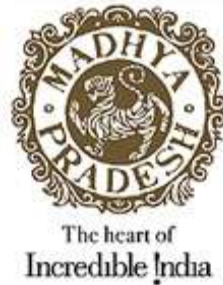


# **MADHYA PRADESH TOURISM BOARD**

Request for Proposal for Development of Hotel/Resort/Wellness Centre at  
Village Mahalgaon District Alirajpur in Madhya Pradesh

## **Information and Instructions to Bidders**

**2018**



Address : **MADHYA PRADESH TOURISM BOARD.**  
Lily Trade Wing(Old Lily Talkies),6th Floor,  
Jahangirabad, BHOPAL- 462008 (INDIA)  
Contact-0755-2780652/651/639  
Email-dirtpu@mptourism.com, tpu@mptourism.com

## **MADHYA PRADESH TOURISM BOARD**

Lily Trade Wing(Old Lily Talkies),6th Floor,  
Jehangirabad, BHOPAL- 462008 (INDIA)

**TENDER NO 4350/ MPTB /IP/2018**

**Dated: 22/09/2018**

### **REQUEST FOR PROPOSAL**

MADHYA PRADESH TOURISM BOARD (MPTB) is interested in developing the following land parcels through DBFOT mode.

<b>S.N</b>	<b>Village</b>	<b>Tehsil</b>	<b>District</b>	<b>Khasra No.</b>	<b>Area in Hectare</b>	<b>Proposed activity</b>
1.	Mahalgaon	Sondva	Alirajpur	319	2.00	Hotel/Resort/Wellness Centre

The RFP documents can be downloaded from web site [www.mpeproc.gov.in](http://www.mpeproc.gov.in) before the bid due date. The bidders are requested to submit the tender fee and bid security amount only online through e-payment.

**MANAGING DIRECTOR**

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## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided

The RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## 1. INTRODUCTION

### 1.1 Background

1.1.1 The MADHYA PRADESH TOURISM BOARD (MPTB) (the "Authority") has been formed with an objective of promoting tourism in the state of Madhya Pradesh. The Government of Madhya Pradesh, Department of Tourism has issued a policy for allotment of Government land for the development of tourism in the state. The Authority has been appointed as the nodal agency for allotment of land. In accordance with the state policy and in pursuance of its objectives, the Authority has decided to undertake development of tourism facilities at Village Mahalgaon District Alirajpur in the state of Madhya Pradesh to be executed on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis (the "Project") through Private Sector Participation (PSP) and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.

The Authority intends to select suitable applicant who will be eligible for, awarding the Project through an open online competitive bidding process in accordance with the procedure set out herein. The land parcel is as follows :

- *Village at Village Mahalgaon Tehsil Sondva District Alirajpur – hectare 2.00*
- *The selected Bidder, who is either single entity or in case of consortium a Special Purpose Vehicle (SPV) formed by the Consortium prior to execution of the Lease Deed (the "Lessee") shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of this RFP and a long term lease deed (the "Lease Deed") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto and also with the terms of this RFP. The lease period (the "Lease Period") shall be of 90 (ninety) years commencing from Appointed Date i.e. the date of signing the lease deed.*

1.1.2 (i). The scope of work will broadly include development of Hotel/Resort/Wellness Centre at Village Mahalgaon District Alirajpur with a minimum investment not less than 2.00 crore, and operation and maintenance thereof till the period of 90 (ninety) years in accordance with the terms and conditions of RFP and the long term Lease Deed. The Selected Bidder shall carry out development of the Project and operation and maintenance thereof till the period of 90 (ninety) years in accordance with the terms and conditions of this RFP and the long term Lease Deed. The Selected Bidder shall carry out development as per applicable laws and regulations. The Bidder can collect appropriate user charges from the users using the Project.

1.1.3 In lieu of the developmental and operational rights of the site, the Selected Bidder shall provide a onetime Upfront Premium and GST as applicable on premium amount to the Authority. In addition to Upfront Premium the Selected Bidder shall pay an annual lease rental equal to 1% of the Selected Price Bid and GST as applicable on Lease rental; per year as per Tourism Department's Land Allotment Policy 2016.

1.1.4 The Authority shall receive the bids (the "Bids") pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.1 for submission of Bids (the "Bid Due Date").

## 1.2 Brief description of Bidding Process:

1.2.1 The authority has adopted single stage two-step online process through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) (referred to as the “Bidding Process”) for selection of the Bidder for award of the project. All applicants shall submit their Technical Bid and Financial Bid against this RFP in a single stage (“the Bidder”). The first step of the process involves qualification of interested parties on the basis of the Technical Bid submitted by the Bidders in accordance with the provisions of RFP. At the end of the first step, the Authority shall shortlist 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.

Government of India has issued guidelines (see Appendix-VI) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. The Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-1.

1.2.2 The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3.1 for submission of bids (the “Bid Due Date”).

1.2.3 The bidding documents (the “Bidding Documents”) include this RFP and draft Lease Deed for the Project. The aforesaid documents and any addenda issued subsequent to this RFP document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2.4 Tender can be downloaded from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) before the tender Due Date. The Bidders are requested to submit the Tender Fee and Bid Security online through e-payment, and all bidders are required to follow the tendering process as under :- No other mode of payment shall be permissible in this regard.

S.No.	Title	Description
1.	Website	Bidders can have access to free view of tenders by using centralizer Govt. of Madhya Pradesh portal ( <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> ) of various departments.
2.	Live Tenders	To download/view the tender notifications and corrigendum free of cost from website, follow the steps given below :- <ol style="list-style-type: none"><li>1. Click on “TENDER” after opening the e-Procurement website.</li><li>2. Provide all or any one of the options like “Tender Number”, “Region”, “Estimated Cost”, “Purchase of Tender Date (from and to)”, “Bid Submission End Date” or “any key words from Tender Description”.</li><li>3. Click “Submit” to view the results. A list of tenders will appear on the Screen.</li><li>4. Click to print the notification.</li><li>5. Click to view the cost free documents.</li></ol>



3.	Registration & Digital Signatures	<p>For all the users it is mandatory to procure the Digital Signatures. For Digital Signature contact e-Procurement Help Desk. Contractors/ Vendors/Bidders/Suppliers are requested to follow the below steps for registration :-</p> <ol style="list-style-type: none"> <li>1. Click "Register", fill the online registration form.</li> <li>2. Pay the amount of Rs. 500/- + Taxes as applicable – through Internet Payment Gateway. Any of the Master/Visa card will be accepted.</li> <li>3. Send the acknowledgement copy to eproc-helpdesk@mpsdc.com For verification.</li> <li>4. As soon as the verification is being done the e-Procurement user id Will be enabled.</li> <li>5. Before making the payment the Contractor/Vendor/Bidder will have to upload the following documents in scanned form in the website : Documents to upload :- (a) Company Address Proof (b) PAN Card (c) Company Registration Certificate.</li> </ol>
4.	Participation in the Tender	<p>After viewing the Tender Notification, if bidder intends to participate in tender, he has to use his e-Procurement User Id and Password which has been received after registration and acquisition of DSCs.</p>
5.	Login	<p>If Bidders wants to participate in the tender he will have to follow the instructions given below :-</p> <ol style="list-style-type: none"> <li>1. Insert the PKI (which consist of your Digital Signature Certificate) In your System. (Note Make sure that necessary software of PKI be installed in your System).</li> <li>2. Click / Double Click to open the Microsoft Internet Explorer (This Icon will be located on the Desktop of the computer). Or</li> <li>3. Go to Start &gt; Programes &gt; Internet Explorer.</li> <li>4. Type www.mpeproc.gov.in in the address bar, to access the Login Screen.</li> <li>5. Enter e-Procurement User Id and Password, click on "Go".</li> <li>6. Click on "Click here to login" for selecting the Digital Signature Certificate.</li> <li>7. Select the Certificate and enter DSC Password.</li> <li>8. Re-enter the e-Procurement User Id Password.</li> <li>9. Select the Departments from the drop box with which intends to Participate in the tender.</li> </ol>
6.	Online Request for the Tender	<p>To make an request for Tender Document Contractors/Vendors/ Bidders/Suppliers will have to follow below mentioned steps :-</p> <ol style="list-style-type: none"> <li>1. Click "Un-Applied" to view/apply for new tenders.</li> <li>2. Click on for online request.</li> <li>3. Pay the Tender Fee/Processing Fee online.</li> <li>4. Click "Select Department" to switch over from one department</li> </ol>

