

EXPRESSION OF INTEREST”

Madhya Pradesh Tourism Board
Corporate Identification Number (CIN):

U75302MP2017NPL043078

**6th Floor, Lily Trade Wing, Jahangirabad, Bhopal Madhya Pradesh,
India.**

Pin code – 462008

Website: www.tourism.mp.gov.in

NIT & SYSTEM NO	PROJECT NAME
NIT No.: 7815 /MPTB/2024 and SYSTEM NO - 2024_MPTB_ 392080 dated 31/12/2024	“EXPRESSION OF INTEREST (EOI) FOR CREATION, OPERATION, UPKEEP, AND STEWARDSHIP OF THE "PHOOLBAGH EXPERIENCE ZONE"- A PREMIER TOURISM DESTINATION IN GWALIOR UNDER SWADESH DARSHAN 2.0 SCHEME.

MPTB invites offers from agencies for Selection of Agency FOR CREATION, OPERATION, UPKEEP, AND STEWARDSHIP OF THE "PHOOLBAGH EXPERIENCE ZONE"- A PREMIER TOURISM DESTINATION IN GWALIOR” UNDER SWADESH DARSHAN 2.0 SCHEME.”. The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> www.tourism.mp.gov.in For any other information please contact ... Mob. No.+91-9407057416 or e-mail at cs.mptb@mp.gov.in. Last Date and Time for online Purchase and submission of the EoI is 10.02.2025 at 3:00 PM.

Managing Director

Madhya Pradesh Tourism Board

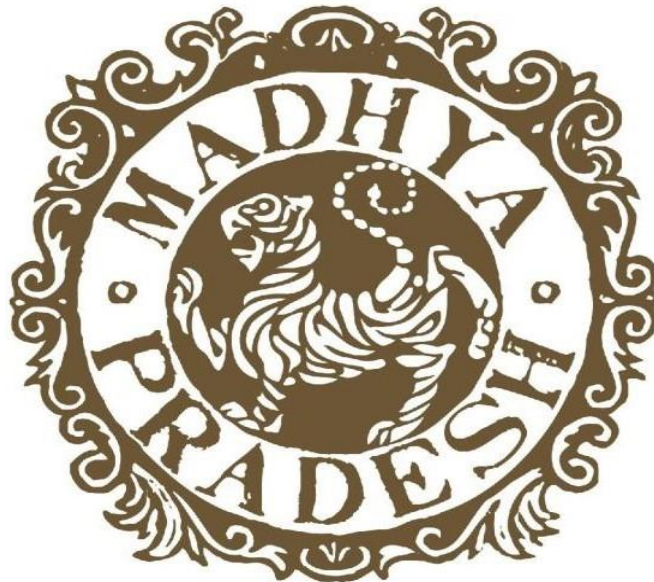
Expression of Interest

for

Creation, Operation, Upkeep, and Stewardship of the "Phoolbagh Experience Zone" – A Premier Tourism Destination in Gwalior

Under

Swadesh Darshan 2.0 Scheme



The heart of
Incredible India

MADHYA PRADESH TOURISM BOARD

BHOPAL, INDIA

31.12.2024

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Eoi Fact Sheet

Particulars	Details
EOI Reference	MPTB/2024 Dated 31/12/2024
Name of Issuing Authority	Madhya Pradesh Tourism Board Bhopal, Madhya Pradesh
Name of Engagement	Expression of Interest for Creation, Operation, Upkeep, and Stewardship of the "Phoolbagh Experience Zone". A Premier Tourism Destination in Gwalior Under Swadesh Darshan 2.0 Scheme
Availability of the Document	The EOI Document is available and downloadable on following website: http://www.mptenders.gov.in
EOI Publish Date	31/12/2024 at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
Pre-Bid Meeting date and place	1. 16/01/2025 at 12:00 Hrs. at Delhi Ministry of Tourism , 1st Floor, Transport Bhawan, 1, Parliament Street,, New Delhi - 110 001 2. 28/01/2025 at 15:00 Hrs. at Madhya Pradesh Tourism Board, 6th Floor, Lily Trade Wing Jahangirabad- 462008, Madhya Pradesh, India
EOI Submission Deadline	10/02/2025 from 15:00 Hrs. through e-Procurement portal of GoMP: https://www.mptenders.gov.in/
Date, Time and Place of opening of Eoi	11/02/2025 at 15:00 Hours MADHYA PRADESH TOURISM BOARD. Lily Trade Wing (Old Lily Talkies), 6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA) Contact- +91-9407057416
Technical Presentation	The applicants may be called for Technical Presentation if required by MPTB. Date, Time and Place of the same will be communicated to the Applicant.
For any Queries Contact Person Details	1. Mr. Prashant Baghel Joint Director, Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies), 6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA) E-mail – psbaghel.mptb@mp.gov.in 2. Mr. Ankit Kauraw Company Secretary, Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies), 6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA)

