

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD

Request for Proposal for Development of Camping Site at
Village Bijadhana District Chhindwara, Madhya Pradesh

Information and Instructions for Bidders

2017



**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
LTD
PARYATAN BHAVAN, BHADBHADA ROAD, BHOPAL**

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**No. 15154/Estate-legal/MPT/2017
System No. 1203**

Bhopal, Date 17/11/2017

Madhya Pradesh State Tourism Development Corporation Ltd is interested in developing the Camping Adventure Sports activities as mention through DBFOT mode at the land parcel as details blow :-

No.	Village	Tehsil	Distt.	Khasra No.	Area in Ha.	Proposed activity
1	Bijadhana	Tamia	Chhindwara	1	7.216	Camping /Adventure Sports

The RFP documents can be downloaded from web site www.mpeproc.gov.in from 20/11/2017. RFP documents can also be seen at www.mpstdc.com.

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.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their 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, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

1 INTRODUCTION

1.1. Background

1.1.1. The MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD(MPSTDC) (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 Bijadhana Distt. Chhindwara 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 applicants who will be eligible for, awarding the Project through an open competitive bidding process in accordance with the procedure set out herein. The land parcel is as follows:

- **Village Bijadhana Tehsil Tamia District Chhindwara Area 7.216 hac.**

1.1.2. 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 License Agreement (the "License"), 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 License Agreement (the "License Agreement") 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 15 years commencing from Appointed Date.

1.1.3. The detailed Scope of work Specifications and other general terms and conditions are provided in part 4 of the tender document. The scope of work will broadly include the development of Camping/Adventure activities at Bijadhana, District Chhindwara and operation and maintenance thereof till the period of 15 years in accordance with the terms and conditions of RFP and the License Agreement. The Selected Bidder shall carry out development as per applicable laws and regulations. The Bidder will be free to determine and collect user charges In lieu of the developmental and operational rights of the site, the Selected Bidder shall provide a onetime Upfront Premium 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 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 (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-I.

- 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 License Agreement 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 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:

Sr. No	Title	Description
1	Website	Bidders can have access to free view of tenders by using centralizer Govt. of Madhya Pradesh portal (www.mpeproc.gov.in) of various departments.
2	Live Tenders	To Download / View the tender notifications and corrigendum free of cost from website, follow the steps given below: - 1. Click on “TENDER” after opening the e-Procurement website. 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”. 3. Click “Submit” to view the results. A list of tenders will appear on the screen. 4. Click to print the notification. 5. Click to view the cost free documents.
3	Registration & Digital Signatures	For all the users it is mandatory to procure the Digital Signatures. For Digital Signature contact e-Procurement Help Desk. Bidders are requested to follow the below steps for registration: - 1. Click “Register”, fill the online registration form. 2. Pay the amount of Rs. 500/- +Taxes as applicable - through Internet Payment Gateway. Any of the Master / Visa card will be accepted. 3. Send the acknowledgment copy to eproc_helpdesk@mpsdc.com for verification. 4. As soon as the verification is being done the e-Procurement user id will be enabled. 5. Before making the payment the Bidder will have to upload the following documents in scanned form in the website: - Documents to upload: -

		<p>(a) Company Address Proof</p> <p>(b) PAN Card</p> <p>(c) Company Registration Certificate</p>
4	Participation in the Tender	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.
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"> 1. Insert the PKI (which consist of your Digital Signature Certificate) in your System. <p>(Note: Make sure that necessary software of PKI be installed in your system).</p> <ol style="list-style-type: none"> 2. Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer). <p style="text-align: center;">Or</p> <ol style="list-style-type: none"> 3. Go to Start > Programs > Internet Explorer. 4. Type www.mpeproc.gov.in in the address bar, to access the Login Screen. 5. Enter e-Procurement User Id and Password, click on “Go”. 6. Click on “Click here to login” for selecting the Digital Signature Certificate. 7. Select the Certificate and enter DSC Password. 8. Re-enter the e-Procurement User Id Password. 9. Select the Departments from the drop box with which intends to participate in the tender.
6	Online Request for the Tender	<p>To make an request for Tender Document Bidders will have to follow below mentioned steps: -</p> <ol style="list-style-type: none"> 1. Click “Un Applied” to view / apply for new tenders. 2. Click on for online request. 3. Pay the Tender Fee / Processing Fee online. 4. Click “Select Department” to switch over from one department to another.
7	Download Documents	<p>After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps: -</p> <ol style="list-style-type: none"> 1. Click to view the tender documents which are received by the user. 2. Tender document screen appears. 3. Click “Click here to download” to download the documents.
8	Upload files – Technical Sheet / Price Sheet / EMD / mandatory documents	<p>To upload the supporting documents Bidders will have to follow the below mentioned steps: -</p> <ol style="list-style-type: none"> 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. 2. Click “Click here to enter EMD Details” to feed the EMD details and upload the scanned EMD. 3. You can opt for OTC or NEFT to pay EMD / form fee online. 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.

		<p>5. Click “Click here to Download Empty Document” to download the Technical / Price Sheet and fill the same without changing the “File Name” and save on to the computer.</p> <p>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.</p> <p>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.</p> <p>8. Provide the entire mandatory documents (if any) requested by the official.</p>
9	To Upload / attach the additional documents	<p>Once the supporting documents are uploaded, these are to be attached with tender by following steps: -</p> <ol style="list-style-type: none"> 1. To attach the additional documents to any tender click “Document Library” and upload the same. 2. Attach the required documents to the concerned tenders from general document section to the tender document screen.
10	To Submit the Tender	<p>After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions: -</p> <ol style="list-style-type: none"> 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. 2. Note down / take a print of bid control number once it displayed on the Screen
11	To participate for the opening	<ol style="list-style-type: none"> 1. Tender opening event can be viewed online. 2. Competitors bid sheets are available in the website for all.
12	e-Procurement Help Desk	<p>Help Desk Contact Details: - Toll free no’s : 18002588684 Shri Abhishek Sharma Mob:- 09074774846 Training For E-Tendering is provided at TCS Help-desk 5th floor Db Mall Daily From 11:00am to 17:00Pm Monday to Saturday</p> <p>E-mail : eproc_helpdesk@mpsedc.com</p>
13	Grievance Redressment	Shri N.K. Brahme Mob: + 91 9425008086

1.2.5 (A) **Bid Security:** A Bidder is required to deposit only online through e-payment along with its Bid, a Bid Security equivalent to Rs.2.00 lakh (Rs. Two lakh) (the “Bid Security”) for land bid for, refundable not later than 60 days from the Bid Due Date or from the date of execution of License 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 license agreement and as a pre-condition for signing of the license agreement, shall be required to submit 'Performance Security' 5% of the project cost proposed by the successful bidder in his project report before signing the License Agreement. This Performance Security should be provided as per the following details:

(i) The amount of the Performance Security shall be valid for at least one year and shall be kept valid till the Commissioning date of the project;

(ii) The aforesaid Performance security shall be furnished by way of FDR or unconditional and irrecoverable Bank Guarantee as per the format provided at **Appendix III** in favour of Managing Director 'MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD'.

