भवन से प्राप्त प्रीमियम एवं लीज रेंट की राशि फ्रैंचाइजी पंजीयन एवं नवीनीकरण शुल्क की राशि, मध्यप्रदेश राज्य पर्यटन विकास निगम में जमा करते हुए, उक्त राशि का उपयोग मार्ग सुविधा केन्द्र तथा स्थानीय पर्यटन सुविधाओं के अधोसंरचना विकास एवं संचालन में व्यय करने की अनुमति होगी ।
- 7.3 मार्ग सुविधा केन्द्रों के संचालन, संधारण, प्रबंधन एवं नियमन के संबंध में निगम एवं इकाई/संचालक/फ्रैंचाइजी के मध्य किसी विवाद की स्थिति में निराकरण हेतु प्रमुख सचिव पर्यटन, मध्यप्रदेश शासन अधिकृत होंगे तथा उनका निर्णय अंतिम एवं बाध्यकारी होगा ।
- 7.4 नीति के अंतर्गत जारी किये जाने वाले निविदा दस्तावेज, लीज अनुबंध, फ्रैंचाइजी अनुबंध दस्तावेजों के प्रारूप अनुमोदन हेतु पर्यटन विभाग, मध्यप्रदेश शासन अधिकृत होगा ।
- 7.5 इस नीति के प्रावधानों की व्याख्या, मार्गदर्शन, स्पष्टीकरण एवं आवश्यक संशोधन के लिए पर्यटन नीति के अंतर्गत मुख्य सचिव की अध्यक्षता में गठित समिति अधिकृत होगी ।

8. मध्यप्रदेश शासन, पर्यटन विभाग, मंत्रालय के आदेश दिनांक 22.02.2017 द्वारा प्रदेश में पर्यटन के विस्तार एवं प्रोत्साहन के लिए मध्यप्रदेश टूरिज्म बोर्ड का गठन किया गया है । चूंकि होटलों एवं परिवहन बेड़े के संचालन जैसी गतिविधियों को छोड़कर समस्त दायित्वों- निवेश संवर्धन, कौशल संवर्धन, विपणन, प्रचार-प्रसार, योजना आदि पर्यटन नीति 2016 में उल्लेखित समस्त दायित्वों का निर्वहन टूरिज्म बोर्ड द्वारा किया जा रहा है । अतः नीति में जहाँ-जहाँ मध्यप्रदेश राज्य पर्यटन विकास निगम उल्लेखित है वहाँ-वहाँ मध्यप्रदेश टूरिज्म बोर्ड पढ़ा जाये ।

## 9. नीति संशोधन की प्रभावशीलता

यह संशोधन मार्ग सुविधा केन्द्र नीति 2016 के प्रभावी होने के दिनांक से लागू माने जायेंगे ।





## THE POLICY FOR ESTABLISHMENT & MANAGEMENT OF WAY SIDE AMENITIES (2016) AS AMENDED 2019

The Madhya Pradesh Tourism Policy aims to promote balanced and sustainable tourism which enables socio-economic development and to establish Madhya Pradesh as a destination which provides a complete tourist experience destination. Promoting private sector investment is one of the main strategies adopted in Tourism policy to achieve this aim.



### 1. NEED FOR WAY SIDE AMENITIES:

Madhya Pradesh is a land locked state with its boundaries touching those of Maharashtra, Gujarat, Rajasthan, Uttar Pradesh and Chhattisgarh. The main highways of the country running from east to west and from north to south run across the state due to its geographical position. Therefore, inter-state and inland traffic relying mainly on roads passes through here. Within Madhya Pradesh too, due to the large area of land one has to travel long distances by roads. There is a large network of highways and rural roads in state whereby large number of tourists, businessmen and other travellers commute.

Countries with developed tourism sector have networks of wayside amenities where availability of clean toilets, food & beverage, essential personal commodities and provision for refuelling is ensured. In state of Madhya Pradesh there is no standard and efficiently managed infrastructure available presently for the travellers. Considering this fact, it is essential to establish standard Way Side Amenities in a planned way by making a policy for it, so that the travellers may get essential facilities at every 40-50 kms distance. Ministry of Tourism, Government of India too have provided for establishing Way Side Amenities (hereinafter mentioned as "WSA") in many of their schemes and have also provided for financial assistance to states from time to time. Establishment of facilities for travellers such as food and beverage with clean toilets, resting place, telephone and internet, commodity-store, first aid, parking etc. on the routes connecting tourist centers will promote tourism and will provide employment to local people.



### 2. STRATEGY:

- 2.1 Keeping in view the vast Road network & travellers convenience Madhya Pradesh Tourism Development Corporation shall develop & promote Way Side Amenities in the State.
- 2.2 Potential places and ready Brownfield Way Side Amenities shall be widely published to encourage private investment. Branding of such Way Side Amenities shall be done by M.P. State Tourism Development Corporation using its Logo and specific design.



