

Madhya Pradesh Tourism Board

Corporate Identification Number (CIN):

U75302MP2017NPL043078

GSTN: 23AALCM1273F1ZO

6th Floor, Lily Trade Wing, Jehangirabad Bhopal

Madhya Pradesh, India. Pincode – 462008

Website: www.tourism.mp.gov.in

Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing “Jal Mahotsav” at Hanuwantiya, District Khandwa

Tender

No.3459/MPTB/EAM/2019

Bhopal, Dated: 06/08/2019

Tender Reference No. 3459

Tender ID No.- 2019_MPTB_43710

Madhya Pradesh Tourism Board invites/offers **Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing “Jal Mahotsav” at Hanuwantiya, District KHANDWA.**

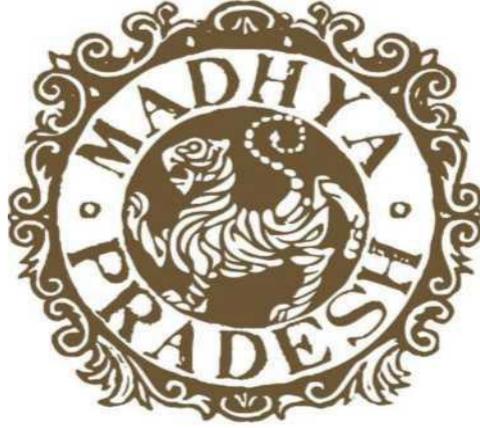
The detailed RFP document will be available to download from the date **14/08/2019** on the websites:- www.mptenders.gov.in or www.tourism.mp.gov.in

Interested Bidders eligible as per qualification criteria may submit their response to the RFP through M.P E-procurement portal www.mptenders.gov.in

For any other information, contact **0755-2780600** or email on marketing@mptourism.com. For any technical issues related to tender process contact, M.P. Government E- Procurement Toll free number – 0120-4001 002 or email at: support-eproc@nic.in

Managing Director

**REQUEST FOR PROPOSAL
FOR
“Selection of an Agency for Development, Operation, Maintenance &
Management of Tent City and organizing “Jal Mahotsav” at Hanuwantiya,
District Khandwa”**



The heart of

Incredible India

Madhya Pradesh Tourism Board

Bhopal, Madhya Pradesh

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to licensee (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 licensee (s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective licensee 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. The 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 licensee 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 licensee 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.
3. Information provided in this RFP to the licensee 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.
4. 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.
5. 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.
6. 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.
7. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the licensee or License, as the case may be, for the Project and the Authority reserves the right to reject all or any of the licensee or Bids without assigning any reason whatsoever.
8. The licensee 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 licensee in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Part - A