	Contact-+91-9407057416 E-mail cs.mptb@mp.gov.in
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1. About EOI

Information Provided

The **Expression of Interest (EOI)** document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Madhya Pradesh Tourism Board, Bhopal (MPTB) in relation to the provision of services. Neither MPTB nor any of its officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this EOI Document.

Disclaimer

This Expression of Interest (EOI) document, issued by the Madhya Pradesh Tourism Board (MPTB), is provided to Bidders for information purposes only and is subject to the terms outlined within. It does not constitute an agreement, offer, or invitation, and the information contained may include assumptions or assessments that are not exhaustive, accurate, or adequate for every Bidder's needs. Bidders are advised to independently verify all details and seek expert advice as required. The MPTB and its advisors disclaim any responsibility for the accuracy, completeness, or reliability of the information or for any consequences arising from reliance on it. The MPTB reserves the right to amend or withdraw the EOI at its discretion and is not obligated to select or appoint any Bidder. All costs related to the preparation and submission of Bids are solely the responsibility of the Bidders, and the MPTB accepts no liability for these costs, irrespective of the Bidding Process outcome.

Costs Borne by applicants

All costs and expenses incurred by applicants in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by MPTB, will be borne entirely and exclusively by the applicants.

No Legal Relationship

No binding legal relationship will exist between any of the applicants and MPTB until the execution of a contractual agreement.

Applicant Obligation to Inform Itself

The applicant must conduct its own investigation and analysis regarding any information contained in the EOI Document and the meaning and impact of that information.

1. Introduction

The Ministry of Tourism, Government of India, under its Swadesh Darshan 2.0 Scheme, aims to develop sustainable and responsible tourist destinations through a Destination-Centric and Tourist-Centric approach. In Madhya Pradesh, the Madhya Pradesh Tourism Board (MPTB) is implementing the Scheme as the designated State Implementation Agency (SIA). Phool Bagh, Gwalior, has been identified as a sustainable and responsible tourist destination, supported by a Destination Management Committee (DMC) led by the District Collector. IPE Global Limited serves as the Project Development and Management Consultant (PDMC), providing comprehensive support to the SIA and DMC.

The Project details are mentioned below:

Particulars	Details
Project Name	Phoolbagh Experience Zone, Gwalior
Location	Gwalior, Madhya Pradesh
Total Land Area	38 hectares
Estimated Project Cost	₹15.92 crore
Bidding Process	Two-stage process: Technical evaluation followed by financial evaluation
Bid Validity	180 days
Performance Security	2.5% (The selected Agency shall furnish a Performance Security in the form of a Bank Guarantee of amount equal to 2.5% of the Project Cost.)
Pre-Bid Conference Details	One meeting will be held in Delhi, while the other will take place at the MPTB office in Bhopal or be conducted virtually.
EOI Fees	Rs. 2000 (two Thousand Only) plus GST as applicable plus e-procurement portal charges as applicable. To be paid online through e-procurement portal.
EOI Clarifications	Queries to be submitted via Email: psbaghel.mptb@mp.gov.in & cs.mptb@mp.gov.in responses provided during the Pre-Bid Conferences

If the applicant(s) wants to submit EoI the applicant(s) must apply on e-Procurement portal of GoMP: <https://www.mptenders.gov.in/>.