2.3 Way Side Amenities shall be developed through the following three models -

- (i) **Brown Field Model-**Way Side Amenity will be built under budget received under different schemes of Government of India and State Government. These will be then leased out to private sector for operation.
- (ii) **Green Field Model-** Way Side Amenity on government land available with the tourism department shall be built and operated by private investors.
- (iii) **Franchisee Model-** Establishment/up gradation/development and operation of such WSAs on National/State highways/other major roads and at tourists centres.

### 3. GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF WAY SIDE AMENITIES UNDER DIFFERENT MODELS:-

#### 3.1 Brown field Model-

- 3.1.1 The Corporation shall, at the identified places, establish Way Side Amenities with facilities enumerated by Ministry of Tourism, Government of India according to guidelines issued by them.
- 3.1.2 The State Government shall made the land available to Tourism department for this purpose.
- 3.1.3 It will be an essential requirement to construct car/tourist coach/ bus parking/ food plaza/restaurant, gents and ladies toilets and wash room, changing room and provide for 24x7 water and electricity services.
- 3.1.4 Constructed Way Side Amenities shall be given to private investors through transparent tendering process. On demand from any Central/State Govt. Department/Undertaking/ Corporation /Board, such WSAs shall be transferred to them by Department of Tourism.
- 3.1.5 Constructed Way Side Amenities shall be given on 30 years lease along with 2 hectare appurtenant land. If the lessee, on successful operation of 30 years, requests to extend the lease, lease may be extended for further 30 years. On an increased lease rent 6 times of the prevailing lease rent. During the above lease period of 60 years, Way Side Amenities may be taken back by the Government of M.P. if needed.





3.1.6 The minimum upset price of the tender shall be Rs. 10.00 lakhs (rupees ten lakhs). The highest price received by tender shall be premium of land and 1% (one percent) of the premium amount shall be the annual lease rent payable every year.

3.1.7 The notice inviting tender shall be published in one national and two state news papers and shall also be uploaded on the website of Corporation.

3.1.8 The Corporation shall ensure that prior to issuing of notice inviting tenders, the unit and the appurtenant land is measured and ear marked properly, boundaries are ascertained, electricity & water supply, place for parking and approach road is made available.

3.1.9 If any extra land, excluding the area for parking and way for travellers, is available, the bidder shall be eligible to develop infrastructure for following activities:-

**A. INFRASTRUCTURES FOR WHICH ONLY INTIMATION SHALL BE SUFFICIENT:-**

- (i) Children play area
- (ii) Telephone/Internet kiosk
- (iii) Souvenir/Handicraft shop
- (iv) Baby/Handicapped persons care room/facilities
- (v) Fast food outlets/Ice-cream parlour
- (vi) Mini provision(General) store
- (vii) Vehicle repair centre/Car washing facility
- (viii) Travel Desk
- (ix) Flower shop/Books-News paper outlet
- (x) Live-Art/Handicraft display
- (xi) Other relevant activities as are decided by Managing Director, Madhya Pradesh State Tourism Development Corporation.



**B. INFRASTRUCTURES FOR WHICH PRIOR PERMISSION SHALL BE ESSENTIAL BEFORE THE CONSTRUCTION:**

- (i) Petrol Pump



- (ii) Marriage Garden
- (iii) Residential rooms
- (iv) Bank ATM
- (v) Other relevant infrastructures as are decided by Managing Director, Madhya Pradesh Tourism Development Corporation.

3.1.10 Prior permission and approval of construction plan by Managing Director of the Corporation shall be mandatory for infrastructure to be constructed for activities mentioned in aforesaid clause 3.1.9(B).

3.1.11 The additional infrastructure so constructed, if handed-over to some other person /unit to run/manage, such handing-over shall stand terminated on expiry of lease period.

3.1.12 On the expiry date of lease all the infrastructures shall suo-moto come into control of Tourism Department, Government of Madhya Pradesh continuing its exclusive ownership. No compensation shall be payable for it.

3.1.13 Sale of all the material containing tobacco, such as all kinds of Pan-masala, Gutkha, Pan, Cigarettes & Bidi etc and all kinds of explosive and crackers etc shall be completely prohibited at WSA.

3.1.14 After allotment & registration if any Way Side Amenities is totally detached from the main highway due to change in alignment, construction of over bridge or totally destroyed due to natural calamity such as earth quake, flood, land slide, tsunami, cyclonic storm, heavy rains, thunderstorm, lightening, storm etc. The lease may be cancelled with mutual consent. In such a case the premium amount deposited by the Lessee shall be refunded after deduction @ 10% per year computing from the date of execution of lease deed. Performance security shall be fully refunded without any interest.