Definitions

In this Tender Document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- a. **“Authority”** or **“Licensor”** or **“MPTB”**- shall mean Madhya Pradesh Tourism Board;
- b. **“Agreement”** OR **“License Agreement”**- shall mean the legal document, including recitals, schedules and attachments which may be amended, supplemented or modified in accordance with the provisions, as executed between MPTB and the Preferred Licensee
- c. **“Premium”**- means an amount being offered by the bidder to the Authority for five years which is to be paid annually in advance.
- d. **“Grant/V.G. F”**- means an amount being sought by the bidder from the authority for operation of tent city which is to be paid by annually in end of every year.
- e. **“Bid”**- means the document in their entire form submitted by the Bidder in response to the Tender issued by the Licensor in accordance with the provisions thereof;
- f. **“Bidder/ licensee** -shall mean such Person who / which (as the case may be) has submitted a bid pursuant to the Tender;
- g. **“Bid Due Date”**- shall mean the last date for submission of Bids,
- h. **Tented Accommodation”**- is a specially built tented accommodation facility of 104 tents that is spread over an area of about 17.19 Acres with basic infrastructure facilities at Hanuwantiya, District Khandwa to be utilized by successful bidder. For events, camping sites, corporate conferences, national and international conferences and “Jal Mahotsav” etc.
- i. **“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 Agreement or arising therefrom, 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).
- j. (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- k. **“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;
- l. **“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;
- m. **“Restrictive practice”**- means forming a cartel or arriving at any understanding or arrangement among bidders/Licensees with objective of restricting or manipulating a full and fair competition in the bidding process.
- n. **“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;
- o. **“Letter of Award” or “LOA”**- shall mean the letter issued to the preferred licensee by MPTB.
- p. **“License Period”**- is the period commencing from the Commercial Operation Date and shall extend for a period of **5 (five) years** from Commercial Operation Date OR until the prior termination of the Agreement.
- q. **“Licensee”**- shall mean the bidder who has offered the highest Annual Premium to the authority or has sought minimum grant from authority has been accepted by the authority, has been issued a letter of award;
- r. **“Tender”** -shall mean this document and the draft License Agreement.
- s. **“Tender Fee”**- shall mean an amount of **Rs.5,900/- (Rs. Five Thousand Nine Hundred only)** including GST to be paid online only through MP tender portal towards non-refundable as EOI Document Fees and **Rs. 295/- (Rupees Two hundred and ninety-five only)** towards non-refundable as E-procurement processing fees through online payment at E-Procurement portal (www.mptenders.gov.in).
- t. **“Earnest Money Deposit”** -The Amount for EMD: **Rs. 2, 00,000/- (Rupees Two Lakh only)** to be submitted Online Only through MP E Procurement portal (<http://mptenders.gov.in>) only along with technical proposal.

DATA SHEET

1	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board (MPTB) Bhopal
2	Tendering Process: E-tendering through MP Govt. E-Procurement portal: www.mptenders.gov.in
3	Method of Selection: H1 or L1
4	A Site Visit and Pre-Bid Meeting will be held: Yes Site Visit: From 19/08/2019,till 21/08/2019, (09:00hrs to 17: 00 Hrs) Pre Bid Meeting: Date: 27/08/2019 Time: 12.00 Noon Venue: Madhya Pradesh Tourism Board, 6 th Floor Lily Trade Wing Jehangirabad Madhya Pradesh, India. Pincode – 462008 Email: marketing@mptourism.com
5	Proposal should remain valid for 180 days from the proposal due date
6	The Bidder/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
7	The Bidder /Firm must submit: i. Technical Bid (To be submitted Online Only) ii. Financial Bid (To be submitted Online Only)
8	Cost of RFP document to be paid: Yes, Rs.5900/- (Rs. Five Thousand Nine Hundred only) including GST to be paid online only through MP E- procurement portal towards non-refundable as EOI Document Fees and Rs. 295/- (Rupees Two hundred and ninety-five only) towards non-refundable as E-procurement processing fees through online payment at E-Procurement portal (www.mptenders.gov.in).
9	The Amount for EMD: Rs. 2,00,000/- (Rupees Two Lakhs only) to be submitted Online Only through MP E - Procurement portal (www.mptenders.gov.in) only along with technical proposal.
10	EMD of the bidders not selected will be returned not later than 60 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.
11	All correspondence shall be Addressed to: The Managing Director, Madhya Pradesh Tourism Board, 6 th Floor Lily Trade Wing, Jehangirabad - Bhopal Madhya Pradesh, India. Pincode – 462008 Tel No- 07552780600 Email: marketing@mptourism.com Website: www.tourism.mp.gov.in
12	Date for Opening of Technical Bid: 18/09/2019, 1500 hrs
13	Expected date for Presentation will be informed to shortlisted/qualified Bidders
14	Opening of Financial Bid: will be informed to shortlisted/ qualified bidders.

1 Introduction & Background

1.1 Introduction

Madhya Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the center of country. It has been home to cultural heritage of Hinduism, Buddhism, Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers, huge water bodies and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state globally.

Madhya Pradesh Tourism Board also referred to as the “MPTB” or “Authority “, is a nodal agency under Department of Tourism, Government of Madhya Pradesh with a mandate to promote & market tourism in the state, attract investments and plan tourism infrastructure in the State of Madhya Pradesh.