2. Eligibility: -

Criteria	Details
Bidder Type	Single entity or Consortium or Joint Venture. A Bidder, whether participating (individually or as part of a Consortium), cannot simultaneously be a member of another Bidder.
Eligible Entities	Company (under Companies Act), Society, LLP, or other body corporate, private or State-owned or either individually or registered under any relevant Indian law.
Power of Attorney	Required from Bidder's signatory and Lead Member in a Consortium (Details to be furnished as per format provided in Appendix-V and VI).
Consortium or JV Requirements	1. Max 2 members.
	2. Lead Member must have $\geq 26\%$ share.
	3. In case of Consortium, Members must enter into a Joint Bidding Agreement (Details to be furnished as per format provided in Appendix-VII).
Consortium or JV Role Distribution	EOI to outline roles and responsibilities, particularly financial, technical, development and O&M obligations.
Net Worth Requirements	Positive Net Worth with Certificate from CA or Auditor for the last financial year (FY 2023-24) (Details to be furnished as per format provided in Appendix-III)
Turn Over Requirements	Average annual turn-over should not be less than Rs 5 Cr (Rupees Five Crore) during last 3 (Three) financial years (FY 2021-22, 2022-2023 and 2023-2024) as (Details to be furnished as per format provided in Appendix-IV)
Project Experience	<p>Category-1: Experience in the Tourism sector for the operation and maintenance of One (1) project, with a cost of ₹6 crore, completed within the last five (5) financial years (FY 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23).</p> <p style="text-align: center;">or</p> <p>Category-2: Experience in the Tourism sector for the development of One (1) project, with a cost of ₹6 crore, completed within the last five (5) financial years (FY 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23).</p> <p>Experience in the tourism sector, including but not limited to the following components:</p> <p>Tourist Interpretation Centre, Heritage Trail/Tour, Sound and Light Show/ Laser Show/Projection Mapping, Heritage Restaurants/cafe, Theme Gardens, Food Bazaars / Haat / Street, Cultural Haat/Craft Bazaar/Artisan Bazaars, etc. (Details to be furnished as per format provided in Appendix-II)</p>
No Debarment	The Bidder should not be debar from any of the State/ Central Government.

3. Submission of applications

- i) This EOI is advertised through selected newspapers and is posted on online portal of GoMP: <https://www.mptenders.gov.in/>.
- ii) Applicants qualifying as per the criteria mentioned in clause 3 may submit their applications to this EOI application in the prescribed format along with other required documents duly signed by the applicant or his authorized representative.
- iii) All necessary documents in support of qualification claim shall be attached with the application.
- iv) Application containing all necessary documents in manner specified in clause 3, shall be submitted latest by 10/02/2025 till 15:00 hrs at e-Procurement portal of GoMP: <https://www.mptenders.gov.in/>

4. Scope of Work: -

The project aims to transform Phoolbagh into a major tourist hub, enhancing the visitor experience with facilities such as parking, pathways, a tourist information center, restaurants, landscaping, craft haats, and more. The objectives include increasing the duration of tourists' stay in Gwalior, boosting footfall, enhancing engagement through diverse attractions, and generating employment in the tourism and hospitality sectors. The Authority plans to appoint a Tourism Experience Development and Management Agency (TEDMA) to undertake the project's design, implementation, and long-term operation, including marketing, branding, and digital interventions

5.1 Project Location and Context

- (i) Site Map:



Phoolbagh is about 38-hectare project site located in the heart of Gwalior, just 1.6 km from the railway station, 14 km from the airport, and 1.8 km from the bus stand, making it easily accessible via Maharani Laxmi Bai Road. With its rich historical significance, dating back to the late 19th and early 20th centuries, Phoolbagh draws around 150,000 visitors annually, competing with Gwalior Fort and Jai Villas Palace. The site's central location offers easy access to public transport, making it an ideal hub for tourism in Gwalior.