		to another.
7.	Download Documents	<p>After making the request Contractors/Vendors/Bidders/Suppliers will receive the Tender Documents which can be checked and downloaded by following the below steps :-</p> <ol style="list-style-type: none"> <li>1. Click to view the tender documents which are received by the user.</li> <li>2. Tender document screen appears.</li> <li>3. Click "Click here to download" to download the documents.</li> </ol>
8.	Upload files – Technical Sheet/ Price Sheet / EMD/mandatory documents	<p>To upload the supporting documents Contractors / Vendors / Bidders / Suppliers will have to follow the below mentioned steps :-</p> <ol style="list-style-type: none"> <li>1. Click "Click here to Attach the General Documents" to upload all the Documents which are already saved in the vendor profile. This is the Important and first step to be performed to avoid disqualification.</li> <li>2. Click "Click here to enter EMD Details" to feed the EMD details and Upload the scanned EMD.</li> <li>3. You can opt for OTC or NEFT to pay EMD/form fee online.</li> <li>4. When the user finishes with the payment of EMD, the "Red colour" Will automatically turn to "Black colour" which reflects that the user is two steps ahead for the submission.</li> <li>5. Click "Click here to Download Empty Document" to download the Technical/Pice Sheet and fill the same without changing the "File Name" and save on to the computer.</li> <li>6. Click "Click here to Upload the Filled File", select the filled file which Was already filled and saved in the same name. Click "OK" to upload the filled Technical/Price Sheet to the tender.</li> <li>7. Note that when the user uploads the filled Technical / Price Sheet, The "Red colour" will automatically turn to "Black colour" which Reflects that user is ready for the final submission.</li> <li>8. Provide the entire mandatory documents (if any) requested by the official.</li> </ol>
9.	To Upload / attach the additional documents	<p>Once the supporting documents are uploaded, these are to be attached with the tender by following steps :-</p> <ol style="list-style-type: none"> <li>1. To attach the additional documents to any tender click "Document Library" and upload the same.</li> <li>2. Attach the required documents to the concerned tenders from General documents section to the tender document screen.</li> </ol>
10.	To Submit the Tender	<p>After completing all the formalities Contractors / Vendors / Bidders / Suppliers will have to submit the tender and they must take care of following instructions :-</p> <ol style="list-style-type: none"> <li>1. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be revised.</li> <li>2. Note down / take a print of bid control number once it displayed on The screen.</li> </ol>
11.	To participate for the opening	<ol style="list-style-type: none"> <li>1. Tender opening event can be viewed online</li> <li>2. Competitors bid sheets are available in the website for all.</li> </ol>

12.	e-Procurement Help Desk	Help Desk Contact Details :- Toll free Numbers : 18002588684 Shri Abhishek Sharma Mob. 09074774846 Training for E-Tendering is provided at TCS Help-Desk, 5 <sup>th</sup> floor, DB Mall Daily from 11.00 am to 17.00 pm Monday to Saturday. E-mail : eproc-helpdesk@mpsdc.com
13.	Grievance Redressent	Shri N.K. Brahme, Mob. +91 9425008086 Shri Basant Singh, Mob. + 918818881951

1.2.5 **(A) Bid Security** : A Bidder is required to deposit online through e-payment along with its Bid a Bid Security equivalent to Rs. 10.00 lakh (Rs. Ten lakh) (the “Bid Security”) for land parcel bided for, refundable not later than 60 days from the Bid Due Date or from the date of execution of agreement with the Selected Bidder, whichever is later, except in the case of the highest Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

**(B) 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’ 10% of the project cost quoted by the successful bidder before signing the lease deed. This Performance Security should be provided as per the following details :

(i) The amount of the Performance Security shall be valid up to the issue of Commissioning date;

(ii) The aforesaid Performance security shall be furnished by way of FDR or unconditional and irrevocable Bank Guarantee as per the format provided at Appendix III in favor of ‘Madhya Pradesh Tourism Board’.

1.2.6 Generally, the Selected Bidder shall be the Highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in section 3 of the RFP, may be invited to match the Bid submitted by the highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

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

1.2.8 The minimum Upset price (the “Upset Price”) for the land parcel is as follows :-

Land Parcel	Upset Price
Village Mahalgaon District Alirajpur	Rs. 10.00 lakh(Ten Lakh Only)

The Bidder shall quote Upfront Premium in the Financial Bid (in rupees) more than Upset Price.

- 1.2.9 **(A)** Bids are invited for the Project on the basis of the highest upfront premium to be quoted in the Financial Bid (the “Upfront Premium”). The Bidder shall quote Upfront Premium more than the Upset Price as indicated in Clause 1.2.8 . The Lease Period for the Project is 90 (ninety) years commencing from the Appointed Date. The highest Upfront Premium shall constitute the sole criteria for evaluation of Bids. Subject to Clause 3.7.1, the Project will be awarded to the Bidder quoting the Highest Upfront Premium more than Upset Price as indicated in the Clause 1.2.8 in this RFP, 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 as per below mentioned schedule :-

No. of Installment	Payment Milestone	% of Premium	Mode of Payment
1 <sup>st</sup>	Within 15 days from the date of issuance of LOA	10%	Account Payee Demand Draft/Pay Order from nationalized or scheduled commercial bank in India in favor of Managing Director, Madhya Pradesh Tourism Board payable at Bhopal or online/RTGS/NEFT.
2 <sup>nd</sup>	Within 60 days from the date of issuance of LOA	90%	Account Payee Demand Draft/Pay Order from nationalized or scheduled commercial bank in India in favour of Managing Director, Madhya Pradesh Tourism Board payable at Bhopal or online/RTGS/NEFT.

(B) The selected bidder is required to deposit the upfront premium and GST as applicable on it within 60 days from the date of issue of letter of award. However if the selected bidder fails to deposit the premium amount within the stipulated time limit for any reasonable and justified reasons, the Authority may grant further 3 months (90 days) time to deposit the upfront premium along with an interest at the rate of 12% per annum for the unpaid period. Failure to pay the upfront premium amount within the extended period the Authority shall have the rights to cancel the bid and the bid security deposited by the bidder shall be forfeited.

- 1.2.10 In addition to Upfront Premium the Lessee shall pay to the Authority annual lease rental equal to 1% of the Selected Bid Price per annum and GST as applicable on it, by way of Annual Lease Rental. (the “Annual Lease Rental”).

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 or before 1st April of the next financial year. Failure to pay the Annual Lease Rental on due date shall attract interest at the rate of 10% per annum for the unpaid period. If the Annual Lease Rental payment remains unpaid for a period exceeding three (3) months from the due date, the Authority shall terminate the Lease Deed as per the provisions of Lease Deed and RFP.

1.2.11 Further, other details of the process and the terms thereof are spelt out in the RFP.

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.9.1 below. The envelopes/communication shall clearly bear the following identification/title. "Queries/Request for Additional information: RFP for Development of Tourism Facilities at Village Mahalgaon District Alirajpur.

### 1.3 Schedule of Bidding Process :

1.3.1 The Authority shall endeavor to adhere to the following schedule :

Sr.No	Event Description	Date
1	Date of publication of Advertisement	25th September 2018
2	Last date for receiving queries	03rd October 2018
3	Pre-Bid meeting	06th October 2018 Time 12 :00 Noon
4	Authority response to queries latest by	09th October 2018
5	Bid Due Date	25th October 2018 Time 05:00 PM
6	Opening of Technical Bid *	26th October 2018 Time 12 :00 Noon
7	Opening of Financial Bid	shall be communicated later on at <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>
8	Letter of Award (LOA)	Within 30 days of the Bid Due Date
9	Validity of Bids	180 days of the Bid Due Date
10	Signing of Lease Deed	Within 60 days of issue of LOA

\* 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.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Eligibility of Bidders

2.1.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply

a) The Bidder may be a single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

b) A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.2 below.

2.1.2 Whether the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 and/or 2013 (the "SPV") or any other act for time being in force, to execute the Lease Deed and implement the Project. In case of Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements.:

a) Number of members in a consortium shall not exceed 3 (three) (including Lead Member):

b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;

c) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have highest equity share holding of the paid up and subscribed equity of the SPV till 5 years from the commercial operation of the Project. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by all the other members of the Consortium;

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

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

f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-VII (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia;

- i. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Lease Deed and subsequently perform all the obligations of the Lessee in terms of the Lease Deed, in case the lease to undertake the Project is awarded to the Consortium.
- ii. clearly outline the proposed roles and responsibilities, if any, of each member.
- iii. commit that each of the members, whose experience as per clause 2.1.3 will be evaluated for the purposes of this RFP, shall subscribe for 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV for a period of 2 (two) years from the date of commercial operations of the Project.
- iv. members of the Consortium undertake that they shall collectively hold at least 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd anniversary of the project commercial operation date; and
- v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Lessee in relation to the Project until the Financial Close of the Project is activated in accordance with the Lease Deed; and
- vi No nonvoting right shares shall be issued to the Consortium members in the SPV company at any point of time.
- vii The share holding of other member shall not be more than the holding of lead member
- viii Any transfer of shares will require the prior approval of the authority at any point of time.
- ix No new member other than consortium members shall be allowed in the formation of SPV company.

h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

For the avoidance of doubt, the provisions of this Clause 2.1.2 shall apply only when the Bidder is a Consortium.

2.1.3 To be eligible for qualification and short-listing the Bidders shall have to satisfy the following conditions of eligibility :

**Technical Capacity** : The following categories of investors would qualify :

Category : Owners/Operators of Hotel/Resort/Wellness Centre having investment not less than Rs. 2.00 crore in a single project for which experience is being claimed.(For the purpose of this RFP calculation of the project cost. 50% of land cost shall be considered. It is assumed that the cost of land is based on the prevailing guidelines rates of preceding year of the bid date as on 31st March).The bidder should mandatorily provide investment certificate from chartered accountant and certificate from a chartered Engineer or registered valuer.

(i) Bidders shall have to demonstrate minimum 3 years experience in above mentioned category.