3.1.15 Existing Way Side Amenities (Brownfield model) after allotment, execution of lease deed and successful operation of property for at least 3 (Three) years, the lessee may transfer the property to any other person/organization/legal entity & whose net worth is more than Rs. 50.00 lakh or annual turnover more than Rs. 1.00 crore in the preceding financial year. The Lessee shall have to deposit an amount equal to 10% of the premium amount in



lieu of such transfer. In such a case the new Lessee shall have to submit an affidavit that he will keep continue the operation of Way Side Amenities in coming years. Thereafter, the name of new Lessee shall be incorporated in the lease deed and all terms & conditions of the lease shall be applicable on new Lessee.

Before transfer of the property lease rent or any other amount is payable is due, the existing lessee shall have to clear all such dues with a simple interest @ 10% per year.

### **3.2. GREEN FIELD MODEL:**

- 3.2.1 For Way Side Amenities, State Government will transfer the land to Department of Tourism and Department shall provide these lands to private investors through a transparent bidding process. Constructed Way Side Amenities shall be given on 30 years lease along with 2 hectare appurtenant land. If the lessee, on successful operation of 30 years, requests to extend the lease, lease may be extended for further 30 years. On an increased lease rent 6 times of the prevailing lease rent. During the above lease period of 60 years, Way Side Amenities may be taken back by the Govt. of M.P. if needed.
- 3.2.2 A maximum of two hectares of land shall be fixed for WSA with minimum upset price of Rs. 5.00 lakhs (rupees five lakhs).
- 3.2.3 The highest price received through tender above the upset price shall be the premium of land and 1% (one percent) of this premium amount shall be the annual lease rent payable.
- 3.2.4 The notice inviting tender shall be published in one national and two state news papers and will also be uploaded on Website of the Corporation.
- 3.2.5 The Corporation shall ensure that prior to inviting tender for WSAs, the land is properly measured, ear marked and boundaries are ascertained.
- 3.2.6 It shall be essential to provide for car/tourist coach/bus parking, food plaza/restaurant, ladies and gents toilets, wash-room, changing-room, first aid facility and 24 x 7 electricity and water services at WSA and construction plan for these will need to be approved prior to construction.
- 3.2.7 Other facilities at WSA may also be constructed, subject to the instructions mentioned in clauses 3.1.9 to 3.1.13.



3.2.8 The successful bidder shall build and operate WSA within one year from the date of possession of the land. If despite effective initiatives the type of construction requires an extension, it will be considered upto a period of maximum 6 months. Only two such extentions will be permissible.

3.2.9 The land for construction of WSA shall be made available on "AS IS, WHERE IS" basis and it will be the duty of successful bidder to obtain all the necessary permissions/registration /licenses etc. and to comply with and abide by all prevailing laws, rules, orders, instructions & guidelines of Government.

3.2.10 Existing Way Side Amenities (Greenfield model) after allotment, execution of lease deed and successful operation of property for at least 3 (Three) years, the lessee may transfer the property to any other person/organization/legal entity & whose net worth is more than Rs. 50.00 lakh or annual turnover more than Rs. 1.00 crore in the preceding financial year. The Lessee shall have a deposit an amount equal to 10% of the premium amount in lieu of such transfer. In such a case the new Lessee shall have to submit an affidavit that he will keep continue the operation of Way Side Amenity in coming years. Thereafter, the name of new Lessee shall be incorporated in the lease deed and all terms & conditions of the lease shall be applicable on new Lessee.

Before transfer of the property lease rent or any other amount is payable, the existing lessee shall have to clear all such dues with a simple interest @ 10% per year.

### **3.3 THE FRANCHISEE MODEL:**

3.3.1 Any tourist facilitation centre already operational/ under construction or proposed on National/State highways/other major roads by a private investor shall be tagged as Way Side Amenity and be permitted by M.P. State Tourism Development Corporation to operate it on franchise modal.

3.3.2 It is essential that such franchisee facilities are run/are proposed to be run out side Municipal boundaries of any town/city.

3.3.3 It shall be mandatory to get a franchisee license that construction and management of travellers facilities is carried out as per the standard norms fixed by M.P. Tourism Development Corporation. The Corporation shall make "LOGO", "BRANDING" and other quality standards conditions available to franchisee.



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- 3.3.4 M.P. Tourism Development Corporation shall from time to time advertise for inviting franchisee applications.
- 3.3.5 If found suitable on prescribed norms, for registration as franchise Rs. 1.00 lakh non-refundable franchise fees shall be charged. In addition to the franchise fee an amount of Rs. 25,000/- shall be payable as renewal fee every year.
- 3.3.6 Normally the franchise shall be given to the identified unit on the basis of suitability and fulfilment of prescribed norms.
- 3.3.7 Activities prohibited for brown field and green field models shall be strictly prohibited for franchisee unit too.
- 3.3.8 Management/operation of franchisee units shall be inspected once in every six months period by the Corporation or by an agency appointed by them and the inspection report shall be submitted to the Managing Director of the Corporation.
- 3.3.9 On any default in operation of the unit as per norms, M.P. State Tourism Development Corporation shall give one month notice to the operator to rectify the cause of default. If the operator is found 3 times committing of default the registration of franchise will be terminated and franchise fee shall be forfeited.