5.2 Scope of proposed work: Minimum Development Obligations (MDOs)

S. No.	Project Activity / Component	Particular / Description	Capacity / Quantity
1	Arrival and Parking and traffic management at arrival area	Electrical vehicles & iconic waiting shed	<p><u>This information is based on the DPR, which may be obtained from the MPTB's office in Bhopal.</u></p>
2	On-Site Ticketing and holding area	Re-adaptive use of existing heritage building as TIC	
3	Seamless Visitor Flow Attractions	Ensuring smooth and uninterrupted movement of visitors to enhance their overall experience at attractions	
4	Interpretation Facility	Projection mapping & QR code-based tour guide system, tree projection	
5	Information, Signages and Wayfinding	Signages (about 28 nos.)	
		Gateway & boundary wall at Gandhi Park	
6	Public Conveniences	Redevelopment of toilet block at Gopal Mandir, mobile toilet van at Baija Taal food street (2 nos.)	
7	Souvenir & Other Retail	Pedestrian route development in front of Italian garden street, facade improvement of Moti Mahal	
8	Food & Beverage	Pedestrian route development in front of Baija Taal, food trucks (10 nos.), plastic disposable machines (5 nos.)	
9	Gopal Mandir	Façade and floor cleaning, boundary wall cleaning	
10	Upgradation of existing toilet blocks	Upgradation under Urban Local Body within the Project Area (2 Nos.)	

5.3 Potential Revenue Generating Components proposed under the Project:

S. No.	Project Activity / Component	Remarks
1	Advertisement	Collection of user charges through promotion and marketing
2	Craft Bazaar	The mode of operations for Cultural Haats/Craft bazar/Interpretation Centres/Artisan Bazaars etc. the charges or daily rentals to be levied to the occupants or tenants of such facility, shall be determined by the Selected Agency in consultation with the Authority/concerned Urban Local Body (ULB). For avoidance of doubt, it is clarified that the Artisans/ Craftsmen shall be provided the space on rotational basis as far as possible.
3	EV Vehicle Tour (Vinatge vehicle type EVs)	The E-vehicle Hop-on Hop-off service will operate on about 1.8 kilometer route within the Phoolbagh area featuring 3 (three) designated drop-off points. (Baradari Square, Baija Taal / Moti Mahal and Boat club/ Samadhi of Rani laxmi bai). The service will be available from about 10 AM to 9 PM daily given average traffic conditions and 3 (three) stops per round each E-vehicle will be estimated to complete a circuit in approximately 10 to 25 minutes. Anticipating a minimum of about 400-500 passengers daily during peak season; each vehicle is required to make at least 10 round trips per day to accommodate this passenger volume and service frequency, travelers may experience a wait time of roughly 5 to 10 minutes at each stop
4	Food Trucks	Pedestrian route development in front of Baija Taal including food trucks (10 nos.)
5	Parking Charges	Collection of user charges through parking area near TIC
6	Projection Mapping	Projection Mapping: Minimum of 2 (two) shows per day - 1 (one) in Hindi and 1 (one) in English language/audio. The content of the shows (including topic, script etc) must be approved by the Authority.
7	Tourist Interpretation Centre (TIC) Ticketing	Re-adaptive use of existing heritage building with inclusion of Projection mapping & QR code-based tour guide system, tree projection

Note: The aforementioned components are proposed in the DPR; however, the Selected Agency may explore and implement additional revenue-generating opportunities as deemed suitable.

5.4 Marketing & Promotion

In addition to revenue generation, the Selected Agency must enhance the marketing and promotion efforts for this project. The following measures will be implemented by the Selected Agency.

- a. Make efforts to increase the number of international and domestic tourists.
- b. Develop an annual marketing plan – targeting domestic & international cruise Agency's and tourists.
- c. Develop and regularly maintain a comprehensive web portal / website / mobile app for the project with ticket booking, details of facilities, event schedule, layout plan, tourist amenities, customer support, customer feedback / rating, FAQs etc.
- d. Publish articles / promotional advertisements in local and national print media for publicizing the project.
- e. Devise promotional marketing strategies and materials both digital and physical to promote the facility to attract more and more tourists / visitors. Promotional activities should also be done through various social media platforms.
- f. Tie-up with tour Agency's, travel agents etc. to ensure more itineraries are planned with the project as one of the access points.
- g. Regularly publish advertisements at transit points and major tourism points to attract tourists.
- h. Marketing and Promotion – Make efforts to increase the number of international and domestic tourists.
- i. QR codes are widely displayed at all attractions of Phoolbagh to access information about destination/ attraction, The Agency will implement the QR codes, which will be widely available for accessing destination information.