2.1.3.1 (i) For claiming the experience of at least 3 years in operation of said property/properties, following documentary proof to be given :

- a) *Date of commencement of the project.(Certificate of Chartered Accountant & Registration under Shop & Establishment Act or any other registration/permission issued by the State Government/local authority)*
- b) *VAT/SERVICE TAX/ GST registration*
- c) *Valid registration under food and safety act in case of Hotels/Resorts*

ii). If a Director/Partner of any company/firm submits his bid in an individual capacity, his experience in company shall be considered as his experience of operating the Hotel/Resort/Wellness Centre only on producing documents that he is holding the post of Director/Partner in the company/firm since last five years continuously.

iii) If the Bidder is only an operator of the property, copy of the lease deed/management agreement/license shall be required to be submitted along with the bid.

**2.1.3.2 Contents of Technical Bid :**

- i) The bidder is required to complete the proposed project within 4 years mandatorily.
- ii) To qualify the Technical criteria minimum investment (Project cost) should not be less than 2.00 crores for which bidder would be required to furnish the following as part of their Technical Bid for the project :

(a). Total estimated project cost.(Minimum 2.00 crores)

**(b). Project Appreciation**

Under this item, the bidder should provide a brief description/Concept plan/layout and means of finance with brief understanding of the project.

**2.1.3.3 Financial Capacity :** The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 2.00 crore in prescribed format (Annex – III) at the close of preceding financial year.

(i) *In case of a Consortium, the combined technical capability and financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility.*

(ii) Net Worth shall mean (Subscribed and Paid-up Equity + reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

2.1.4 The Bidders shall enclose with its letter comprising the Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following :

- (i) *Certificate(s) from its statutory auditors specifying the net worth of the Bidder (for FY 2017-18 as on 31.3.2018), in the prescribed format as at appendix-VIII specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.4(i).*

## **2.2 General Terms of Bidding**

- 2.2.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.2.2 Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the RFP and the draft Lease Deed shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Deed.
- 2.2.3 The Financial Bid should be furnished in the format at Appendix-II, clearly indicating the bid amount in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.2.4 The Financial Bid shall be the Upfront Premium to be quoted by the Bidder. The Bidder shall quote Upfront Premium more than Upset Price as mentioned in Clause 1.2.8. The Upfront Premium shall be payable by the Lessee to the Authority, as per the Schedule of payment mentioned as Clause 1.2.9 (A).
- 2.2.5 The Bidder shall deposit a Bid Security online through e-payment for an amount as specified in Clause 1.2.5 (A) for the land parcel in accordance with the provisions of this RFP.
- 2.2.6 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 60 days from the Bid Due Date or from the Date of signing of the Lease Deed with the Selected Bidder, whichever is later, except in the case of the highest Bidder.
- 2.2.7 The Bidder should submit a Power of Attorney as per the format at Appendix – IV, authorizing the signatory of the Bid to commit the Bidder.
- 2.2.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – V.
- 2.2.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.2.10 The Bidding Documents including the RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.2.11 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if
- i. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or

- a constituent thereof in the other Bidder(s) (or any of its constituent) is less than 1% of its paid up and subscribed capital; or
  - ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
  - vi. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 2.2.12 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority, in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Deed. In the event any such adviser is engaged by the Selected Bidder or Lessee, as the case may be, after issue of the LOA or execution of the Lease Deed, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Deed and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Lease Deed, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessee for the same.
- 2.2.13 The RFP is not transferable.
- 2.2.14 Any award of lease pursuant to the RFP shall be subject to the terms of Bidding Documents.
- 2.2.15 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as a member of a Consortium. In any such case, the bid shall summarily be rejected and the bid security or performance security, as the case may be, shall be forfeited.
- 2.2.16 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

- 2.2.17 In computing the Technical Capacity and Net Worth of the Bidder under Clause 2.1.3, 3.4 and 3.5 the Technical Capacity and Net Worth of the individual bidder/company/ any other legal entity shall be considered, and or in case of consortium Net Worth of consortium members who have and shall continue to have an equity share of at least 26% shall be considered. In case the bidder has submitted its bid in consortium Technical capacity and Financial capability only of Individual bidder/Company/ legal entity shall be considered. Technical Capacity and Net worth of the share holders/directors shall not be considered.
- 2.2.18 While Qualification is open to persons from any country, the provisions of Government of India's prevailing guidelines/norms shall apply.
- 2.2.19 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the I (one) year, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **2.3 Change in Composition of the Consortium**

- 2.3.1 There should be no change in the Consortium structure after the submission of bid. If there are any changes in the Consortium structure by any Bidder, the Authority reserves the right not to consider the change in the Consortium and to reject such a bid.
- 2.3.2 Notwithstanding anything to the contrary contained in Clause 2.1, a Bidder may, within 15 (fifteen) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.
- 2.3.3 No change in Consortium Members shall be allowed for at least 2 years from the commercial operations of the Project.

### **2.4 Change in Ownership**

- 2.4.1 By submitting the Bid, the Bidder acknowledges and undertakes that the Lead Member shall continue to hold maximum equity till 5 years from the commercial operation of the project and each of the other Consortium Members whose experience will be evaluated for the purposes of this RFP, shall subscribe for 26% (twenty-six per cent ) or more of the paid up and subscribed equity of the SPV till a period of 2 (two) years from the commercial operations of the Project. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP and the Lease Deed, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP and the Lease Deed, be deemed to be a breach of the Lease Deed and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.
- 2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity is being taken into consideration for the purposes of evaluation of eligibility conditions under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Lease Deed but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the RFP and the Lease Deed, be deemed to be a breach thereof, and the Lease Deed shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event,

notwithstanding anything to the contrary contained in the RFP and the Lease Deed, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. As mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

## **2.5 Cost of Bidding**

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

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

2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water 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.

2.6.2 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 2.6.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 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 2.6.1 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 Deed; and
- f) Agreed to be bound by the undertakings provided by it under and in terms thereof.

2.6.3 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.

## **2.7 Right to Accept and to Reject any or all Bids**

2.7.1 Notwithstanding anything contained in the RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if;

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder, if such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to ;

- i) invite the remaining Bidders to submit Bids in accordance with Clause 3.7.3 and 3.7.4; or
- ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Lease Deed or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Deed, and if the Bidder has already been issued the LOA or has entered into the Lease Deed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Lessee, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, Inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

**B. DOCUMENTS**

**2.8 Contents of the RFP**

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

**Invitation for Bids**

Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

**Appendices**

- I. Letter comprising the Bid along with :
  - \* Details of bidder
  - \* Technical capacity of the bidder
  - \* Financial capacity of the bidder
  - \* Statement of legal capacity
- II. Financial Bid
- III. Bank Guarantee for Performance Security
- IV. Power of Attorney for signing of Bid
- V. Power of Attorney for Lead Member of Consortium
- VI. Guidelines of the Department of Disinvestment
- VII. Joint Bidding Agreement for Consortium
- VIII. Format of Turnover Certificate
- IX. Format of Net worth Certificate
- X. Information to register as vendor
- XI. Definition of Amusement park and Resort or Theme park and Resort s/Hotel
- XII. Lease Deed.

2.8.2 The draft Lease Deed and the RFP to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

**2.9 Clarifications**

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail to the Director (Investment Promotion) at following address. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.1 The Authority shall endeavor to respond to the queries within the period specified therein, but not later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded in the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) without identifying the source of queries.

Director (Investment Promotion)  
Madhya Pradesh Tourism Board  
Lily Trade Wing(Old Lily Talkies),6th Floor,  
Jehangirabad, BHOPAL- 462008 (INDIA)

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

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

#### **2.10 Amendment Modification of RFP**

2.10.1 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.

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

2.10.3 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.

### **C. PREPARATION AND SUBMISSION OF BIDS**

#### **2.11 Language**

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

#### **2.12 Format & Signing of Bid**

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

#### **2.13 Submission of Bid**

2.13.1 The Bidder shall submit the Price Bid in the format specified at appendix-II online through [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

2.13.2 The documents of Technical Bid as mentioned in clause 2.8.1 (appendices) shall also be submitted online through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) in the format as specified in Annex-I, II, III, IV.

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

2.13.4 Bids shall be accepted online only during office hours on Government working days up to the Bid Due Date.

2.13.5 In the event a qualified Bidder wants to withdraw the Bid, the Bid Security of such Bidder shall be forfeited.



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

**2.13.7 “Key Submission”**

- a) Document fee Rs. 10,000/- + 18% GST and Bid Security of Rs. 10,00,000 lakh (Rs. Ten lakh) shall be submitted online through e-payment. Payment through Demand Draft/FDR/Bank Guarantee shall not be entertained and Bid shall be summarily rejected.
- b) Power of Attorney for signing of Bid in the prescribed format (Appendix-IV);
- c) The Power of Attorney, in case of consortium, for Lead Member of Consortium in the prescribed format (Appendix-V);
- d) Certified copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VII;
- e) Certificate of Incorporation of company or Firm/ Partnership Firm Registration
- f) Certified copies of Bidder’s duly audited balance sheet and profit and loss account for the latest financial year; and
- g) Financial Bid in appendix II
- h) Documents related for claiming the experience as mentioned in clause 2.1.3.1;
- i) Project appreciation as mentioned in clause 2.1.3.2;
- j) Net worth certificate (in prescribed format at Appendix (VIII) from the Chartered Accountant as mentioned in clause 2.1.4(i).
- k) Letter comprising the Bid in the prescribed format (Appendix-I) along with following Annexes and supporting documents.
  - \* Annex-I - Details of Bidder
  - \* Annex-II – Technical capacity of bidder
  - \* Annex-III – Financial capacity of the bidder
  - \* Annex-IV – Statement of legal capacityAll above information be uploaded only on [www.mpeproc.gov.in](http://www.mpeproc.gov.in)
- l) Financial Bid in prescribed format as at Appendix II.