**4. Setting up of Way Side Amenities on National/State highway/other roads with the Association of Oil companies.**

- 4.1 The lessee may be permitted to sub-lease to Oil Companies, the additional land available with the allotted Way Side Amenity for establishment of Petrol Pump. Terms & conditions shall be determined by the Oil Company, Managing Director, M.P. Tourism Board.
- 4.2 The validity of the sub lease shall be effective till the validity of the original lease deed registered for Way Side Amenity. In case the original lease deed of Way Side Amenity is terminated prior to its duration the sub lease shall automatically deemed to be cancelled. If the Oil Company prefers to run the Way Side Amenity on the same terms and conditions of the lease deed, the Way Side Amenity may be transferred to them.
- 4.3 Any Oil Company may participate in bidding process of Brownfield Way Side Amenity for setting up of a Petrol Pump provided that they themselves operate it.





4.4 Tenders can be floated exclusively for Oil Companies for establishment of Petrol pumps along with Way Side Amenities on the lands identified for Greenfield Way Side Amenities.

4.5 If Oil Companies/Petrol pump owners/firms/ companies willing to set up Way Side Amenity along with petrol pumps may be given franchise as per provisions of Policy. In such cases preference shall be given in allotment of franchise.

4.6 Permission for setting up Petrol pump at Greenfield and Brownfield Way Side Amenities shall be given on following terms & conditions :-

1. Only 10,000 sq.ft. land could be used for petrol pump. In case more land required for this purpose according to norms of oil company, Managing Director, M.P. Tourism Board may take decision to permit use of land more than 1,00,000 feet after ascertaining the availability of land.
2. While setting up Petrol pump it should be insured mandatorily that the rudimentary character of the Way Side Amenity is kept unchanged. No posters/flakes/ advertisement board etc. are deployed on the poles, trees etc.

#### **5. DUTIES AND POWERS OF MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION:**

5.1 For the purpose of 'branding', the Corporation shall provide logo, advertisement material and design to the Franchisee holder.

5.2 Such franchisee units shall be given marketing support by putting up hoardings/display boards on roads and by giving them a presence on advertisement material developed by the corporation. They shall also be invited to marketing events.

5.3 The Corporation shall display on approach road to the unit at 1000/500/100 meter distances the signage about the unit with the standard branding once. The maintenance of these information displays shall be the duty of that particular unit.

5.4 The Corporation shall ensure that infrastructure is made and the unit is run as per the standards and norms fixed for it and the continuous breach shall call for an action according to lease agreement.

5.5 The Corporation shall provide necessary help and guidance for



proper operation of unit and shall also provide skill development training, as and when required.

- 5.6 The Corporation shall have the right to draft and decide necessary proformas for application, check-list, inspection-report, compliance report and other necessary proformas needed for construction, running, managing and granting franchisee for WSAs. Corporation shall also have the right to enforce these.
- 5.7 The Corporation shall have the right and execute, lease, licence, tender, format, RFP and other documents as per provisions of this policy.
- 5.8 The Corporation shall, as per provisions of policy, have the right to receive premium, lease rent, license fee, franchisee fee, registration fee and other amounts and deposit them in the account of the Corporation. The Corporation shall also have right to spend for development and management of WSAs and other local tourist facilities developed by the tourism department as per guidelines.
- 5.9 The Corporation shall have right to such administrative powers as are deemed to be necessary under the provisions of policy for development, running, managing, maintenance and regularization by Managing Director of the corporation.

## **6. DUTIES AND POWERS OF FRANCHISEE**

- 6.1 The construction and running / managing of infrastructure shall be carried out as per standards and norms fixed by the Corporation and suggestions/guidance of the Corporation shall be followed.
- 6.2 All the amounts payable to Corporation shall be paid on time fixed for it.
- 6.3 All the permissions/registration/licenses shall be applied for & obtained for construction of infrastructure and carrying on the activities/business.
- 6.4 There shall always be friendly and cordial behaviour with tourists and travellers and top priority shall be given to their safety.
- 6.5 Arrangements for receiving complaints and immediately resolving them shall be made. Such arrangements shall be



prominently displayed at the unit.

- 6.6 It shall be ensured that conditions laid down in the lease agreement, franchisee agreement etc. executed with the corporation are strictly followed and carried out.
- 6.7 The unit shall have right to use logo, designs and other publicity material decided by Corporation for its marketing and no other logo designs etc. shall be used by the unit.
- 6.8 The unit shall be able to use expertise of Corporation in construction, maintenance and operation of the WSA in this connection.
- 6.9 It should be ensured by the operator of Way Side Amenities / Franchisee that separate Rest rooms for Ladies and Gents are provided and are kept in a highly maintained clean & hygienic condition regularly. Healthy & hygienic environment to maintain all the time as per norms set by Tourism Department. The operator of Way Side Amenity shall ensure that the operation manual & instructions issued by Department are strictly adhered to.