Beyond the above-mentioned marketing and promotion strategies, this initiative provides the Selected Agency with an opportunity to establish a partnership with Madhya Pradesh Tourism and elevate their brand on a broader platform.

Phase I: Design & Development- Detailed Scope

S.No	Action	Details
1	Design & Drawings	Submit detailed designs (GFC)s, construction methodology, quality assurance, procurement plan
2	Construction and Development of the Project	Implement development, engineering, procurement, and construction as per project schedule

3	Monthly Progress Reports	Monthly progress reports to be submitted within 7 days after the end of each month
4	Billing and Closure of Development Works	Payment against project works as per Payment Milestones. Completion Certificate request.
5	Other Requirements	Procure all necessary utilities (electricity, water), employ technical staff, ensure safety
6	Penalty for delay	As per MPPWD

Phase II: Operations, Maintenance, and Management- Detailed Scope

S.No	Action	Details
1	Operations and Management	Operate and maintain the facilities as per MDO requirements, including furnishings, seating, etc.
2	Repair & Maintenance	Regular preventive and corrective maintenance to be conducted based on manual and industry standards
3	Safety & Security	Ensure safety with adequate security arrangements, CCTV, and emergency response systems
4	Waste Management (Solid waste collection, segregation & disposal)	Regular waste collection, segregation, and disposal following authority's waste management rules
5	Employment of Personnel	Employ qualified staff, ensure compliance with labor laws, and provide necessary training
6	Marketing & Promotion	Increase tourism with promotional activities, digital media presence, tie-ups with travel agents
7	Feedback & Complaint Redressal	Implement QR-based customer feedback system for continuous improvement
8	Other Requirements	Ensure payments to the Authority and compliance with applicable laws

5. Implementation of Project

- i) **Phase- I:** For development of the project, the timeline shall be maximum up to 18 months from the Letter of Award.
- ii) **Phase II:** Operations, maintenance, and management (8 years and 6 months)
- iii) Contract extension of up to 10 years blocks of 5 years each based on satisfactory performance.

6. Other Terms and Conditions: -

- i)** The applications should be completed under all criteria as mentioned in this document. In case of incomplete application, the applicant should be informed within a week by the Managing Director, MPTB, to rectify it within 15 days, failing which the application shall be liable to be rejected.
- ii)** If any information or Document provided in the response to this EOI is found to be misleading subsequently, the Applicant will be disqualified.
- iii)** The Applicants shall bear all costs associated with the preparation and submission of its proposal and MPTB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. MPTB is not bound to accept any proposal and reserves the right to cancel the selection process at any time prior to the Empanelment, without thereby incurring any liability to the Applicant.
- iv)** MPTB may reject any or all the applications received / cancel the entire process at any stage without assigning any reason whatsoever.
- v)** The applicants who wish to submit applications to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the applications contain any extraneous conditions put in by the applicants, such applications may be disqualified and may not be considered for the empanelment / selection process.
- vi)** The information exchanged between the Applicants and MPTB as part of this EOI shall be confidential and shall not be disclosed without the prior written consent of the MPTB.
- vii)** Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this EOI, the parties shall be subject to the jurisdiction of courts at Bhopal, Madhya Pradesh, India only.

Appendix I

Details of Applicant

1	Applicant's Name (in Capital Letters)	
2	Legal capacity of the Applicant (Govt./Private/Others)	
3	Contact Person	
4	Address	
5	State	
6	Mobile No.	
7	Email Id	
8	PAN (Enclose copy)	
9	GSTIN (Enclose copy)	
10.	Registration Certificate	

Date:

Signature with Company Seal

Name:

Appendix II

Technical Experience of the Bidder

S. N .	Name of Project	Client/ Authority Name	Estimate Project Cost (Capex- INR)	Ongoing (Y/N)	Start of Operations (Mention year)	Total Built-up Area (in Sqft)	Role in the Project
A	Category 1						
1							
2							
3							
4							
5							
B	Category 2						
1							
2							
3							
4							
5							