Bid should contain information and details about each Member of the Consortium, wherever required as per the RFP.

**2.14 Bid Due Date**

2.14.1 Bids should be submitted online before 1700 hours IST on the Bid due date on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) in the manner and form as detailed in this RFP.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10.3 uniformly for all Bidders.

**2.15 Late Bids**

2.15.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Contents of the Bid**

2.16.1 The Bid shall be furnished online in the form of Technical Bid and Financial Bid. The contents of Technical Bid shall be as mentioned in Clause 2.13.7 (key submission). Financial Bid shall be in the format at Appendix-II and shall consist of Upfront Premium to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Upfront Premium offered by him, to undertake the Project in accordance with the RFP and the provisions of the Lease Deed. The Bidders shall quote Upfront Premium more than Upset Price as indicated in the Clause 1.2.8.

2.16.2 The Project will be awarded to the Bidder quoting the highest Upfront Premium.

2.16.3 The opening of Bids and acceptance thereof shall be substantially in accordance with the RFP.

2.16.4 The Lease Deed and RFP shall be deemed to be part of the Bid.

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

2.17.1 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.

2.17.2 The modification, substitution or withdrawal notice shall be prepared and uploaded online.

2.17.3 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.

## **2.18 Rejection of Bids**

2.18.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any bid or to give any reasons for their decision.

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

## **2.19 Validity of Bids**

2.19.1 The bids shall be valid for a period of not less than 180 days (one hundred and eighty) days from the Bid Due Date. The authority reserves the right to expand the period of validity of Bids if required.

## **2.20 Confidentiality**

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

## **2.21 Correspondence with the Bidder**

2.21.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **D. BID SECURITY**

#### **2.22 Bid Security**

2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security online through e-payment referred to in Clause 2.2.5, 1.2.5(A) and 2.2.6 hereinabove.

2.22.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.22.3 Any Bid not accompanied by the Bid Security amount online through e-payment shall be rejected by the Authority as non-responsive.

2.22.4 As provided in clause 2.2.6 the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority. The Bid Security shall be refunded through RTGS/NEFT/On line and for this purpose the bidder is expected to fill the information as prescribed in Appendix-X.

2.22.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Lease Deed and furnishing 100% of the Upfront Premium in accordance with the provisions thereof.

2.22.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.22.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.22.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions :

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in section 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (d) In the case of Selected Bidder, if it fails within the specified time limit –
  - i. to sign the Lease Deed, Deed Registration and possession and/or
  - ii. to furnish the Performance Security within the period prescribed therefore in the Lease Deed; or
- (e) In case the Selected Bidder, having signed the Lease Deed, commits any breach thereof prior to furnishing the Performance Security.

### **3. EVALUATION OF BIDS**

#### **3.1 Opening and Evaluation of Bids**

- 3.1.1 The Authority shall open the Technical Bid online as per schedule of the RFP clause 1.3.1 at the office of the Managing Director, Madhya Pradesh Tourism Board, 6th Floor, Lily trade wing, Jahangirabad, Bhopal and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority shall open Financial Bids online of only those Bidders who meet the eligibility criteria specified in Clause 2.1.3.
- 3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4 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.

#### **3.2 Evaluation of Technical Bid**

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

#### **3.3 Tests of Responsiveness**

- 3.3.1 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 2.13.7;
  - (b) Financial Bid is received as per the format at Appendix – II;
  - (c) It is received by the Bid Due Date including any extension thereof pursuant to Clause 1.3.1;
  - (d) It is submitted online as per instructions.
  - (e) It is accompanied by the Bid Security as specified in Clause 1.2.5(A) and 2.2.5;
  - (f) It is accompanied by the Power(s) of Attorney as specified in Clauses 2.2.7, as the case may be ;
  - (g) 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.

#### **3.4 Details of Experience**

- 3.4.1 The Bidder should furnish the details of Eligible Experience for the last 3 (Three) years immediately preceding the Bid Due Date.
- 3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.4.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I.

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

- 3.5.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the latest financial year, preceding the year in which the Bid is made.
- 3.5.2 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.
- 3.5.3 The Bidder must establish the minimum Net Worth specified in Clause 2.1.3.3, and provide details as per format at Annex-III of Appendix-I.

### **3.6 Short list of Bidders**

- 3.6.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.3.1 shall be considered for satisfaction of Technical Capacity and Financial Capacity in accordance with Clause 2.1.3 and Clause 2.1.3.3 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.
- 3.6.2 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.

### **3.7 Selection of Bidder**

- 3.7.1 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 1.2.8.
- 3.7.2 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.
- 3.7.3 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding") , the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.
- 3.7.4 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 15 (fifteen) 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.
- 3.7.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Lease Deed within the period prescribed in Clause 1.3.1 after making the payment as prescribed in clause 1.2.9(A). The Selected Bidder shall not be entitled to seek any deviation in the Lease Deed. Selected Bidder get the lease deed registered with registrar office of the State Government at his own expenses.
- 3.7.6 Before signing the lease deed, the Selected Bidder shall submit detailed project plan, indicating total cost of the project, and phase wise schedule of implementation with cost. The performance guarantee shall be 10% of the project cost and shall be provided in the prescribed format as specified in clause 1.2.5 (B) and appendix-III before signing the lease deed.
- 3.7.7 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 forfeited.

### **3.8 Contacts during Bid Evaluation**

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

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Lease Deed. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Deed, the Authority shall reject a Bid, withdraw the LOA, or terminate the Lease Deed, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Lease Deed, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease Deed, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Deed or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Deed, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Deed, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict or interest; and
  
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened on 06th October 2018 at 12 hours at the office of the Managing Director, MPTB, Lily Trade Wing(Old Lily Talkies), 6th Floor,Jehangirabad, BHOPAL- 462008 (INDIA). A maximum of three representative of each Bidder shall be allowed to participate.
- 5.2 During the course of pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and constructed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
  - (d) independently, verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I : Letter Comprising the Bid**  
(Refer Clause 2.1.4, 2.8.1 and 2.13.7 (k))

Dated :

To,

**Managing Director**

Madhya Pradesh Tourism Board (MPTB)  
Lily Trade Wing (Old Lily Talkies),6th Floor,  
Jehangirabad, BHOPAL- 462008 (INDIA)

**Sub : Bid for Project – Bid for Development of ..... at Village .....  
District .....in Madhya Pradesh.**

Dear Sir,

1. With reference to the RFP document dated .....<sup>1</sup>, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid of the Bidders, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid statement.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that :
  - (a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

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<sup>1</sup> All blank spaces shall be suitably filled up by the Bidder to reflect the particulars to such Bidder

- (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.11 of the RFP document; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7.1 of the RFP document.
  9. I/We believe that we/our Consortium satisfy(ies) that Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/is qualified to submit a Bid.
  10. I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium applying for qualification.
  11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/We further certify that no investigation by a regulatory authority is pending either against us/any Member of the Consortium or against our /their Associates or against our CEO or any of our Directors/Managers/employees.
  14. I/We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VI thereof.
  15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix IV and V respectively of the RFP, are also enclosed.
17. I/We understand that the Selected Bidder shall either individual entity or be an existing Company incorporated under the Indian Companies Act, 1956/2013 or shall incorporate as such prior to execution of the Lease Deed.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We certify that in terms of the RFP, my/our Net Worth is Rs.....(Rs.....)
21. (We agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Deed till occurrence of Financial Close in accordance with the Lease Deed)<sup>2</sup>

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

Yours faithfully,

Date : (e-Signature, name and designation of the Authorized Person)

Place : Name and seal of the Bidder/Lead Member.

Note : Paragraphs in parenthesis may be omitted, if not applicable, or modified as necessary.

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<sup>2</sup> Omit if the Bidder is not a Consortium.

**ANNEX – I : Details of Bidder**  
(refer clause 2.8.1 and 2.13.7(k))

1.
  - a) Name :
  - b) Country of incorporation :
  - c) Address of the Corporate headquarters and its branch office(s), if any, in India :
  - d) Date of incorporation and/or commencement of business :
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project :
3. Details of individual(s) who will serve as the point of contract/communication for the Authority :
  - a) Name :
  - b) Designation :
  - c) Company :
  - d) Address :
  - e) Telephone Number :
  - f) E-Mail Address :
  - g) Fax Number :
4. Particulars of the Authorized Signatory of the Bidder :
  - a) Name :
  - b) Designation :
  - c) Address :
  - d) Phone Number :
  - e) Fax Number :
5. In case of a Consortium :
  - a) The information above (1-4) should be provided for all the Members of the Consortium.
  - b) A copy of the Jt.Bidding Agreement, as envisaged in Clause 2.1.2(f) should be attached to the Bid
  - c) Information regarding the role of each Member should be provided as per table below :

S.No.	Name of the Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			

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

No.	Criteria	Yes	No
1,	Has the Bidder/constituent of the Consortium been barred by the (Central/State) Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years ?		