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, 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 parcels are as follows:

Land Parcel	Upset Price
Village Bijadhana Tehsil Tamia Distt. Chhindwara	Rs 04.00 lakh (Four lakh only)

Any bid less than the Upset Price shall be rejected.

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 15 years commencing from the Appointed Date i.e. from the date of signing the License Agreement. 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. The Bidders shall make payment of Upfront Premium as per below mentioned schedule:

No. of Installment	Payment Milestone	% of Premium	Mode of Payment
1 st	With in 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 favour of Managing Director, MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD payable at Bhopal or Online/RTGS/NEFT
2 nd	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 STATE TOURISM DEVELOPMENT CORPORATION LTD payable at Bhopal or Online/RTGS/NEFT

(B) The selected bidder is required to deposit the upfront premium alongwith G.S.T as applicable 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 un paid 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 License shall pay to the Authority annual license fee equal to 1% alongwith G.S.T. as applicable of the Selected Bid Price per annum by way of Annual license fee. (the “Annual License Fee”).

The first payment of such Annual Lease Rentals will fall due on the date of signing of License Agreement. Thereafter, the payment of Annual Lease Rentals shall be due and payable by the Licensee to the Authority every year on 1st of April. Failure to pay the Annual License Fee on due date shall attract simple interest at the rate of 10% per annum for the unpaid period. If the Annual License Fee payment remains unpaid for a period exceeding three (3) months from the due date, the Authority shall terminate the License Agreement as per the provisions of License Agreement and RFP.

- 1.2.11 The selected bidder shall have to complete the project within a period of 18 months mandatorily.

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

- 1.2.13. 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 The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Development of Tourism Facilities at Village Bijadhana District Chhindwara in Madhya Pradesh”.

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	Publication of bid	20/11/2017
2	Last date for receiving queries	27/11/2017
3	Pre-Bid meeting	27/11/2017 at 12:00 Hours
4	Authority's response to queries latest by	07/12/2017
5	Bid Due Date	11/12/2017 at 17:00 Hours
	Bid Submission End Date	12/12/2017 at 15:00 Hours
6	Opening of Technical Bid	13/12/2017 at 15:00 Hours
7	Opening of Financial Bid	shall be communicated later on at www.mpeproc.gov.in
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 License Agreement	with in 60 days from issue of LOA

2 INSTRUCTION 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 an individual or 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 Where the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956/2013 (the “SPV”) or any other act for time being in force, to execute the License Agreement 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 date of commencement 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 and O&M 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 “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. 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 License Agreement and subsequently perform all the obligations of the

Licensee in terms of the License Agreement, in case the license 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 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 second anniversary of the project construction completion 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 Licensee in relation to the Project until the Financial Close of the Project is achieved in accordance with the License Agreement ; and
 - vi. No nonvoting right shares shall be issued to the consortium members in the SPV company at any point of time
 - vii. The shareholding 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 Jt. 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.

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

- 2.1.3 **Technical Capacity:** The bidder should fulfil the following technical qualifications:
1. The bidder should own/have on lease or have permission to operate minimum 2 (Two) numbers of camping sites on the bid due date. Each such camping site should have the capacity to house at least 20 persons at a time. The size of the camping site shall not be considered.
 2. The bidder should have managed at least 10 camps in the last three years. Managed means marketing the camp, selecting the participants, charging them for the service, making arrangements at the camping site.

3. Following Documentary proof to be given for claiming the experience

- i. Owner ship document – Registration of the land
or
Copy of the License Agreement
or
Permission of the competent authority to organise the camping site
 - ii. Details of 2 camping sites existing on the bid due date
 - iii. Details of other 10 camps in last three years. (copy of the bills raised, atleast one copy of each year preceding the bid date, in support of last three years experience
 - iv. Photograph of the camping sites
4. If a Director/Partner of any company/firm submits his bid in an individual capacity, his companies experience shall be considered as his experience of operating the

Camping site only on producing documents that he is holding the post of Director/ Partner in the company/firm since last five years continuously.

5. Contents of Technical Bid:

The bidder is expected to complete the project within 09 months mandatorily.

The bidder would be required to furnish the following as part of their Technical Bid for the Project:

a. **Project Appreciation**

Under this item, the bidder should provide a brief description/ Concept Plan/layout with brief understanding of the project.

b. **Concept Plan**

The bidder should provide the outline of their Concept Plan/layout in brief / Total project cost including:

- i. Proposed area development including sub-components.
- ii. Implementation methodology and phasing/time schedule.
- iii. Proposed investment in basic infrastructure and sub-components.
- iv. Marketing and O & M strategy.
- v. Details of the % of the total investment proposed to be made along with time lines of physical implementation of the project in the format prescribed in appendix –XII..... .

6. Financial Capacity: The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs.50.00 lakh (Fifty lakh only) in prescribed format at the close of preceding financial year.

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.

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 2016-17 as on 31.03.2017), in the prescribed format at appendix VIII, specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.4 (i)

For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity including equity premium and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

- (ii) Documents that prove the claims of technical capacity to the satisfaction of the authority

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 draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

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 License to the Authority, as per the Schedule of payment mentioned at Clause 1.2.9. (A)

- 2.2.5 The Bidder shall deposit a Bid Security only online through e-payment for an amount as specified in Clause 1.2.5 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 License Agreement 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 favor 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 constituents) 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 advisor 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 License Agreement. In the event any such advisor is engaged by the Selected Bidder or Licensee, as the case may be, after issue of the LOA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or License for the same.