NOTE:

i.) Provide details of only those projects that have been undertaken by the Bidder under its own name and and specified in Clause 3 and/or by a project company eligible under Clause 3.

ii.) For Category 1 project: Operation & Management Agreement is required to be enclosed.

iii.) For Category 2 project: Work Completion (Development/Construction) certification by concerning govt authorities is required to be enclosed.

iv.) If private entity is operating his own hotel- CA certificate is required to be enclosed to verify above mentioned details.

v.) This Appendix to be certified by CA

vii.) Only Capex cost be considered.

viii.) Lead member and JV partner should fill this form separately

Date:.....

Signature with Company Seal

Name :

Appendix III

FORMAT FOR NET WORTH CERTIFICATE

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

NET WORTH CERTIFICATE

(of the last Financial Year (2023-24) preceding the Bid due date. as of the date of submission of application)

Based on its books of accounts and other published information authenticated by it, this is to certify that the Net worth of M/s.....for the **last Financial Year (2023-24)** is as follows:
(In INR)

The methodology adopted for calculating net worth is as follows:

S.No.	Particulars	Methodology	Amount
1	Fixed Assets	As per audited balance sheet	
2	Investment & other assets	As per audited balance sheet	

3	Cash and bank balances	As per audited balance sheet	
		Total Assets (A) Rs.	
4	Current liabilities, salary, Expenses payable, Loans and Advances	As per audited balance sheet	
		Total liabilities (B) Rs.	
	Net worth calculation	Total Assets (A) Rs. Less: Total Liabilities (B)	
		Total Net Worth (A-B) Rs	

Bidder type	Net Worth (As on 31st March 2024)
	FY 2023-24
Single entity Bidder	
Consortium Member 1	
Consortium Member 2	
TOTAL	

The above Net Worth Certificate is issued based on books of account and documents produced before us.

Name, Seal, signature & UDIN of the Chartered Accountant

Place:

Date:

UDIN

Appendix IV

FORMAT FOR TURNOVER CERTIFICATE

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

We statutory auditor of M/s/..... hereby certify that the annual turnover of M/s.....(address)for the past three (3) Financial Years are given below:

S. No	Financial Year	Annual Turnover (INR Lakh)
1.	FY 2021-22	
2.	FY 2022-23	
3.	FY 2023-24	

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

Name, Seal, signature & UDIN of the Chartered Accountant

Place:

Date:

UDIN :.....

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) reflect the turnover of the Bidder.*
 - (b) be audited by a statutory auditor.*
 - (c) be complete, including all notes to the financial statements.*

Appendix V

POWER OF ATTORNEY FOR SIGNING OF BID¹

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/ the Lead Member of our Consortium 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 application for pre-qualification and submission of our bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids 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 Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all

¹ To be submitted in original.

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 Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 OF2.....

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

1.

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.*

Appendix VI

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM²

Whereas the ("the Authority") has invited applications 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.

² To be submitted in original.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at.....,M/s.having our registered office at.....,M/s.having our registered office atandhaving 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/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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in Bidders’ 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 Contract 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 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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(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 board or shareholders' 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 Apostille certificate.*

Appendix VII

JOINT BIDDING AGREEMENT

(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, 1956/2013 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, 1956/2013 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)

The above-mentioned parties of the FIRST and the SECOND PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

- (A) <Name of SIA> under the aegis of State /UT Administration of <Name of State>, represented by its <SIA Designation> and having its principal offices at (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Bids”) by its Request for Proposal No. dated(the “RFP”) for pre-qualification and short-listing of Bidders for development, operation, maintenance and management of the Project (the “Project”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **“Consortium”**) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract Agreement when all the obligations of the Bidder shall become effective.
- (b) Party of the Second Part shall be _____.

4. 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, RFP and the Contract Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract Agreement.

5. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and 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 authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained.
 - (ii) violate any Applicable Law presently in effect and having applicability to it.
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
 - (iv) violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates 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.

6. 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 Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 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 ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of			
LEAD MEMBER by:		SECOND PART	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	

Notes:

1. 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.
2. 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.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.