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

*Instructions :*

1. The Bidder shall provide a copy of the Memorandum of Understanding and Articles of Association.

## ANNEX – II : Technical Capacity of the Bidder

(Refer to Clauses 2.1.3 and 3.4 of the RFP)

### 1. Details of Experience in last 3 years preceding Bid Due Date

S.No.	Project Name	Client/ Authority/ In house	No. of rooms/ cottages/Theme park/Amusement park	Reference Page No. of supporting document

### ANNEX – III : Financial Capacity of the Bidder

(Refer to Clauses 2.1.3.3, 2.1.4, 2.2.3 and 3.5 of the RFP)

(In Rs. Crore)

Bidder type	Member code	Net Worth
		Year 1
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
<b>TOTAL</b>		

**Name & address of Bidder’s Bankers :**

\$ *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.*

€ *The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.17.*

**Instructions :**

1. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.



2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for latest financial year preceding the Bid Due Date. The financial statements shall :
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements ; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Net Worth shall mean (Subscribed and Paid-up Equity + reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding year. 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.19.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.2(g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.1.4(i) of the RFP document.

## **ANNEX – IV : Statement of Legal Capacity**

(Refer clause 2.13.7(k))

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

Ref. Date :

To,

**Managing Director**

Madhya Pradesh Tourism Board (MPTB)

Lily Trade Wing (Old Lily Talkies),6th Floor,

Jehangirabad, BHOPAL- 462008 (INDIA)

Dear Sir,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(e-Signature, name and designation of the authorized signatory)

For and on behalf of .....

- 
- *Please strike out whichever is not applicable*

## **APPENDIX – II : Financial Bid**

*(Refer Clauses 2.13.1, 2.13.7, 2.16.1 and 2.2.3)*

Date :

To,  
**Managing Director**  
Madhya Pradesh Tourism Board (MPTB)  
Lily Trade Wing (Old Lily Talkies),6th Floor,  
Jahangirabad, BHOPAL- 462008 (INDIA)

**Sub : Bid for Project – Development of ..... at Village .....District ..... in  
Madhya Pradesh.**

Dear Sir,

1. With reference to your RFP document dated ....., I / We, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. We acknowledge that we shall be short-listed on the basis of Financial Capacity of those of its Members who will own at least 26% of the equity of the Lessee until the 2 years from the commercial operations of the Project. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Lease Deed in respect of Change in Ownership.
4. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purpose of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Lease Deed but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in this RFP and the Lease Deed, be deemed a breach thereof, and the Lease Deed shall be liable to be terminated without the Authority being liable to us in any manner whatsoever}.
5. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Lease Deed in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Lease Deed, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Lease.
7. The Upfront Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Lease Deed, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
8. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
9. I/We hereby submit our bid and after a Upfront Premium of Rs..... (in words)<sup>4</sup>; to the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Lease Deed.
10. I/We agree to keep this offer valid for 180 (One hundred eighty) days from the Bid Due Date specified in the RFP.
11. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date : (e-Signature of the Authorized Signatory)

Place : (Name and designation of the Authorized signatory).

Name and seal of Bidder/Lead Firm

Note : Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

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<sup>4</sup>The Upfront Premium as quoted above is more than Upset Price as indicated in Clause 1.2.8.

### APPENDIX – III:

(Refer clause 1.2.5(B) and 3.7.7)

#### Format of Bank Guarantee for Performance Security.

(To be issued by any Nationalized Bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore)

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") is going to into a Lease Deed ..... (the "Lease Deed") whereby the MPTB has agreed to the Lessee undertaking Development of .....at Village .....- District ..... in Madhya Pradesh, subject to and in accordance with the Lease Deed.
- (B) The Lease Deed requires the Lessee to furnish a Bid/Performance Security to the MPTB in a sum of Rs..... (Rs. ....) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Lease Deed, till commencement of the Project (as defined in the Lease Deed).
- (C) We, \*\*\*\*\* through our Branch at \*\*\*\*\* (the "Bank") have agreed to furnish this Bank Guarantee by way Bid of/Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantee the due and faithful performance of the Lessee's obligations during the Lease Period, under and in accordance with the Lease Deed, 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 Lease Deed shall be Conclusive, final and binding on the Bank. The Bank further agree 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 Lease deed 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 Lease deed or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Lessee contained in the Lease deed or to postpone for any time and from time to time any of the rights and powers exercisable by the MPTB against the Lease and either to enforce or forbear from enforcing any of the terms and conditions contained in the Lease deed 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 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 Lease deed or for the fulfillment, compliance and/or performance of all or any of the obligation of the Lessee under the Lease deed.

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 \*\*\*\*\*2 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 over till the commissioning of the project by renewing it from time to time in compliance of clause 1.2.5(B).**

**Appendix IV : Power of Attorney for signing Bid**

(Refer Clause, 2.2.7 and 2.13.7(b))

(On Stamp Paper)

Know all men by these presents, We ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name).....son/daughter/wife of ..... and presently residing at ..... Who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Development of .....at Village .....district ..... in Madhya Pradesh** proposed or being developed by the Madhya Pradesh Tourism Board (MPTB) (the "Authority") including but not limited to signing and submission of Bids and other documents and writings, participate in pre-bid conference and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Deed and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Lease Deed with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2017.

For

.....  
(e-Signature, name, designation and address)

Witness :

- 1.
- 2.

(Notarized)

Accepted

.....  
(Signature)  
(Name, Title and Address of the Attorney)



Notes :

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

**Appendix V : Power of Attorney for Lead Member of Consortium**

(Refer Clause 2.1.2(c) and 2.2.8)

(On Stamp Paper)

Whereas the \*\*\*\* (the “Authority”) has invited Bids from interested parties for the \*\*\*\*\*Project (the “Project”)

Whereas, ..... and ,, (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for an on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We ..... (M/s ..... having our registered office at ..... and M/s ..... having our registered office at ..... (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required of incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/or upon award thereof till the Lease Deed is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20.....

For .....  
(e-Signature)

.....  
(Name & Title)

For .....  
(e-Signature)

.....  
(Name & Title)

Witnesses :

1.

2.

.....  
(Executants)

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

Notes :

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

## Appendix VI : Guidelines of the Department of Disinvestments<sup>5</sup>

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

**Department of Disinvestment**

Block 14, CGO Complex

New Delhi

Dated 13<sup>th</sup> July, 2001

OFFICE MEMORANDUM

**Sub : Bid for Project – Development of ..... at Village .....District  
..... in Madhya Pradesh.**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

1. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
2. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
3. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

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<sup>5</sup> These guidelines may be modified or substituted by the Government from time to time.

4. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
5. The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
6. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
7. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tiwari)

Under Secretary to the Government of India

## Appendix VII : Joint Bidding Agreement

(Refer Clause 2.1.2(g))

(To be executed on Stamp paper of appropriate value)

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

### AMONGST

1. (..... Limited, a company incorporated under the Companies Act, 1956) and having its registered office at ..... (hereinafter referred to as the "First Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

### A N D

2. (..... Limited, a company incorporated under the Companies Act, 1956) and having its registered office at ..... (hereinafter referred to as the "Second Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

### A N D

3. (..... Limited, a company incorporated under the Companies Act, 1956) and having its registered office at ..... (hereinafter referred to as the "Third Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

### WHEREAS

- (A) (THE MADHYA PRADESH TOURISM BOARD (MPTB), a statutory body constituted in 2017 under the companies Act, 2013 having its registered office at Lily Trade Wing (Old Lily Talkies),6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA) (hereinafter referred to as the "**Authority**" or "**MPTB**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Proposal No..... dated ..... (the "**RFP**") for selection of Bidder for development and operation/maintenance of ..... at ....., District ..... in Madhya Pradesh on DBFOT Basis (the "**Project**").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows :**

**1. Definitions and interpretations**

In this agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the “**SPV**”) under the Indian Companies Act 1956/2013 for entering into a Lease Deed with the Authority and for performing all its obligations as the Lessee in terms of the Lease Deed for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below :

First Party

Second Party

Third Party

(Please Specify Role of the each Party such as Lead Member, Financial Member etc. for the Project).

**5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Lease Deed, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease Deed.

**6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding along the Parties in the SPV shall be as follows :

First Party

Second Party

Third Party

Fourth Party

Fifth Party

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the 5 years from the commercial operations of the Project, be held by the Parties of the First, Second and the Third Party whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.
- 6.3 The Parties undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity share capital of the SPV at all times until the 5 years from the commercial operation of the project.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease Deed.