2.2.13 The RFP is not transferable.

2.2.14 Any award of license 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 member of a Consortium.

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 While Qualification is open to persons from any country, the provisions of Government of India's prevailing guidelines /norms shall apply:

2.2.18 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 1 (one) year, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business Change in Composition of the Consortium

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 a period of 5 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 five 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 5 (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 License Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP and the License Agreement, be deemed to be a breach of the License Agreement 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 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 License Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the RFP and the License Agreement, be deemed to be a breach thereof, and the License Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Licensee. In such an event, notwithstanding anything to the contrary contained in the RFP and the License Agreement, 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 Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 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;
- 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 License Agreement; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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 License Agreement or after its execution and during the period of subsistence thereof, including the license 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 Licensee either by issue of the LOA or entering into of the License Agreement, and if the Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Licensee, 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.

S	
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Scope of Work
Section 5	Fraud and Corrupt Practices
Section 6	Pre-Bid Conference
Section 7	Miscellaneous

Appendices

- I. Letter comprising the Bid alongwith Annexure I, II,III, IV
- 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

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 General Manager (Estate and Legal) 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 no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded in the website www.mpeproc.gov.in without identifying the source of queries.

General Manager (Estate and Legal)

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD.

Paryatan Bhawan, Bhadbhada Road, Bhopal. 462003

E-mail:estateandlegal@mpstdc.com

- 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

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 matters 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 and Signing of Bid

2.12.1 The Bidder 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.

2.13.2 The documents of Technical Bid shall also be submitted online through www.mpeproc.gov.in in the format as specified in Annexure 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 prescribe format.

2.13.7 "Key Submission"

a) Document fee Rs. 10,000/- + GST as applicable and EMD Amount of Rs. 2,00,000/- (Rs. Two 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) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – V);

d) If applicable, certified copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VII;

e) If applicable, certified copy of Memorandum and Articles of Association;

f) If applicable, certified copies of Bidder's duly audited balance sheet and profit and loss account for the latest financial year;

g) In case of an individual copies of Income Tax Returns for the last three years;

h) Documents related for claiming the experience as mentioned in clause 2.1.3.3;

- i) Project appreciation as mentioned in clause 2.1.3.5 (a) (b)
- j) Net worth certificate in prescribed format (Appendix VIII) from the Chartered Accountant as mentioned in clause 2.1.4(i)

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

Qualification Submissions

- k) Letter comprising the Bid in the prescribed format (Appendix-I) along with Annexure I, II, III, IV and supporting documents
- L) Financial bid in prescribed format at Appendix II

All above information be uploaded online on www.mpeproc.gov.in.

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. 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 License Agreement. 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 this RFP.

2.16.4 The License Agreement and RFP shall be deemed to be part of the Bid.

2.17 Rejection of Bids

2.17.1 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.

2.17.2 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.

2.18 Validity of Bids

2.18.1 The Bids shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19 Confidentiality

2.19.1 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.

2.20 Correspondence with the Bidder

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

D BID SECURITY

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security only online through e-payment referred to in Clauses 2.2.5 and 2.2.6 hereinabove.

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

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

2.21.4 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/On line and for this purpose the bidder is required to fill the information in prescribed format given at Appendix-X.

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

2.21.6 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 2.21.7 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.

2.21.7 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 05 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 License Agreement and/or
 - ii. to furnish the Performance Security within the period prescribed therefore in the License Agreement; or
- (e) In case the Selected Bidder, having signed the License Agreement, 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 Bids online on the Bid Due Date, at the office of The Managing Director, MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD, Bhadbhada Road , 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 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 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. Latest financial year means the 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 2.1.3.6 and provide details as per format at Annex-III of Appendix-I.

3.6 Short-listing 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 2.1.3.1 and Clause 2.1.3.6 of this RFP. The Bidders satisfying Technical and Financial Capacity will be shortlisted as a qualified Bidder and shall be considered for the next step 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 land shall be declared as the Selected Bidder (the "Selected Bidder") for the respective land. 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 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.7.3, the Authority may, in its discretion, invite fresh Bids (the "third

round of bidding”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

- 3.7.5 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 as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the License Agreement within the period prescribed period 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 License Agreement.
- 3.7.7 Before signing the License Agreement. The selected Bidders 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 License Agreement.

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.

3. SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND OTHER CONDITIONS

4.1 Broad Scope of Work:

4.1 The Scope of work will broadly include development of camping Site & the Adventure Activities with pertinent structures, infrastructure and facilities operation & maintenance of the complete facilities for a period of 15 years.

The Developer shall have the right to develop the infrastructure and Facilities to undertake Camping Site and adventure activities in accordance with this RFP documents .

The facilities and infrastructure to be developed operated and maintained shall be in the line with the specification and Guidelines mentioned in the RFP.

The developer shall operate and maintain the complete facilities for the contracted period and thereafter at the end of contract transfer the facilities in operating conditions.

DESCRIPTION OF MINIMUM FACILITIES THAT THE BIDDER WILL HAVE TO DEVELOP

CAMPING FACILITIES:- Camping facilities should have clear ground admeasuring at least 1000 sq.mtrs. It should have tented accommodation capacity for at least 20 persons. There should be a minimum of 10 tents. The gross carpet area of tents should admeasure at least 200 sq.mtrs. all the tents should have attached toilets. The tents should be put on a platform raised to a minimum of 2.5 feet above the ground. The tent site should have adequate security. The site should have eco-friendly structures admeasuring at least 200 sq.mtrs. for such purposes as food, recreation, relaxation and lockers. It should have adequate electricity, water supply, safety and security arrangements, sewerage disposal and drainage facility.

TIME PERIOD FOR COMPLETION OF PROJECT:- _The shall have to be completed within 09 months mandatorily.