1.2 Proposed Project

Madhya Pradesh has won the National Tourism Award for Best State for Adventure Tourism. MPTB intends to engage an agency for development, operation, maintenance and management of tent city for a period of 5 years and organizing “Jal Mahotsav” for one month (30 days) every year at Hanuwantiya, District Khandwa.

The licensee also has to organize an event “Jal Mahotsav” (tentatively in month of Nov/Dec/Jan) on theme of adventure by providing a plethora of activities like land, water and air-based adventure activities, leisure events, sports, cultural activities, arts, craft, cuisine of the various regions of the state.

2 Scope of work for the Tent City

The Broad Scope of this contract is indicated below, but may increase or decrease to the following on the basis of build, market and operations during the period of license.

2.1 Tented Accommodation:

The Authority has developed the basic infrastructure at site which includes the Platform, sewerage line, water supply, electricity connection for 104 tents. A detailed floor plan is attached herewith. The **authority shall provide the site with aforesaid infrastructure to the successful licensee on license for a period of 5 years against the highest annual Premium/minimum annual grant. (As mentioned in financial Bid Annexure –V)**

Available Infrastructure” for creation of tent city-

the basic available infrastructure includes the two types of platforms i.e Type A- size 7.9mx7.9m and Type B- size 7.5mx6.5m total 104 tents platform with water connection, electricity connection, sewerage lines and fencing of the entire area total area of the site is 17.19 Acres. Type of tents as detailed in **annexure - IX**.

Apart from these platforms, Dining hall platform 51.0 m X 21.0 m, Kitchen platform 18.0 m X 10.0 m, parking area capacity of 50 vehicles, store (Type A- size 10.0 m X 10.0 m, Type B- size 10.0 m X 7.0 m), overhead tank with capacity of 50000-liter, sump tank for fire safety with capacity of 2 lakhs liter water storage.

Tourist reception center, souvenirs shop (135.8Sqm/1461.7 Sqft), Jetty for tent city, two transformers 11 kva, 33 kva, sewage treatment plant 25 KLD and toilet block.

Creation of facilities-

2.2 The Licensee shall be liable to provide tents, create all infrastructure required to operate the facility including but not limited to creation of reception / welcome area, dining area, conference / meetings areas, bring all furniture, electrical fixtures and other fixtures required for operations of the facility. **The site will be handed over to the licensee on “As Is Where Is” basis.**

2.3 Minimum Development Obligations - Licensee shall be required to provide a minimum of the following listed infrastructure:

No	ACTIVITIES	PARTICULARS	QUANTITY
1	<p style="text-align: center;">Tented Accommodation:</p> <p>A) Deluxe Swiss Cottage Tents –</p>	<p>Specification: -</p> <ul style="list-style-type: none"> ➤ It is a double fly ridge tent made from Cotton Canvas Waterproof 450 GSM per square meter in natural white. It has Sturdy Metal Poles (socketed) for Compact Packing. Accessories include Iron pegs, pins, Hammer & Ropes Or any material better than above. ➤ All tents shall be of normal size (21ft x 25ft) including dressing room, Toilet and front sitting area. ➤ The quality of design, workmanship and service shall be the best for consistent with an International tent facility ➤ Defective, cracked or torn materials shall not be used ➤ All tents shall be firmly grounded and stable against wind force, and dead loads considering the surrounding environment & wind force & rains ➤ Tents shall be designed and executed considering adverse weather conditions ➤ Joinery and supports should be properly engineered, firm and with good finish ➤ Water flow and pressure should be uniform in toilets of each tent ➤ All Tents shall have good quality furniture, fixtures & fittings. ➤ Fire precaution shall be taken care of ➤ All the furniture should be firm, comfortable, traditional and as per functional requirements. ➤ In addition to above specifications it must also have 	91
2	<p>B) Luxury Swiss Cottage Tents-</p>	<p>these additional facilities:</p> <ul style="list-style-type: none"> ➤ Luxurious Cottage tents including separate Sitting Lounge & Dinning Area with plywood flooring ➤ Use good quality of curtains & sofas ➤ Shower curtain in bathrooms ➤ Bedroom area of 12 x 7 Feet ➤ Second Bedroom or Lounge Area of 12 x 7 Feet, either we can put two extra beds or a make it a drawing room. ➤ 12x 12 feet Hall in centre, where a small dining table can be set. ➤ Bathroom area of 7 x 12 Feet (Size can be 6x 12 also) ➤ Verandah of 6x 12 Feet. 	13
3	<p>Restaurant/ Catering</p>	<p>Licensee shall be required to provide Catering/ room services and other basic facilities as per industry norms.</p>	