## **7. Representation of the Parties**

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

- (a) Such Party is duly organized, validly existing and good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge :
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable Organizational documents thereof;
  - (iv) violate any clearance, permit, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and



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

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

- (a) This Joint Bidding Agreement shall be governed by laws of (India).
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS CONSULTANCY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

---

For and on behalf of

**PARTY OF THE FIRST PART**

By :

(e-Signature)

( Name )

(Designation)

---

For and on behalf of

**PARTY OF THE SECOND PART**

By :

(e-Signature)

( Name )

(Designation)

---

For and on behalf of

**PARTY OF THE THIRD PART**

By :

(e-Signature)

( Name )

(Designation)

---

**Notes :**

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**APPENDIX – VIII**

**(refer clause 2.1.4(i) and 2.13.7(j))**  
**FORMAT FOR NET WORTH CERTIFICATE**  
**ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT**  
**NET WORTH CERTIFICATE (AS ON 31<sup>st</sup> MARCH 2017)**

We statutory auditor of M/s/Mr./Mrs..... Hereby certify that the Net Worth of M/s/Mr./Mrs.....S/o / D/o ..... Shri ..... (Address) .....as on 31<sup>st</sup> March ..... is Rs. .... (Rs..... only).

**The methodology adopted for calculating net worth is as follows :**

<b>S.No.</b>	<b>Particulars</b>	<b>Methodology</b>	<b>Amount</b>
1.	Fixed Assets	At purchasing price Registry value(As per collector guideline rates of the preceding year)	
2.	Investment & other assets	As per audited balance sheet	
3.	Cash and bank balances	As per audited balance sheet	
		Total Assets (A) Rs.	
4.	Current liabilities, salary, Expenses payable, Loans and Advances	As per audited balance sheet	
		Total liabilities (B) Rs.	
	Net worth calculation	Total Assets (A) Rs. Less : Total Liabilities (B)	
		Total Net Worth (A-B) Rs.	

( 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 :

**FORMAT FOR TURNOVER CERTIFICATE**  
**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) .....for the past three years are given below :

S.No.	Year	Turnover in lakh (Rs.)
1,		
2.		
3.		

The above turnover certificate is issued on the basis of books of accounts and documents produced before us.

Name, Seal and signature of the Chartered Accountant

Place :

Date :

FORMAT FOR INFORMATION TO REGISTER AS VENDOR TO RETURN EMD/BID SECURITY AMOUNT ONLINE.

(refer clause 2.22.4)



**Madhya Pradesh Tourism Board**  
6<sup>th</sup> floor Lily Trade Wings, Jehangirabad, Bhopal-462008  
**Vendor Registration Form**

1	Vendor Name (in Capital Letters)	
2	Vendor Type (Govt./Private/Individual)	
3	Contact Person	
4	Address	
5	State	
6	Mobile No	
7	Email Id	
	<b>Bank Details</b>	( Cancelled cheque to be attached)
8	Account Holder Name	
9	Bank & Branch Name	
10	Account No.	
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:-----

Incredible India

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:

**TOURISM PROJECTS – POINT No. 5 OF TOURISM POLICY 2016**

**TOURISM UNITS** : - Tourism units means a legal entity in the form of a registered company under the Companies Act, 1956 or 2013, or a Partnership Firm, a Registered Trust or a legally registered co-operative society or an individual proprietary concern, engaged in or to be engaged in one or more tourism Projects.

**1. HOTEL –Standard Hotel-**

- (i) It should have at least 25 lettable rooms with attached bathrooms.
- (ii) The gross bed capacity of 25 lettable rooms should not be less than 40.
- (iii) The double rooms and single room should have minimum carpet area of 14 sq. mtrs. and 12 sq. mtrs. respectively inclusive of bathrooms.
- (iv) All bathrooms should have modern sanitation and 24x7 running hot /cold water facility.
- (v) The room should have adequate furniture, fixture and linen.
- (vi) The hotel must have a clean and hygienic kitchen, restaurant and a common sitting area.
- (vii) In room dining service to the guest from 6 AM to 11PM on all days should be made available.

**2. RESORT:-** Resorts are hotels that are built specifically as a destination in itself to create a captive trade, the defining characteristic of a resort hotel is that it exists purely to serve as another attraction. It is located in an area associated with recreation and leisure, such as riverside, lakes, forest area, hillside etc. It normally offers facilities for sports and recreational activities.

**MINIMUM REQUIREMENTS-**

1. Preferably should be located near and around Riverside, lakes , hills, forest, water body etc.
2. It is desirable that the resort offers at least one facility connected with the location that helps to attract tourists.
3. It should have minimum 20 lettable rooms with minimum carpet area 20 sq.mtrs. with attached bathrooms.
4. It should have at least 2 lettable suites. The carpet area of a suite should not be less than 30 sq. mtrs.
5. Unless it is a hill station a location which does not require air-conditioning at least 50% of the rooms should be air-conditioned.
6. The bathroom carpet area should measure at least 3.5 sq. mtrs.
7. It should have a restaurant / dining hall with a seating area of minimum 40 sq. mtrs. ( excluding kitchen and storage)
8. The plot on which a resort is located should measure at least 10,000 sq. mtrs.
9. It should have on its plot a minimum open (unbuilt area) of 6,000 sq. mtrs.
10. It should have at least four of the following facilities :
  - (i) Indoor games ( e.g. table-tennis, squash, billiard, bowling alley etc.)  
A minimum built up area of 25 sq. mtrs.
  - (ii) Conference room (minimum carpet area of 50 sq. mtrs.)
  - (iii) Swimming pool
  - (iv) Tennis or badminton court or put golf or other outdoor game area
  - (v) A health club (minimum built up area of 30 sq. mtrs.)
  - (vi) A lounge measuring at least 35 sq. mtrs.
  - (vii) Children Park

**3. AMUSEMENT PARK:** - Amusement park and Resort or Theme park and Resort s are hotels that are built specifically as a destination in itself to create a captive trade, the defining characteristic of a Amusement park and Resort or Theme park and Resort hotel is that it exists purely to serve as another attraction. It is located in an area associated with recreation and leisure, such as riverside, lakes, forest area, hillside etc. It normally offers facilities for sports and recreational activities.

**MINIMUM REQUIREMENTS-**

1. It should have on its plot a minimum open (unbuilt area) of 6,000 sq. mtrs.
2. It should have at least four of the following facilities :
3. Indoor games ( e.g. table-tennis, squash, billiard, bowling alley etc.) a minimum built up area of 25 sq. mtrs.
4. Conference room (minimum carpet area of 50 sq. mtrs.)
5. Swimming pool
6. Tennis or badminton court or put golf or other outdoor game area
7. A health club (minimum built up area of 30 sq. mtrs.)
8. A lounge measuring at least 35 sq. mtrs.
9. Children Park

**4. HEALTH FARMS:-** Health Farms should be situated in such areas which are free from noise and pollution and the atmosphere there should be generally clean, healthy and congenial. It should be situated on a plot of at least 5000 sq.feet. It should have at least 20 rooms in usable conditions with bathroom facilities. The Health Farm should have 6 of the following facilities:

1. Health Club
2. Gymnasium
3. Yoga/Meditation Centre
4. Outdoor Exercise Area
5. Indoor Games
6. Outdoor Games
7. Swimming Pool
8. Jogging Track
9. Horse Riding

In addition to the above, it should have a farm of at least 500 square metre area for cultivating fruits, vegetables and herbs. A full time minimum staff of two persons which include a medicine & health expert, nutrition expert and such other personnel should be deployed.

**LEASE DEED**

**1. PARTIES:**

This lease deed is made on .....day month of .....year.....between the Managing Director Madhya Pradesh Tourism Board on behalf of the Department of Tourism Government of Madhya Pradesh (hereinafter called as the ‘Lessor’ which expression shall, where the context so permits, include its successor in office.) of the First Part

AND

..... through its Power of attorney Shri ..... S/o Shri ..... resident of ..... and having its registered office at ..... (India) hereinafter called as the ‘Lessee’ which expression shall, where the context so permits, include its successors and permitted assigns) of the Second Part.

WHEREAS the Government of Madhya Pradesh has formulated the MP State Tourism Policy from time to time whereby the State has set the goal to provide a comprehensive tourism experience to the tourists by creating tourism infrastructure with the assistance of the private sector.

AND WHEREAS the State has decided to provide lease over specified land/heritage property so that the same can be maintained and operated as a tourism project.

AND WHEREAS the Lessor has invited applications for establishing tourism project and the Lessee has submitted its bid and has been selected as successful bidder to establish and operate the said project on the government land.

**2. PREMIUM:**

Witnessed in consideration of Rs. .... (In Words: ..... only) paid as upfront premium by the lessee, the receipt where of the lessor hereby acknowledges and of the rent hereinafter reserved and of the covenants on the part of the lessee hereinafter contained.

**3. DEMISE:**

The lessor hereby demises to the lessee all that piece of land (including all structure existing there upon) admeasuring ..... hectare or thereabouts situate at ..... within the village/municipal limits of that town in the district of ..... which plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof is for greater clarity delineated on the plan hereto annexed and thereon marked in .....colour. The structure existing on the land are identified and mentioned separately in the schedule attached.



#### 4. TERM:

In consideration of the premium and the annual lease rent, the lessor grants to the lessee a lease over the land mentioned in clause 3 of this deed for the term commencing from the date of this deed and ending on the 31st March .....(mention coming 90<sup>th</sup> year) subject to the following terms, leased for below mentioned tourism development purposes :-

.....  
.....

#### 5. LEASE RENT/PERFORMANCE SECURITY AND TAXES ETC:

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

- (i) **Annual Lease Rent**, 1% of the upfront premium i.e INR ..... (Rs. ....only) plus taxes as applicable.