The scope of work shall include but not be limited to the following :-

- a) Preparing concept lay out plan indicating all the activities, preparing detailed design for the project and getting them approved from the Authority, local bodies and other agencies as applicable.
- b) Construction of infrastructure as per the approved design and installations of equipment involving and not limiting to earth levelling work, site development, civil work, development of circulation area, pavements, landscaping and any other requirement incidental thereto, for operating adventure zone.
- c) Design, Photos and technical specifications of different structures, equipments etc of different activities .
- d) Requirement of power .
- e) Manpower deployment during setup & operation.
- f) contingency for accidents & evacuation plan .
- g) Maintenance , safety & security .
- h) Maintenance and operation of the proposed facility for entire contract period.

- i) Bidder may propose to develop infrastructure permanent/ temporary for any other recreational activity/ies as per the demand and available area with prior consent and written approval of the Authority.
- j) The development, operation and maintenance shall be carried in accordance with the specifications and guidelines issued from time to time by the government or any other authority.
- k) The scope of services specified have not exhaustive and the Bidder shall undertake such other tasks as may be necessary to implement the project successfully.

4.2. Period

The period for the project shall be 15 years from the date of execution of Agreement or date of the possession of the site whichever is later and shall include the period of development of project facilities. The commercial operation date shall not be later than 9 (nine) months from the date of possession. Renewal of the period be considered on the revised terms & conditions as set out by the Authority. The operator/successful Bidder shall have the first right to accept or to reject the revised terms & conditions as proposed by Authority.

4.3. Proposed Model of Development & Operation

- (I) Cost For setting up of the project with all activities , apparatus, equipments , management, operations & infrastructure etc will have to be assessed by the Bidder .
- (II) Cost of operation & maintenance for the contracted period of 15 years will have to be assessed by the Bidder.
- (III) The Bidder shall create the required infrastructure and arrange skilled and trained manpower to operate and maintain the camping site & adventure activities.
- (IV) On the basis of its assessment, the bidder shall quote the amount in financial bid in two parts i.e. one time cost of infrastructure development and recurring cost to operate and maintain the facilities for the entire period of 15 years.
- (V) The Authority will provide :-
 - a) One time 100% capital support of project cost for setting up the project.
 - b) All costs towards operation, renovations, repairs, maintenance of the equipments & apparatus during the contract period which Shall be increased by 5% every year
- (VI)The Authority shall also have the right to charge & retain user fees for usage of facilities from the people visiting the site .
- (VII) The Bidder shall not have right to charge & retain user fee from the customer.
- (VIII) At the end of the contract period including extensions if applicable the Bidder shall handover all assets to the Authority in normal working condition only accepted by the Authority

4.4. Proposed Site

The proposed site is located at Village Bijadhana District Chhindwara, Madhya Pradesh .

4.5 Specification and guidelines

The Selected agency / operator shall install Adventure Sports equipment of good quality conforming to international standards. The Selected agency / operator should furnish quality certificate from competent authority for these equipment.

4.6 Safety Norms

Aero-sports - Adherence to safety guidelines is must for Aero Sports and enforcement of the norms contained herein is on the basis of the same prescribed as "Basic Minimum Standards For Adventure Tourism Related Activities" by the Ministry of Tourism, Govt. of India

Land-sports - Adherence to safety guidelines is must for Land Sports and enforcement of the norms contained herein is on the basis of the same prescribed as "Basic Minimum Standards For Adventure Tourism Related Activities" by the Ministry of Tourism, Govt. of India Enforcing authorities can add further regulations, if any deemed necessary, to these norms to suit local conditions.

4.7 Safety Norms Aero-sports

Aero sports need the highest skill requirements. They also have the highest risk element and anything that goes wrong hardly gives an opportunity for corrective action. Accordingly adherence to safety guidelines must be followed meticulously. The "Basic Minimum Standards For Adventure Tourism Related Activities" as prescribed by the Ministry of Tourism, Govt. of India must be followed. Enforcing authorities shall add further regulations, if any deemed necessary, to these norms to suit local conditions.

Generally the following principles need to be adopted:

- (a) The equipment used in each aero-sport must be defined in terms of its specifications, certifying agency and its life (shelf life and usage life), as defined by the manufacturer, who for the purpose must hold a valid authorization for manufacturing the particular aero-sport equipment.
- (b) Instructor/operator qualification is very important. It is not enough to have an initial certificate or qualification.
- (c) Currency and continued evaluation in terms of safety and skill needs to be carried out.

PARAGLIDING Infrastructure:

1. Operator must have access to safe and open take off points in case of hill launches. The take off point should be free from obstructions in the take off path and should not have rock or crops which could injure the participant. Cliff take off points must strictly not to be used.
2. The operator must have free and clear access to a designated landing ground free of obstructions such as tall trees, buildings, electric wires etc.
3. First aid must be available at site with Qualified First aid Instructors (having additional knowledge of related accidents), with arrangements with a nearby hospital for quick emergency services.
4. Wind conditions should be strictly monitored and the activity must be done within the weather conditions stipulated by the equipment manufacturer. Equipment And Accessories
5. Paragliding wings must have APCUL DHV or CEN certification. Such certification should be stitched on the wing and visible for inspection. Harness should be with back protection and harness must be fitted with round type certified rescue parachute.
6. Helmets and Ankle shoes must be compulsory.
7. Proper log books must be maintained for all equipment.
8. Annual inspection and certification of equipment for air worthiness must be carried out.

Operator Qualification

9. In case of solo flights the pilot should have undergone two full days ground training consisting theoretical and practical training and instructor should satisfy himself of the first launch both in hill and winch launched paragliding. For first 15 launches height should be restricted to Max 500 feet and student should be radio guided. After demonstrated capability for 180 degree stable turns, five spot (20 Mtr) landings and after the theory paper is cleared, the student may be allowed to carry out free fly. The student pilot must have a valid registration with a club recognised by the Aero Club of India.

10. Tandem pilots must have a tandem pilots licence issued by the competent authority, which will be issued after the following: (i) 150 logged flights. (ii) 35 h + logged. (iii) Pass theory paper

11. All instructors must be current pilots having sufficient knowledge and experience in the sport.

PARASAILING

Operator Classifications

1): All operators shall be certified by the appropriate agency in terms of their capability to conduct the activity on land or water, specifically endorsed to allow multi-passenger flight operations.

2) In Flight Floatation Devices and helmets: At all times passengers participating in parasailing activities over water, while in flight shall wear a properly fitted approved life jacket. Over land, the passengers must wear an ISI approved helmet.