## **7. MISCELLANEOUS**

- 7.1 Managing Director of the Corporation shall be authorized for the implementation of the policy.
- 7.2 The amount of premium and lease rent received for the land leased out under the provisions of this policy shall be deposited with the Corporation and the Corporation shall have powers to spend it for the purpose of developing and maintaining WSAs and other local facilities for travellers as per guidelines issued by the Tourism Department.
- 7.3 Principal Secretary, Govt. of Madhya Pradesh, Department of Tourism shall be the authority to hear and decide any dispute arising between the Corporation, the unit/operation/franchisee or between any two of them regarding running, maintenance, management and regularization of WSAs. The decision of Principal Secretary shall be final and binding.
- 7.4 Department of Tourism, Government of Madhya Pradesh shall be authorized to approve the draft of the tender documents, lease agreements and franchisee agreements.





7.5 A committee constituted under the Chairmanship of the Chief Secretary shall be empowered for elaborating, giving guidance, clarifying and amending this policy.

8. Government of Madhya Pradesh, Department of Tourism has constituted M.P. Tourism Board vide order dated 22/02/2017 for development & promotion of tourism. As the M.P. Tourism Board is implementing all activities, other than operation of Hotels & Transport fleet, such as Investment Promotion, Skill Development, Marketing, Publicity, Planning etc. according to Tourism Policy 2016, therefore, in the Policy wherever M.P. State Tourism Development Corporation is mentioned may be substituted by M.P. Tourism Board.



**9. Effectiveness of Ammendments**

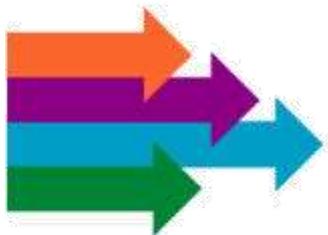
All amendments shall be assumed to be effective from the date of issuance of the Way Side Amenities Policy 2016.

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**Note :** for any clarification notified hindi version shall be referred.



## 18. Annexure 4: Way Side Amenity Operation Manual



मिडवे ट्रीट  
संचालन  
निर्देशिका



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॥ अतिथी देवो भव ॥  
ॐ नमो भगवते वासुदेवाय



मध्यप्रदेश राज्य पर्यटन विकास निगम द्वारा लीज पर दी गई मिडवे ट्रीट (WSA) के सुचारु संचालन एवं नियंत्रण हेतु मार्गदर्शिका में उल्लेखित नियमों का पालन अतिआवश्यक है।

### 1 स्वागत कक्ष

1. स्वागत कक्ष में आने वाले प्रत्येक अतिथियों का अभिनंदन/अभिवादन करे।
2. महिलाओं से सम्बंधित अपराध की रोकथाम के लिये पुलिस हेल्प लाइन का नम्बर 1090 एवं पर्यटकों को पर्यटन संबंधी जानकारी के लिये टोल फ्री नम्बर 1800 233 7777 की जानकारी स्वागत कक्ष पर प्रदर्शित करें। साथ ही पर्यटकों को जानकारी दें।
3. स्वागत कक्ष में उपलब्ध टेलीफोन तत्काल अटैंड किया जावे।
4. इकाई के स्वागत कक्ष पर मध्यप्रदेश पर्यटन का प्रोशर निःशुल्क उपलब्ध हो।
5. इकाई में फर्स्ट एड बॉक्स आवश्यकतानुसार उपलब्ध होना चाहिये।
6. स्वागत कक्ष पर होटल के आस-पास उपलब्ध शहर के अच्छे डॉक्टरों के टेलीफोन नम्बर उपलब्ध हों।

### 2 कैंफेटेरिया

1. सभी कर्मचारी निर्धारित यूनिफार्म में हों, उनकी शेव बनी हुई हों, जूते पॉलिश किये हुये हो तथा नाखून कटे हुये हों। जो भी कर्मचारी खान-पान हैंडल करते हैं उनके नाखून तथा बाल कटे होने चाहिये। पकाने वाले/सर्विस करने वाले हैंड ग्लब्स पहनकर सर्विस करें। साफ-सुथरा दिखना चाहिये।
2. गेस्ट हमेशा सही है, उससे बहस नहीं करना चाहिये। किसी भी अतिथि को उंगली दिखाकर किसी भी तरीके का इशारा न करें।
3. चटके हुए एवं दाग लगे हुए ग्लास, प्लेट तथा कप इत्यादि का उपयोग न करें।