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 lessor on 1<sup>st</sup> April every year.

In case there are any arrears of rent payable by the lessee to the lessor after 30<sup>th</sup> of the April of each year, the lessee shall be liable to pay simple interest @ 10 % per annum to the lessor on the such due amount from the date of it becoming due to the date of payment – in full or parts thereof, as applicable.

Without prejudice to the above, if the Lessee fails to pay the annual lease rent for 06 months from the due date, i.e. till 1st October of that year then the Lessor shall be at liberty to terminate the lease deed. However, the lessor may extend this time period, at the request of the lessee. In such cases, the lessee shall be required to pay the entire due amount along with interest in lump sum and the lessor would be in addition entitled to charge penalty @ 50% of the lease rental for the corresponding year.

- (ii) **Performance Security**: The lessee shall be required to deposit performance security in the form of FDR or an irrevocable and unconditional Bank Guarantee of INR..... crore (Rs. .... only) Bank Guarantee/ Fix Deposit (FDR) of Fix Deposit Receipt shall be valid initially for 3 (three) year and thereafter kept valid & effective till the commissioning of the project by renewing its validity three (3) months prior to its expiry every year. (The Bank Guarantee should be issued from Nationalized Bank or Scheduled Bank).
- (iii) The lessee shall from time to time and at all times during the said term shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the said term be assessed, charged or imposed upon the said land hereby demised on the building to be erected thereupon or upon the land-lord or tenant in respect thereof.

- (iv) All sums, such as lease rent or any other amount due and payable by the lessee may be recovered by the lessor as arrears of land revenue, if the same is not paid on the due date.

## 6. RFP TERMS:

The RFP/ Tender document shall be treated as a part of this deed. 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 document and this lease deed, then the provisions of this lease deed would prevail.

The conditions of the tender documents issued by the lessor and the documents submitted by the successful bidder will be the part of the lease deed and on non compliance of these conditions the lease deed shall be liable to be terminated.

## 7. PERIOD TO ESTABLISH THE PROJECT:

The Lessee shall mandatorily establish, operate and maintain the project as under:-

- S.no. 1. Site Development and obtaining permissions :
- (a) Expenditure - .....% of the project cost.
  - (b) Time lines - .....months from the date of possession.
- S.no. 2. Start of Construction:-
- (a) Expenditure - .....%- of the project cost.
  - (b) Time lines - .....year.....months from the date of possession.
- S.no. 3. Completion of construction :-
- (a) Expenditure - .....% of the project cost.
  - (b) Time lines - .....years.....months from the date of possession.
- S.no. 4. Installation of equipments & systems:-
- (a) Expenditure - .....% of the project cost.
  - (b) Time lines - .....years.....months from the date of possession.
- S.no. 5. Furnishing:-
- (a) Expenditure - .....% of the project cost.
  - (b) Time lines - .....Years.....months from the date of possession.
- S.no. 6. Trial run start date:-
- (a) Expenditure - .....% of the project cost.
  - (b) Time lines - .....Years from the date of possession.
- S.no. 7. Date of final start/Commissioning of project:-
- (a) Expenditure - .....
  - (b) Time lines - .....Years from the date of possession.

In case of non completion of the aforesaid specified work within the stipulated time frame the duration may be extended by the lessor twice upto 12 months each on justified grounds. Even after expiry of the extended duration if the project is not completed, the lease deed shall be liable to be terminated and all amount deposited shall stand forfeited without prejudice to the rights of the lessor to undertake any other action provided for in this lease deed.

#### **8. BUILDING REGULATION:**

For erection, re-erection, or alteration of any building on the said land the lessee shall be subject to the applicable law and rules, bye-laws and orders lawfully made there under for the time being in force. The lessee shall also be bound to obtain the approval of the competent authority on all plans for buildings or its alteration or extensions.

#### **9. PROPER MAINTENANCE:**

The lessee shall, at its own cost, during the term of the deed, keep the land and the buildings erected there on in a good and proper condition as per industry standards, subject to normal wear and tear and shall ensure that the property is safe and secure for tourists and its staff.

#### **10. PERMISSIBLE TRADE OR BUSINESS:**

During the period of lease, the lessee shall use the land and the buildings erected thereon, for the purpose for which the land has been leased. The lessee shall not, without the prior written permission of the lessor carry on, or permit to be carried on, over the premises any trade, business or activity for the regulation of which provision has for the time being been made by or under the law provided that such permission shall not exempt the lessee from fulfilling any requirements under the said law to which he shall always remain subject to.

#### **11. QUIET ENJOYMENT:**

The lessor covenants that the lessee paying the rent hereby reserved and performing and observing the conditions herein contained shall peaceably hold and enjoy the said land during the said term without any unlawful interruption or disturbance by the lessor or any person lawfully claiming under him.

#### **12. ADDITIONAL ACTIVITIES:**

Lessee shall be allowed to perform additional activities as may be permitted in the tourism policy and such activity shall be treated to be a part of the tourism project, along with the activity for which land/property is being allotted. The Lessee shall also be allowed to change the activity with another activity defined as tourism project under tourism policy with the prior written approval of the lessor for grant of such permission, the lessee shall be charged fees equal to 10% of the premium paid.

### **13. AUTHORITY TO OPERATE:**

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. Defaults by the assignee shall be treated as defaults of the lessee.

### **14. FINANCIAL LOAN FROM BANK & FINANCIAL INSTITUTIONS:**

Subject to the conditions prescribed in this Deed, 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.

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 deed 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.

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 deed.

### **15. SURRENDER:**

If the lessee does not use the land for the approved object or fails to obtain any approval or permission from the requisite competent authority, he/it may surrender such land to the lessor. In case of such surrender the lessee shall be refunded amount of premium deposited in the manner as under:-

- A. 1 year from the date of execution of lease deed - After deducting 10% of amount balance shall be refunded
- B. 1 to 2 year from the date of execution of lease deed - After deducting 20% of amount balance shall be refunded

- C. 2 to 3 year from the date of execution of lease deed - After deducting 30% of amount balance shall be refunded
- D. After a duration of 3 years - No amount shall be refunded, full amount shall be forfeited in the interest of the department.

## **16. TRANSFER:**

16.1 Except as provided in this deed, the lessee shall not transfer/alienate or assign the said land or buildings erected there on to any third party in full or in part.

16.2 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.

## **17. RENEWAL:**

The lessor further covenants that it may, at the written request of lessee at least 6 months prior to the end of the term hereby granted, execute with the lessee at the lessee's cost, a renewed lease over the land for the term of thirty years and shall get it registered as per the then prevailing rules and subject to such conditions that the lessor may determine at that time.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such conditions herein contained as shall be applicable and such other conditions as may be thought at that time.

Provided further that the decision of the lessor about the rent to be fixed and the conditions to be imposed at each successive renewal shall be final.

## **18. EVENT OF DEFAULT:**

18.1 If the Lessee fails to pay any amount due, as per this deed on the due date, the same shall be considered as an event of default.

18.2 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.

- 18.3 In the event of any breach in term & condition of lease including but not limited to, occurrence of an event mentioned in clause 18.1 and 18.2 of this deed, the Lessor has the right to impose penalty upto 5% of the premium amount, without prejudice to the right of Lessor to take other any other action permissible by law or by this deed including, but not limited to termination of this deed, forfeiture of security deposit etc.
- 18.4 Unless expressly provided otherwise herein, if the lessee has defaulted on any count not specifically dealt with in 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 deed.

## **19. TERMINATION OF LEASE DEED:**

- 19.1 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. Upon termination of lease deed, 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 month from the date of termination of lease.
- 19.2 In case the lessee does not clear the site as stipulated above, lessor will be free to get it removed at the cost of lessee.

## **20 FORCE MAJEURE**

Notwithstanding the provisions of this deed, neither Party shall be eligible for damages or termination for default against the non performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

*If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected Party shall continue to perform its obligations under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of occurrence of such FORCE MAJEURE event, the affected Party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines mentioned in clause 7 of this deed.*

*“Force Majeure” shall mean:*

- (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties;*

- (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties;*
- (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties;*
- (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties;*
- (v) Civil unrest, protest by any section of the society preventing the execution of this project;*
- (vi) Work stoppage pursuant to a court order or any Government departments;*
- (vii) Non-receipt of requisite Government approvals and sanctions;*
- (viii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any act of God within India and directly affecting the Parties;*
- (ix) Any event or circumstances of a nature analogous to any events set forth above.*

## **21 INDEMNITY**

*21.1 Each Party hereby undertakes and agrees to indemnify at all times and hold harmless the other Party from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses however arising directly or indirectly as a result of:*

- (i) Any breach or non-performance by a Party or its undertakings, warranties, covenants, declarations or obligations under this deed; or*
- (ii) Any act, neglect or default of the persons / agencies authorized by the Parties;*
- (iii) Any claim by any other party against a Party, arising from sub-clause (i), or (ii) above.*

*21.2 Each Party shall also fully indemnify and hold harmless that other Party against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party.*

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this deed and all the indemnities provided herein shall survive the termination of this deed.