3) Assumption of Risk And Release of Liability Waiver: Without exception, all operators shall require ALL PARTICIPANTS of legal age or if a minor; a parent or legal guardian to read and sign an assumption of Risk and Release of Liability waiver prior to starting the activity.

4) Passenger Safety Briefing: All parasail participants shall be required to view a Parasail Safety Briefing video and/ or be given a written Parasail Safety Briefing handout. In addition, the crew shall give a pre-flight verbal summary of the briefing before any parasail flight activities commence, which should include the following:

- a. A description of the activity itself.
- b. Safety precautions while underway and in-flight.
- c. Safety and life saving equipment locations.
- d. Warnings and Procedures for unexpected events, such as water landings, equipment malfunctions, and towline separation.
- e. Procedure in the event of an emergency .
- f. The proper use of signals.
- g. Question and answer period.
- h. Exclusion of any participant that may be afraid or intimidated prior to participation.

1) Proximity to Obstructions. Wind restrictions: Operator should have a wind measurement device and should not operate in winds exceeding 18 Kph. Operator shall at all times maintain a minimum operating distance from any surf-zone, shoreline, or fixed object, of not less than 500 feet. In addition, at no time shall a parasail vessel's operator allow a canopy to pass within the following distance from the shore while an onshore wind is present. (Onshore wind shall be defined as any wind direction that could potentially place a parasail vessel, canopy, or participant in contact with land in the event of the loss of vessel or systems power and/or line separation.)

2) Responsibility of Vessel Sea worthiness and tow vehicle road worthiness: It shall be the responsibility of the first mate in charge to make certain that the vessel is maintained and is properly equipped in a sea worthy condition. A current written log shall be kept of all mandatory daily inspections and all routine maintenance performed on vessel. Under no circumstances shall the operator and/or crew utilize any equipment outside the parameters for

which it was designed and must at all times adhere to manufacturers' specifications, requirements and/or recommendations.

3) Similar conditions should apply for land based parasailing vehicles.

4) Passenger Weight Restrictions: At no time shall a passenger be allowed to participate in parasailing activities unless they meet the manufacturers' recommendations or requirements in terms of weight. Passenger must be able to be comfortably and safely fitted into harness.

5) Towline Length Limitations: At no time a. shall any vessel's winch drum be equipped with more than 500 feet of towline, while conducting parasail flight operations. Similarly land based operations should not use more than 500 feet of rope. b. Exceed a maximum of 300 feet AGL (Above Ground/ Water Level).

6) Minimum Age Requirements: Children may participate in parasailing activities only after the operator has made reasonable prior judgment that wind and sea conditions are conducive to such activities and extreme caution should be exercised. Children under 12 are not to be allowed.

7) Towline Inspection and Maintenance: Towline in its entirety shall be inspected daily for damage and/or wear and if necessary shall be immediately replaced. Towline shall be kept clean and maintained in accordance with manufacturers' specifications, requirements and/or recommendations.. A written log of such inspections and maintenance shall be kept at all times.

8) Pre-Flight Weather Evaluation: It is the operators responsibility to evaluate and determine if weather conditions are favourable for parasailing. He shall use all means available to make such a determination. No operator shall knowingly parasail in rain, heavy fog or during a known lightning storm within 50 km from the parasailing area, in addition a daily weather log shall be maintained.

9) Multiple Passenger Flights: Multi-passenger flights shall only be conducted under the following conditions and only after the operator has made reasonable judgment prior to each and every flight. Extreme caution shall be exercised:

a) At no time shall there be more than 2 passengers in any canopy.

b) Wind conditions must be adequate, stable and consistent.

c) Conditions must be conducive to such activities.

d) Commercial equipment specifically designed and professionally manufactured for multipassenger flight operations must be utilised.

e) All equipment must adhere to manufacturers' specifications, requirements and/or recommendations.

f) Vessel's winch system must be equipped with a functional level-winder during all multipassenger flights.

BUNGEE JUMPING

Essential requirements:

1) All parts of the jump line must be duplicated. This extends from the connection of the bungee to the jumper and the connection to the structure at the other end of the line. Normally the jumper should have an attachment to ankle straps, and another to a body or sit harness.

2) Equipment (harnesses, karabiners) should be of sound construction and suitable for this use. Mountaineering equipment from reputable suppliers is appropriate. Karabiners should be of the screw gate type.

3) Braided ropes: At least 2 braided ropes should be used and matched to the weight of the jumper; they should be to BS 3F70 1991 specification for heavy duty braided rubber cord, or to a demonstrably similar standard.

4) Unbraided ropes: Normally one unbraided rope is adequate because of the in-built redundancy from its structure of approximately one thousand individual strands bound together. Each rope should have an examiners certificate from an independent source and be selected according to the weight of the jumper.

5) Rope log books should be kept, describing maximum load, and numbers of jumps and drop tests undertaken, and in the case of unbraided ropes, any other conditions required by the

examiner (eg length of time in sunlight). Ropes have a finite life and operators should be able to demonstrate that this has not been exceeded.

6) There should be a written operating procedure. If not written, elements will be more likely to be forgotten or short circuited.

7) Both operators and enforcement officers should be able to check that safe procedures have been established and are being followed.

8) The procedure should cover at least:

- a. medical enquiry;
- b. age verification - if under 18, parental consent should be required;
- c. if under 14, they should not be allowed to jump;
- d. weighing and rope selection: There should be a method of checking that the weight of the jumper has been correctly measured and recorded so as to ensure that the correct rope is selected for each jumper;
- e. attachment of each part of harness and ropes, and the checking of each action by a second trained person;
- f. briefing of jumper;
- g. entry into and riding in cage;
- h. re-instruction and jump; and
- i. retrieval of jumper.

9) Use of mobile cranes: Use of mobile cranes is not recommended as this is too dangerous.

10) Other important elements: Training of personnel is of paramount importance. Each job undertaken requires a different level of training and experience. Those in charge should be able to demonstrate that everyone who is carrying out a task has enough experience to do so, unless under direct supervision by another experienced person. There should be a proper training schedule showing how a person progresses from one level of competence to the next. The schedule of work should clearly state, who carries out every safety critical action and who checks it. Each person should know the tasks, which they are permitted to carry out and those which they are not authorised to do. To date, all known fatal accidents worldwide have resulted from human error.