4. बना हुआ खाना सर्विस ट्रे तथा क्राकरी/कटलरी को फर्श पर न रखा जावे।
5. पैक भोजन में चम्मच, पेपर नेपकिन तथा आवश्यकतानुसार नमक, मिर्ची, सॉस तथा अचार के सैशे रखे जाने चाहिये।
6. इकाइयों में सभी तरह के साफ्ट ड्रिंक जैसे-पेप्सी, कोक, लिम्का, सोडा, फ्रूटी, मिनरल वाटर एवं आईसक्रीम आदि विशेष ब्राण्ड की ही क्रय की जावे। फ्रूटी, मिनरल वाटर आदि खरीदते समय उसके निर्माण की तिथि अवश्य देखी जावे तथा फ्रिज में रखने के पूर्व साफ कर ली जावे।
7. इकाइयों तथा रेस्टारेंट में कोल्ड ड्रिंक्स/साफ्ट ड्रिंक्स को गिलास में तथा वेफर्स/चिप्स/अन्य कई पैकेट्स में बंद वस्तुओं को प्लेट में डालकर सर्व किया जावे।

### 3 किचन

1. किचन के टाईल्स एवं फर्श की साफ-सफाई नियमित रूप से की जावे।
2. किचन में सामग्री आवश्यकतानुसार ही रखी जावे तथा शेष सामग्री स्टोर में रखी जावे।
3. गैस पाईपलाइन के ऊपर लाल रंग का पेंट करवाया जावे तथा लीकेज को बराबर चेक करते रहे। गैस बैंक की चैकिंग नियमित की जाये। गैस बर्नस की रोज सफाई की जाये।
4. किचन में स्टेनलेस स्टील के चाकू-छुरियों का ही उपयोग किया जावे।
5. किचन में साग-सब्जी का धोकर उपयोग किया जावे।  
में पॉलिथिन अथवा पुराने अखबारों का उपयोग ना किया जावे।
6. खाद्य सामग्री एवं आवश्यक सब्जी निर्धारित स्थान पर रखी जावे।
7. किचन के स्टोर में रखी गई सामग्री के डिब्बों पर सामग्री का नाम अंकित किया जावे।
8. कुकिंग रेंज, सिंक, टेबल टॉप एवं यूटेन्सिल्स आदि को सोप सोल्युशन से धुलवाकर एवं सुखाकर रखा जावे।

9. किचन में नियमित रूप से पेस्ट कंट्रोल ट्रीटमेंट करवाया जावे।
10. सभी पकी हुई खाद्य सामग्री एल्युमीनियम फाइल अथवा डक्कन से ढकी हुई रखना चाहिये।
11. शाकाहारी, मांसाहारी एवं फिश के लिये चॉपिंग बोर्ड हरे, लाल, सफेद होने चाहिये एवं स्थान अलग-अलग हो। काटने के चाकू भी तीन प्रकार के हो।
12. डेयरी पदार्थ शाकाहारी एवं मांसाहारी खाद्य सामग्री रखने के लिये डीप फ्रिज/फ्रिज अलग होने चाहिये।
13. वेट गार्बेज पिट अच्छी तरह से ढंका हो, उसमें पॉलिथिन/प्लास्टिक ना डाला जावे।
14. खाद्य सामग्री/टिंड प्रोडक्ट उतम स्तर का ही क्रय किये जावे।
15. कुक/हेल्पर पूर्ण बर्दी, एप्रेन एवं शैफ कैप पहनकर ही काम करें।
16. किचन में इस्तेमाल होने वाले डस्टर साफ-सुथरे हों।
17. जो भी कर्मचारी खान-पान हेन्डल करते हैं उनके नाखून तथा बाल कटे होने चाहिये। पकाने वाले/सर्विस करने वाले हैंड ग्लव्स पहनकर सर्विस करें।
18. मटन, चिकन, फिश, क्रीम, पनीर आदि उच्च स्तर का ही खरीदा जावे।
19. बटर, चिकन, टोमेटो सूप अथवा बिरयानी आदि में रंग आदि का उपयोग नहीं किया जावे।
20. ताजी सब्जियाँ, ताजे फल, ताजी ब्रेड, ताजा पनीर, ताजी क्रीम, ताजा दूध, अण्डे आदि सामग्री के नियमित उपलब्धता की व्यवस्था की जावे।
21. यह सुनिश्चित कर लिया जावे कि समस्त खाद्य सामग्री इकाई पर उपलब्ध हो, उदाहरण के लिये मिनरल वाटर, कोल्ड ड्रिंक, फ्रूटी, सोडा, समस्त प्रकार के जूस, फ्रूड कावटेल, बटर, सफोला तेल, डबल रिफाईन्ड तेल, अच्छे स्तर का आटा, दलिया, कॉर्नफ्लेक्स, चीज, जैम, मामलेड, शहद, शुगर फ्री टेबलेट, कस्टर शुगर, शुगर क्यूब, टी बैग, अच्छी क्वालिटी का बेसन, मैदा, अरारोट, ग्रीन लेबल टी एवं रेड लेबल टी, नैस्कीफे, ग्राईडेड काफी, स्ट्रा, व्हाइट पेपर, मस्टर्ड पावडर, कस्टर्ड पावडर, टमाटो सास, टमाटो कैचअप, टमाटो प्यूरी,