2.4 Activities- The Licensee at its own discretion may provide following one or more activities as mentioned in the chart for the tourists in tent city throughout the license period:

S. No.	Name of Activities	Particulars
1	Volley Ball	Arrangement for volleyball court with night playing facility at suitable venue in the Tent City
2	Tug of war	As per standard norms at suitable venue in the Tent City
3	Cycle	Mountain bikes
4	Camp Fire	Daily Camp fire with entertainment activities
5	Star Gazing	Hiring of professional for night sky gazing with 8 inches Dobsonian telescope
6	Yoga Kendra	minimum 2 instructors (1 male & 1 female)
7	Island Activities Bird watching	Hiring of professionals through MP Bird Watching Association for the guided tours to the guests for a group of 20 persons / day with Binoculars at various Islands and nearby forest area. Boats for transfer.
8	Trekking	Trekking for 20 persons of each group / day to be conducted at various Islands or nearby forest area with the help of professional guides with complete kit required for the group. Boats for transfer.
9	Any other activity	Evening cultural program

2.5 Following facilities will have to be provided mandatorily by the Licensee

1	Golf Cart	Battery operated Vehicle for easy movement of guests inside the premises
2	CCTV	CCTV at all important points throughout the premises including jetty
3	Security	Arrangements of security throughout the premises including jetty
4	Medical Facilities and first aid	Arrangements of medical facilities with Doctor on call & attending medical staff
5	Fire Brigade /Fire Extinguishing system	Fire Brigade with fire extinguishing system with adequate man power for emergency

Note-

1. Any other activity can be organized with prior approval from MPTB monitoring committee.
2. The licensee may separately apply for operating water sports activities as per the State Government water Tourism policy and water activities at Tent city jetty should only be managed by licensee.

3 Scope of work and Terms & Conditions for conducting “Jal Mahotsav” as an annual Event: -

- 3.1** The licensee has to organize an event “Jal Mahotsav” for a minimum period of 30 days (tentatively in month of Nov/Dec/Jan) on theme of adventure by providing a plethora of activities like land, water and air-based adventure activities, leisure events, sports, cultural activities, art, craft, cuisine of the various regions of the state
- Adventure Activities must be operational on every day from Sunrise to Sunset.
 - Arts & craft, Food stalls must be operational on every day from 10AM to 08 PM
 - Arts & craft workshop must be operational during day time. (9.00 PM to 6.00 PM)
 - Cultural events to be organized in the evening.
- 3.2** MPTB shall make available the land on lease/rent, payable by licensee marked out, for the activities under this tender. Licensee shall be setting up their activities at site, as per direction of MPTB. Licensee should work in coordination MPTB (Madhya Pradesh Tourism Board) and MPSTDC (MP State Tourism Dev. Corp. Ltd.) and its agency.
- 3.3** All other infrastructure support like ticketing counter, power supply and various permissions shall be arranged by licensee. However, administrative support to get approvals etc. shall be provided by MPTB on best efforts basis. Any activity/activities requiring permanent set up or infrastructure outside the tent city shall not be permitted for the “Jal Mahotsav”.
- 3.4** The operations shall be run in the name of “Licensee”. The licensee will ensure that all activities commence and continue for tourists from 1st day of the event till the last day of the event.
- 3.5** **Land-** Necessary land required for the operations of event will be made available by MPTB on best effort basis. Rent for this land will be directly paid to landowner by the licensee.
- 3.6** **Check-In Counters-** Reception area for activity zone should be branded with details of the activities and small pamphlets for activity info, rates etc. must be provided at the venue
- 3.7** **Capacity-** *It is expected that on an average 500 - 1000 people will reach per day at the site during the event with weekends seeing a substantial hike in these numbers.*
- 3.8** **Adventure Activity Area-** Separate area to be created for daily Air, Water and Land Activities with all high standard safety and security measures for overall operation of the activity allocating appropriate skilled manpower for operating and maintaining the activity, Ticket Counters etc.
- List of Adventure activities (Mandatory)
- (I) All-Terrain Vehicle (ATV)
 - (II) Trekking and Hiking (on Island)
 - (III) High rope course
 - (IV) Zip line
 - (V) Zorbing- water activity