11) The person in overall charge should keep close control of the site. Arrangements should be made to exclude spectators from the jump zone for their own safety and to avoid distraction of the operators.

12) Anyone in a cage should be securely attached to it. Spectator riding, especially by children, should be discouraged.

13) There should be a dead-weight drop test of the whole line at the beginning of the day to ensure its integrity.

14) Spares for all the components in the jump line should be kept on site so as to be available for immediate replacement of suspect components.

15) An air bag should be used for jumps over land with unbraided ropes. The purpose of the bag is to prevent a jumper striking the ground if an incorrect rope selection is made. It is not to safeguard jumpers who fall due to a failure to properly connect them to the supporting structure. Braided ropes to BS3F 70 have an outer covering which tightens when stretched.

16) Unbraided ropes do not, so there is more risk of a jumper descending too far if a wrong rope selection is made.

4.8.2 Safety Norms Land-sports

The "Basic Minimum Standards For Adventure Tourism Related Activities" as prescribed by the Ministry of Tourism, Govt. of India must be followed. Enforcing authorities shall add further regulations, if any deemed necessary, to these norms to suit local conditions.

1) General Guidelines for Mountaineering

a) All such trainers will have to be registered with Adventure Tour Operators Association of India and Ministry of Tourism.

b) The leader or Chief trainer and as many as possible of the trainers should have high altitude experience appropriate to the altitude of the peak to be climbed. He/ she must have been a member of three climbing expeditions above 6000 m and must have completed the Basic Mountaineering Course with an 'A' grade or an equivalent from abroad. He/ She must be qualified on first aid and cardiopulmonary resuscitation (CPR) certification.

c) An experienced doctor in the party is desirable but at the very least advance arrangements must be known for medical help. Advance arrangements must also be made for evacuation assistance in case of emergency.

d) The minimum safety equipment available is recommended walkie-talkie radios and recommended medical supplies.

e) The training material must give a true picture of all the difficulties and dangers involved, and avoid promising the impossible. The Biographical information about the guiding team should be included.

f) The trainees must truthfully reveal his/ her experience, supported by documentation/photograph, medical history etc to the Centre so that the Centre can make an informed choice about the potential trainee.

g) All equipment on which life is dependent must be Union International de Alpine Association (UIAA) or European Union (EU) certified.

h) Knowledge of low impact environmental expeditioning must be undertaken, pledging to environmental guidelines of Union International de Alpine Association (UIAA)/Himalayan Environment Trust (HET) etc.

TREKKING

1. The leader or chief trainer and as many as possible of the trainers should have experience appropriate to the difficulty of the route being attempted The trip leader must have completed at least two trekking trips in general and must have completed the Basic Mountaineering Course or equivalent with an 'A' grade. She/he must be qualified on first aid and cardiopulmonary resuscitation (CPR) certification.

2. The trainer and porter staff for the trek and the material supplied must be adequate for the aims of the party and stated level of services offered.

3. Adequate arrangements must be made known in advance for medical help available in the area. Advance information must also be made for evacuation assistance in case of emergency. Minimum first aid medical supplies must be carried on the trip. In case of a helicopter requirement for rescue operation, it is recommended that the Accreditation Committee be empowered to authorize the rescue.

4. Information provided to trainees must give a true picture of all the difficulties and dangers involved, and avoid promising the impossible. Biographical information about the trainer team should be included.

5. The trainee must truthfully reveal his experience, medical history etc to the Centre so that the Centre can make an informed choice about the potential client.

6. Information supplied in advance will include a clear statement of the guiding, portering and equipment which will be supplied by the Centre, together with details of the clothing and equipment to be required by the trainees.

4.9 Operation and Maintenance

(i) All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the selected bidder / operator at his cost and such document shall be kept effective and in force at all material times throughout the operation period.

(ii) The equipment, furniture and structures shall be insured against fire, rioting and other possible losses and the insurance policy be taken in the joint names of the the authority and the selected bidder / operator and the insurance premium will be borne by the selected bidder / operator.

(iii) The selected bidder / operator shall not encumber the property by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.

(iv) The selected bidder / operator have to confine his activities only within the specified area handed over to him.

(v) The Authority shall have the right to inspect the premises .

(vi) The selected bidder / operator should give priority to the guests of the authority and the guests will pay for the facilities as per the applicable tariff.

(vii) No unlawful and illegal activities shall be allowed inside the campus.

(viii) The selected bidder / operator should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other Industrial legislations without fail.

(ix) The Selected Agency/ Operator shall maintain the property in good condition and shall compensate the authority for any damages.

(x) Poor spare parts should be replaced immediately

(xi) The Selected Agency / Operator should operate the camping site & adventure activity Adventure Sports Park on continuous basis throughout the Agreement period.

(xii) If the Selected Agency / Operator fails to run the activity for a period of three months continuously the authority shall issue a notice to the Selected Agency / Operator and if the Selected Agency / Operator fails to operate the activity even after one month on receipt of the notice the authority shall re- enter in to the premises and resume the possession and the operation of the unit without further notice.

(xvi) In such case Selected Agency / Operator will forfeit the security deposit submitted.

4.10 Other Terms and Conditions

(i) All costs, charges, including stamp duty and registration charges, etc. shall be borne by the selected bidder / operator.

(ii) The Selected agency / operator shall not sublease the license to operate the camping site & Adventure activity.

(iii) The Bidder shall arrange electricity, water and maintenance and other facility in respect of Adventure Sports .

(iv) The Selected agency / operator shall erect of temporary structures for accommodating their staff at their own cost.

(v) The interventions in the terrain should be kept as minimal as possible and should be in consonance with the existing terrain and ecology.

(vi) Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Madhya Pradesh other than the mentioned terms and conditions in the tender. This will be binding on the Bidders.

(vii) If there are any changes in the Concession Agreement subsequent to the starting of the Bidding process and before the signing of agreement, the additions/modification/deletion of the conditions mentioned in Concession Agreement shall remain as a binding on the successful Bidder.

(viii) A detailed Agreement shall be executed with the successful Bidder.