धिली सास, टोबैस्को सास, वोस्टर सास, विनेगर एवं देशी घी इत्यादि।

22. किचन के दरवाजे अनावश्यक रूप से खुले नहीं रखे जाये तथा मक्खियों एवं मच्छरों से खाद्य सामग्री के बचाव पर विशेष ध्यान दिया जावे। दरवाजे तथा खिड़की पर जाली का प्रावधान हो।
23. बना हुआ खाना तथा क्राकरी/कटलरी को फर्श पर न रखा जावे।
24. कच्ची सामग्री जैसे चिकन/मटन/फिश/पनीर/सब्जी आदि पॉलिथिन में पैक कर फ्रीज/डीप फ्रीज में रखी जावे ताकि मांसाहारी खाद्य सामग्री एवं शाकाहारी खाद्य सामग्री आपस में मिक्स ना हो अथवा यदि उपलब्ध हो तो अलग-अलग फ्रिज/डीप फ्रिज में रखे।
25. किचन के पीछे नियमित सफाई रखें वहाँ पर खाली बोतलों व टीन के ढेर न रखे जाये।

#### 4 हाउसकीपिंग /मैटेनेन्स

1. इकाई में पानी के टेप, डब्ल्यू.सी. सभी लाइट प्वाइंट, फेन, एवं एग्जास्ट फेन आदि चालू हालत में हो।
2. इकाईयों में पेस्ट कंट्रोल ट्रीटमेंट करवाया जावे।
3. किचन की सफाई, लॉबी की सफाई, पब्लिक टायलेट की सफाई एवं होटल के बाहरी प्रांगण, प्रवेश द्वार की सफाई पर ध्यान दिया जावे।
4. किसी भी इकाई में टूटी हुई कुर्सियाँ अथवा टूटा फर्नीचर न हो।
5. इकाईयों में एक्वागार्ड भलीभांति साफ करवाये जाये तथा ए.एम.सी. करायी जाये।
6. सभी इकाईयों में पानी की टंकियों को साफ करवा लिया जावे एवं वाटर फिल्टर आदि में यदि कैण्डल बदलने की आवश्यकता हो तो उन्हें बदलवाया जावे। यदि कैण्डल साफ करवाने की आवश्यकता हो तो उसे साफ करवाया जावे एवं ए.सी. के पैड साफ करवा लिये जावे। पानी की टंकी पर सफाई की तारीख अंकित की जाये।
7. वर्षा ऋतु के पहले सीवरेज टैंक अथवा नालियों एवं छत की सफाई करवायी जावे। यह सुनिश्चित किया जावे कि इकाई की छत पर कचरा अथवा टूटी-फूटी बोतलें न पड़ी हो।



8. रेफ्रिजरेटर तथा डीप फ्रीजर/वाटर कूलर/बाटल कूलर भी प्रत्येक सप्ताह साफ करवाये जावे, जिससे कि उसमें काकरोच एवं कीड़े आदि न रहे।

#### 5 लेखा

1. मैनु बोर्ड पर प्रदर्शित किया जाये।
2. ग्राहकों से भुगतान उचित मूल्य पर प्राप्त किया जाये।
3. ग्राहकों को टिन तथा सर्विस टैक्स नम्बर के साथ बिल प्रदाय किया जाये।
4. इकाई के चालन हेतु सभी आवश्यक लायसेंस संबंधित विभाग से प्राप्त किये जायें तथा उनकी प्रति पर्यटन विकास निगम को प्रेषित की जाये।
5. समस्त लायसेंसों का समयाविधि में नवीनीकरण किया जाना सुनिश्चित किया जाये तथा नवीनीकृत लायसेंसों की प्रति भी पर्यटन विकास निगम को प्रेषित की जाये।
6. इकाई में नियमानुसार लगने वाले टैक्स हेतु संबंधित विभागों/संस्थाओं से पंजीकरण करवाया जाये।
7. सभी टैक्स संबंधित विभागों में समय पर भुगतान किया जाये एवं संबंधित विभागों में समयावधि में रिटर्न जमा कर एक प्रति मध्यप्रदेश पर्यटन विकास निगम में प्रेषित की जाये।
8. सभी करों के भुगतान के प्रतिवेदन मध्यप्रदेश पर्यटन विकास निगम में प्रति उपलब्ध कराना अनिवार्य होगा।
9. इकाई के सभी लायसेंस की प्रति फ्रेम बनवाकर कार्यालय में प्रदर्शित की जाये।

#### 6 स्टोर

1. समस्त सामग्री पर लेबिल लगाकर रखा जाये।
2. खाद्य सामग्री के लिये स्टील के टिन/बर्तन रखे जाये।
3. खाद्य सामग्री के स्टोर में किसी भी प्रकार की चूहेमार अथवा अन्य