## **22. RE-ENTRY:**

In case the said rent or any part thereof shall at any time be in arrear and unpaid for three calendar months after the due date or the lessee is in breach or non-observance of any of the conditions mentioned in this deed, the lessor may enter upon the said land and repossess it as if this demise had not been made, within Three calendar months from the date of such re-entry, the lessee will be entitled to remove all buildings and fixtures which have been erected or affixed by him upon the said land.

Provided further that when any cause or right of re-entry arises under the foregoing proviso, it shall be lawful for the lessor, as the consideration for the non-exercise of the power of re-entry, to receive from the lessee a sum of money as the Managing Director may fix in compliance with the instructions issued by the state government from time to time and, if the lessee fails to pay, such sum within the time fixed by the Managing Director's order, to recover the same as an arrear of land revenue or exercise the right of re-entry under the forgoing provision or both.

### **23. APPEAL:**

- 23.1 If the lessor terminates/ cancels the lease deed, 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.
- 23.2 If the lessee files an appeal as per clause 23.1, the Secretary shall after granting an opportunity of hearing to the lessee be competent to pass any orders that may be deemed necessary. The decision passed by the Secretary shall be final and binding on both parties. However the parties not satisfied with the decision may exercise the right available under Article 226 of the Constitution of India to approach the High Court under writ jurisdiction.
- 23.3 After the final order to terminate the lease deed is passed 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 will be forfeited and possession will be taken over by the lessor.



## **24. DISPUTE RESOLUTION:**

- 24.1 In case of any dispute (except for cancellation of lease deed) the parties will attempt in good faith to resolve any dispute initially through negotiations. If the dispute cannot be settled amicably within 14 days from the date on which either party has served written notice on the other of the dispute then the dispute shall be resolved as per clause 24.2 and 24.3.
- 24.2 In the event of a dispute between the parties which could not be amicably resolved the aggrieved party shall refer the dispute to be resolved by arbitration.
- 24.3 The arbitral proceedings shall be as per the provisions of Madhya Pradesh Madhyastham Abhikaran Adhiniyam 1983.

## **25. GENERAL CONDITIONS:**

- 25.1 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.
- 25.2 The lessee shall ensure that the site is continuously used for the purpose this deed is being made. In case for a period of one year, the lessee fails to operate the project for the purpose of this lease or the site is non operational for a period of one year, then the lease shall be terminated.
- 25.3 The lessee shall be bound to environment protection measure as per the prevailing laws within the allotted land area and shall not do anything adversely affecting the environment. 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.
- 25.4 The lessee shall be responsible for any damage or loss caused at the site and if any loss or damage is caused to any person due to the activities of the lessee, the same shall be the responsibility and shall be borne by the lessee.
- 25.5 The lessee upon registration of this lease deed shall deposit the certified copy of the registered lease deed with the officer authorised by the lessor and keep the original.
- 25.6 The lessee shall not carry on or permit any person to carry on, any illegal trade or business on the said premises.
- 25.7 Despite of efforts to handover the possession by the lessor, the lessee fails to take possession within one month from the date of signing the lease deed, it will be deemed

to have taken the possession by the lessee and the lessee shall have to complete the project as per the time lines mentioned in the clause 7 of the lease deed.

25.8 If the lessor fails to hand over the possession of the land parcel/property due to any inevitable reasons, the lease may be terminated within one year with mutual consent of both the parties. In such case the premium amount, lease rent and performance security deposited by the lessee shall be refunded in full. No interest shall be payable on such refund.

## **26. INTERPRETATION:**

It is agreed that the expressions “the lessor” and “the lessee” herein used shall, unless inconsistent with the context, include in the case of the former, his successors and assigns and in the case of the latter, his heirs, executors, administrators, representatives and assigns.

## **27. JURISDICTION:**

The sitting of all challenges arising out of the deed or its implementation shall be in Bhopal. The District court of Bhopal and High Court of Madhya Pradesh Principal seat at Jabalpur shall have Jurisdiction over matters arising out of arbitration.

## **28. GOVERNING LAW:**

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

### **SCHEDULE**

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

#### 1. Land-

Patwari Halka No.	.....
Khasra No. –	.....
Village-	.....
Tehshil-	.....
District-	.....
Area (Rakba) in Hect.-	.....

#### 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 deed the day and year first above written.

<p>Witness</p> <p>1----- ----- -----</p> <p>2----- ----- -----</p>	<p>For Lessor, Madhya Pradesh Tourism Board through Managing Director</p>
<p>1----- ----- -----</p> <p>2----- ----- -----</p>	<p>For lessee M/S..... through.....</p>

## OTHER CONDITIONS

### Scope of the Project

- The selected Bidder / Lessee shall be responsible for development, operation, maintenance, management and transfer of Hotel/Resort/Wellness Centre at Village Mahalgaon District Alirajpur in Madhya Pradesh.

### Rights to the Lessee

- The Lessee shall develop, operate and maintain the Project for the purpose of and to the extent conferred by the provisions of the RFP and Lease Deed;
- The Lessee shall demand, collect the appropriate User Charges from the users for using the Project;
- The Lessee shall bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under the RFP and the Lease Deed; and
- The Lessee shall not assign, transfer or sublet or create any lien or encumbrance on the conditions in the RFP, or the Lease hereby granted or on the whole or any part of the project facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by the RFP and the Lease Deed.

### Lease Period

- The Lessee would operate the Project throughout the Lease Period of 90 (Ninety) years from the date of signing of the Lease Deed.
- On the expiry of the Lease Period or early termination of the Lease Deed, for any reason whatsoever, the Lessee shall surrender to the Authority the all Project Assets and Project Facilities with all assets, fixtures, all or any singular rights, liberties, privileges, easements and appurtenances belonging to or in any way appurtenant thereto or enjoyed therewith, as constituting the Project Assets (as such time), without any encumbrances.

### Responsibility of Lessee

- The Lessee shall submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project within 60 days of signing of the Lease Deed.
- The Lessee shall also be responsible for procuring ALL APPLICABLE PERMITS as required for the project from the various Central/State level agencies and duly submit the copy of the Permits to the Authority within a period of 120 days from the date of signing of the Lease Deed.
- Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- The Lessee shall develop the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project.
- The Lessee shall maintain the Project and the Project Facilities in excellent working condition for the entire Lease Period and bear all cost / expenses for doing the same.
- The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
- The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.

- The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project.
- The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under these Contract Conditions, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- The Lessee shall be permitted to put up its sign board on the main entrance of the Project Facility in addition to the name and logo of the Lessee.
- The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to the Authority, for its records within 30 (thirty) days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under these RFP conditions and Lease Deed signed with the Authority, without any reference to any other party operating the premises. Sub-leasing of the Project Site / Project Assets / Project Facilities by the Lessee is not permitted.
- The Lessee shall pay all taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of the Lease Deed and all other Project Agreements.
- The Lessee shall ensure that the personnel engaged by it in the performance of its obligations under these Contract Conditions are at all times properly trained for their respective functions; and
- The Lessee shall transfer the Project, Project Facilities to the Authority upon termination of the Lease Deed.
- The Lessee shall ensure that the respective entities owning the right of way or utilities on, under or above the Site are enabled by it to keep such utilities in conditions satisfactory use, if necessary, by providing suitable temporary or permanent arrangements with the authority of the controlling body of that right of way or utility, and the Authority shall, upon written request from the Lease, initiate and undertake at the Lessee's cost, legal proceedings for acquisition of any right of way necessary for such arrangements.
- While handing over the possession of the land the lessor shall compute the trees available on the land.
- The lessee shall not fell any tree available on the land. However, in case such trees cause a material adverse effect on the construction, operation or maintenance of the Project the lessee will not fell any tree without obtaining the permissions from the competent Authority as per prevailing laws.
- The lessee shall plant sufficient number of trees and plants on the land to keep the site clean and green. The lessee shall protect natural water bodies situated /passing through the allotted land.

## Hygiene Standards

The Lessee shall be responsible for meeting the following hygiene and quality standards

- The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
- The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding;
- The Authority reserves that the right to get the food samples/raw materials tested at authorized / certified laboratories at the cost of the Lessee;
- The Lessee shall be duly bound to reveal the source of procurement of raw material for any food-item if asked by the Authority.
- The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of the Authority issued from time to time in this respect; and
- The Lessee shall ensure clearance of all the rubbish and waste generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the Project Site.
- In case the Lessee fails to maintain the applicable hygienic standards, the Lessee shall pay a penalty of Rs. 500/day for the first 10 days and Rs.1000/day subsequently to the Authority till such time the hygienic conditions are met. The penalty will be payable ten days after issue of written notice by the Authority.

DETAILS OF THE SITES

<b>Land Detail :-</b>	<b>Land Name/ Location</b>	<b>Mahalganv on river Narmada Bank</b>
	District	Alirajpur
	Area (in Hect)	2.00
	Khasra number	319
	Google Coordinate	22.092218, 74.457786
<b>Photograph:-</b>		
<b>Connectivity:</b>	Nearest Major City	Indore – 200 Km
	By Rail	Indore – 200 Km
	By Air	Indore – 200 Km
<b>How to reach</b>	<p>From Indore directly or by road through Khalghat town.</p>	

TSM



<p><b>Nearly Tourist Destinations</b></p>	<p>Omkareshwar (200 km), Maheshwar (150 Km), Mandu (136 Km), Indore (200 Km), Hanumantiya (265 Km)</p>	
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