4.11 Indemnity

4.11.1 The Adventure Zone activities and Operations shall be run and operate by “Agency / Operator” but the fact that MP State Tourism Development Corporation LIMITED (MPSTDC or The Authority) is the absolute owner of Land and ownership shall remain with the authority during the operation period as stipulated in the Concession Agreement,

4.11.2 Third party liability –

4.11.2.1 The Bidder shall indemnify and keep indemnified the Authority against any claims whatsoever, financial or otherwise made by third parties for any loss or injury to any person or property at any time during the complete License Period. The Authority shall not be responsible in any way for loss for damage by any means causes to the Bidder stock or property during the License Period.

4.11.2.2 The Bidder shall indemnify and keep indemnified the Authority against any claims whatsoever, financial or otherwise made by any employee / worker or trade union, association, etc. relating to any dispute whatsoever, at any time during complete License Period.

4.11.2.3 The Bidder will indemnify the Authority towards any willful infringement or contravention of any rules, regulations or laws of Municipal Corporation of Indore or any other Competent Authority. All applicable laws will be deemed to be applicable to the Bidder in respect of the use and occupation of the Licensed Premises and the Bidder agrees to abide by the terms and conditions therein.

4.11.3 The authority will not be vicariously liable for any act of the selected agency / operator and the selected agency / operator shall alone be liable for violation of any law and the selected agency / operator agrees to indemnify the the authority from all claims. **4.10 Breach of terms and conditions**

(i) In case the selected bidder / operator commits breach of any of the terms and conditions and stipulation herein contained on the part of the selected bidder / operator to be observed and performed, then in such cases the authority shall be at liberty to give a notice in writing to the selected bidder / operator to set right or rectify the breach or omission of any of the terms, conditions and stipulations of this agreement and in case of noncompliance on the part of selected bidder / operator within 30 days of the receipt of such notice, this agreement at the option of the authority may be terminated and upon such termination this agreement shall become null and void and all the rights of the selected bidder / operator herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the selected bidder / operator which need not be referred to arbitration.

(ii) The authority shall have the right to re-enter the premises and terminate the Concession Agreement, in-case of default or any type of malpractice noticed on the part of the selected bidder / operator.

4.12 Force Majeure Clause: If at any time during the continuance of this order the performance in whole or in partly by either party or any obligation under this order is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions or other acts of god, provided notice of the occurrence in any such event is given by either party to the other within 15 DAYS from the date of occurrence thereof, neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist **4.12 Exit**

(i) After the expiration of Concession Agreement period, the selected bidder / operator shall surrender possession of all immovable properties including superstructure now exists which may have been constructed by the selected bidder / operator with due consent of the authority.

(ii) The selected agency / operator shall not claim any title to the superstructure already put up and to be put up by him or any other compensation at the time of surrendering possession after the expiration of the Concession Agreement.

(iii) The selected bidder / operator should take possession of all the movable articles belonging to him at the time of handing over the unit to the authority failing which the articles will be disposed of by the authority as deemed fit without further notice to the selected bidder / operator.

(iv) On the expiry of the Concession Agreement, the selected bidder / operator shall handover all articles which were entrusted in good conditions

4.13 Arbitration

(i) All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction at Bhopal.

(ii) All Disputes between the Parties arising out of or relating to or in connection with this tender /Agreement, including the performance or non-performance of the obligations set out herein shall, so far as is possible, be settled amicably between the Parties within thirty (30) days after written notice of such Dispute has been given by one Party to the other Party. The venue of the amicable settlement proceeding shall be the Head Office of MPSTDC at Bhopal.

(iii) If any dispute or difference of any kind whatsoever shall arise in connection with or arising out of this contract or the execution of work or maintenance of the works there under, whether before the commencement or during the progress of works or after the termination, abandonment or breach of contract, and it is not amicably settled within 60 days of the notice being served on the other party , it shall be referred to arbitration under the provisions of the Arbitration Act 1996. The venue of the arbitration proceedings shall be the Head Office of MPSTDC at Bhopal.

(iv) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

05 FRAUD AND CORRUPT PRACTICES

- 5.1 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 License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or License, as the case may be, if it determines that the Bidder or License, 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.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the License Agreement, if a Bidder or License, 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 License Agreement, such Bidder or License 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 License, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 5.3 For the purposes of this Clause 05, 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 License Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the 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 License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical advisor 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 of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

06 PRE-BID CONFERENCE

- 6.1 Pre-Bid conference of the Bidders shall be convened on 10/10/2017 at 12:00 hrs in the office of the Managing Director, MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD. A maximum of three representatives of each Bidder shall be allowed to participate.
- 6.2 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 endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

07 MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed 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.
- 7.2 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.
- 7.3 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 2.13.7)

To,

Managing Director

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION

LTD(MPSTDC)

Paryatan Bhawan,

Bhadbhada Road,

Bhopal 462 003

Tel.:- 0755-4027116, +91-9424796865

E-mail: estateandlegal@mpstdc.com

Sub: Bid for Project – Bid for Development of CAMPING Facilities at Bijadhana district Chhindwara in Madhya Pradesh

Dear Sir,

1. With reference to the RFP document dated,¹ 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.
 - (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 5.3 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

¹ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
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) the 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 13th 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 License Agreement.
 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 License under the License Agreement till occurrence of Financial Close in accordance with the License Agreement.}²

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 Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

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

² Omit if the Bidder is not a Consortium

ANNEX-I: Details of Bidder

(refer to clause 2.13.2 and 2.13.7)

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

Sr. 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 penalised 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 2.13.2, 2.13.7 and 3.4 of the RFP)

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

Sr. No.	Project Name	Client/ Authority/ In-house	Area of the site	No. of Tents	Total No. of persons	Reference Page No. of supporting document

Instructions:

1. Certificate(s) from its statutory auditors³ or the concerned client(s) stating the Bidder has experience of construction in last 5 (five) years preceding Bid Due Date. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client;

³ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

ANNEX-III: Financial Capacity of the Bidder

(Refer to Clauses 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		
TOTAL		

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 **Error! Reference source not found.**

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 2.2.18.
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 0(i) of the RFP document.