दवाई ना रखी जाये।

4. पैकिंग तारीख देख कर ही डिब्बा बंद सामग्री क्रय की जाये तथा जो सामग्री पहले खरीदी है को आगे रखे और जो बाद में खरीदी है उसे पीछे रखे।
5. एकसपायरी डेट की सामग्री को अलग रखे और नियमित रूप से नष्ट की जाए।

## 7 विविध

1. इकाइयों में अग्निशामक यंत्र अनिवार्य होना चाहिये। अग्निशामक यंत्र का समय-समय पर रख-रखाव, रिफिल कराया जाना आवश्यक है तथा रिफिलिंग की तारीख अंकित की जाये।
2. समस्त इकाइयों में कार्यरत नियमित कर्मचारियों के परिचय-पत्र अनिवार्य रूप से बनवाये जावे एवं समय समय पर शासकीय डॉक्टर द्वारा स्वास्थ्य परीक्षण भी किया जाए।
3. पानी की टंकी की सफाई समय अनुसार की जाए।
4. इकाइयों में गार्डन अम्ब्रेला लगवाया जावे।
5. छव उवापदर्हवदम का पालन किया जावे।
6. गार्डनिंग तथा लॉन को मैन्टेन रखा जावे।
7. गार्बेज डिस्पोजल व्यवस्था होना आवश्यक है।
8. इकाई से संबंधित समस्त लायसेंस जैसे फूड लायसेंस आदि नियमानुसार एवं समयावधि में प्राप्त किये जावे।
9. सम्पत्तियों के बीमा संबंधी कार्यवाही भी नियमानुसार प्रतिपादित की जावे तथा किसी भी नुकसान अथवा भरपाई के लिए तत्काल प्रकरण तैयार कर आवश्यक मुआवजा प्राप्त किया जावे।
10. इकाई के मूल रूप में उन्नयन, वृद्धि एवं नवीनीकरण के पूर्व मध्यप्रदेश पर्यटन विकास निगम द्वारा स्वीकृति लिया जाना आवश्यक होगा।
11. इकाई के मूल स्वरूप (प्लान चार्ट) में किए गए उन्नयन वृद्धि तथा नवीनीकरण से संबंधित स्वकृति की जानकारी।



12. इकाई संचाल हेतु उपलब्ध लाईसेन्स की वेधता।
13. इकाई के द्वारा जमा किये गए कर की जानकारी।

## 8 इकाई प्रभारी/मालिक द्वारा प्रतिदिन किये जाने वाले जाँच/कार्यों की सूची

- 1/ किचन/रेस्टोरेंट/बार एवं वाशिंग ऐरिये का निरीक्षण कर बेहतर स्तर की सफाई सुनिश्चित करना।
- 2/ कर्मचारी यूनिफार्म में है यह सुनिश्चित करना एवं समय-समय पर अलग-अलग विभाग के कर्मचारियों का ब्रीफिंग सुनिश्चित करना।
- 3/ कर्मचारियों की व्यक्तिगत स्वच्छता को सुनिश्चित करना।
- 4/ अधिक से अधिक पर्यटक/अतिथियों से संपर्क करना।
- 5/ इकाई में लगा हुआ किचन/रेस्टोरेंट एवं विद्युत उपकरण चालू हालत में है यह सुनिश्चित करना।
- 6/ लान एवं पेड़ पौधों की देख-रेख समुचित करना।
- 5/ इकाई में लगा हुआ किचन/रेस्टोरेंट एवं विद्युत उपकरण चालू हालत में है यह सुनिश्चित करना।
- 7/ पार्किंग एरिया तथा पब्लिक टॉयलेट की साफ-सफाई चैक करना।



**9 क्षेत्रीय प्रबंधक द्वारा प्रेमासिक किराये वाले  
निरीक्षण प्रतिवेदन**

1	इकाई का नाम	
2	इकाई के निरीक्षण की दिनांक	
3	इकाई के प्रभारी/मालिक का नाम	
4	इकाई में पदस्थ स्टाफ की कुल संख्या	
5	स्टाफ यूनिफार्म की स्थिति	
6	इकाई के साफ सफाई की स्थिति (अ) स्वागत कक्ष (ब) रेस्टोरेन्ट (स) किचन (द) खाने की सामग्री का स्टोर (ध) पार्किंग एरिया (य) गार्डन	
7	विशेष टीप (अ) इकाई संचालन हेतु उपलब्ध लाइसेन्स की वैधता (ब) इकाई द्वारा जमा किये गये करों की जानकारी (स) इकाई के मूल स्वरूप (Site Plan) में किये गये उन्नयन वृद्धि तथा नवीनीकरण से संबंधित स्वीकृति की जानकारी	

निरीक्षणकर्ता के हस्ताक्षर  
पद एवं पदस्थापना