ANNEX-IV: Statement of Legal Capacity

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

Ref. Date:

To,

Managing Director

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD(MPSTDC)

Paryatan Bhawan,

Bhadrabada Road,

Bhopal 462 003. .

Tel.:- 0755-4027116, +91-9424796865

E-mail: estateandlegal@mpstdc.com

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 authorised 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 (L), 2.16.1 and 2.2.4)

Date:

To,

Managing Director

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD(MPSTDC)

Paryatan Bhawan,

Bhadbhada Road,

Bhopal 462 003.

Tel.:- 0755-4027116, +91-9424796865

E-mail: estateandlegal@mpstdc.com

Sub: Bid for Project - Development of CAMPING Facilities at Bijadhana District Chhindwara 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 License until the 5 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 License Agreement 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 purposes 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 License Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in this RFP and the License Agreement, be deemed a breach thereof, and the License Agreement 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 License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
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 License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or 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 License Agreement, 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 offer a Upfront Premium of Rs _____(in words); to the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the License Agreement.
10. I/We agree to keep this offer valid for 180 (one hundred and 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 Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

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 STATE TOURISM DEVELOPMENT CORPORATION LTD.

Bhopal

WHEREAS:

- (A) **** (the “License”) and the MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD. (the “MPSTDC”) have entered into a License Agreement dated _____(the “License Agreement”) whereby the MPSTDC has agreed to the License undertaking Development of Tourism project at in Madhya Pradesh, subject to and in accordance with the License Agreement.
- (B) The License Agreement requires the License to furnish a Bid/Performance Security to the MPSTDC in a sum of (Rupees) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the License Agreement, till the date of commissioning of the project. (as defined in the License Agreement).
- (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 guarantees the due and faithful performance of the License’s obligations during the Lease Period, under and in accordance with the License Agreement, and agrees and undertakes to pay to the MPSTDC, upon its mere first written demand and without any demur, reservation, recourse, contest or protest, and without any reference to the License, such sum or sums up to an aggregate sum of the Guarantee Amount as the MPSTDC shall claim without the MPSTDC 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 MPSTDC.

2. Letter from the MPSTDC that the License has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the License Agreement shall be Conclusive, final and binding on the Bank. The Bank further agrees that the MPSTDC shall be the sole judge as to whether the License is in default in due and faithful performance of its obligations during the Lease Period under the License Agreement and its decision that the License is in default shall be final, and binding on the Bank, notwithstanding any differences between the MPSTDC and the License or any dispute between them pending before any court, tribunal, arbitrators or any other MPSTDC or body or by the discharge of the License for any reason whatsoever.
3. In order to give effect to this Guarantee, the MPSTDC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the License 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 MPSTDC 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 License Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the License contained in the License Agreement or to postpone for any time and from time to time any of the rights and powers exercisable by the MPSTDC against the License and either to enforce or forbear from enforcing any of the terms and conditions contained in the License Agreement and/or the securities available to the MPSTDC, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the MPSTDC of the liberty with reference to the matters aforesaid or by reason of time omission on the part of the MPSTDC 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 MPSTDC in respect of or relating to the License Agreement or for the fulfilment, compliance and/or performance of all or any of the obligation of the License under the License Agreement.
6. The Bank undertakes not to revoke this Guarantee during its currency except with the previous express consent of the MPSTDC in writing and declares that it has the power to issue this guarantee and the undersigned has full powers to do so on behalf of the Bank.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Address)

Note: The License shall keep the bank guarantee valid till the date of commissioning of the project by renewing it from time to time in compliance of clause 1.2.5(B) (i)

Appendix IV: Power of Attorney for signing Bid
(Refer Clause 2.2.7 and 2.13.7(b))

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Development of Tourism Facilities atDistrict in Madhya Pradesh** proposed or being developed by the MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION LTD(MPSTDC) (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 License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement 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 2

For

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

Witnesses:

- 1.
- 2.

(Notarised)

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

Appendix V: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.2(c) & 2.2.8

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 and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, 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 authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the 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 or 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 License Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 2.....

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

Appendix VI: Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Bid for Project - Development of Tourism Facilities atDistrict 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.
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/-

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)

AND

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)

AND

3. {..... 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)

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 STATE TOURISM DEVELOPMENT CORPORATION LTD(MPSTDC), a statutory body constituted in ___ under the _____ Act, 19__ having its office at _____ (hereinafter referred to as the “Authority” or “MPSTDC” 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 Tourism Facilities at 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

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

1.2 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 License Agreement with the Authority and for performing all its obligations as the Licensee in terms of the License Agreement 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 Liability

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

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

Forth 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 Part 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 operations of the project.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the License Agreement.

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 organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised 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 authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (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 fulfilment 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 executant(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 legalised 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 31ST MARCH -----)

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 31st March _____ is Rs. _____ (Rupees _____ only).

The methodology adopted for calculating net worth is as follows:

S.No.	Particulars	Methodology	Amount
1	Fixed Asset	At purchasing Price, Registry value	
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) 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:

APPENDIX-IX

(refer clause 2.1.4(i) and 2.13.7(j))

FORMAT FOR TURNOVER CERTIFICATE

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

TURNOVER CERTIFICATE (AS ON 31ST MARCH -----)

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 31st March _____ is Rs. _____ (Rupees _____ only).

The methodology adopted for calculating net worth is as follows:

S.No.	Particulars	Methodology	Amount
1	Fixed Asset	At purchasing Price, Registry value	
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) 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:

APPENDIX –X
(refer clause 2.21.4)

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

Company Details
(RTGS/NEFI for Payment)

NAME OF THE COMPANY:

DETAILS OF BUSINESS:
(COMPANY/ PROPRIETOR/PARTNERSHIP)

ADDRESS:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

PAN NUMBER:

TIN NUMBER & DATE:

SERVICE TAX NUMBER & DATE:

PF NUMBER & DATE:

NAME OF ACCOUNT HOLDER:

NAME OF THE BANK & BRANCH:

BANK ACCOUNT NUMBER:

BANK IFSC CODE:

TYPE OF THE ACCOUNT:
(SAVING/CURRENT ACCOUNT)

Note:- A copy of Cancelled Cheque is also to be enclosed with the form.

Date:

Signature with Company Seal

Name with Address:

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