- (VI) Parasailing- Air activity
- (VII) Hot Air Ballooning-Air activity (Tethered)
- (VIII) Para Motor - Air activity
- (IX) Paint Ball Arena
- (X) Archery
- (XI) Air gun shooting
- (XII) Kids Zone with small activities for kids such as battery-operated cars, bouncing alleys etc.

Note:- All the above-mentioned activities may be enjoyed by the tourists/ guests on chargeable basis. The licensee will levy charges directly from them. All permissions and safety measures to be taken care of by the licensee only. Ticket Rates of the activities will be decided by the licensee. Other activities can be organized with prior approval from MPTB.

Note:- Boat club of MPSTDC will continue with water adventure activities during the “Jal Mahotsav”. However Licensee may approach MPSTDC for taking their boats and manpower on rent/Hire for the duration of “Jal Mahotsav” on business module to benefit both.

3.9 Leisure Activity areas - All safety & security provisions should be made for conducting Leisure Activities, Arts & Craft Zones having stalls. Food Zone with hygiene & food safety, standards and allocating appropriate skilled manpower for operating and maintaining all the activities/Counters etc.

Indicative List of Leisure activities -

- i) Bullock Cart ride
- ii) Cycling
- iii) Kite flying show
- iv) Horse Riding
- v) Indoor Gaming- Pool/Snooker, Video Games, Chess, Table Tennis
- vi) Art & Craft workshops –Pottery, Painting, Bamboo work, Handlooms
- vii) Narmada Aarti
- viii) Rural games- Kabaddi, Sitolia, Kho-Kho, other participative games
- ix) other activities (Like Meditation, Yoga, Aerobics, Spa, Ayurvedic healing therapy etc)

Note:

I) All the above-mentioned activities can be enjoyed by the tourists/ guests on chargeable basis except Narmada Aarti, which will be open for all. The agency will levy nominal charges directly from the guests and encourage to participate in maximum no. of activities. Agency can also make attractive packages by combining no. of activities.

II) Norms for permissions, safety measures for activities as per guidelines issued by different regulatory authorities or by Ministry of Tourism state/ central government. To be followed strictly by the licensee at every stage.

3.10 Sustainability- Successful licensee will adopt sustainable best practices for the event (water cisterns vs. bottled water, recycle packaging material, no plastics, no straws etc.) making best efforts for Eco-friendly operation of the tent city and “Jal Mahotsav”.

3.11 Thematic Decor- The Event site should essentially reflect a “Jal Mahotsav” theme décor and ambience with, at the same time a professional attractive layout as per the requirement of the event.

- I. Visible, prominently and easily accessible information counter (May I Help you) with a skilled person to answer the queries of guests.
- II. Easy accessibility and visibility, double sided signage’s for public/guests.
- III. Separate Areas for Air, Water and Land activities and other activities such as cultural event, food stalls, handicraft display/demonstration and other leisure activities.
- IV Logo shall be provided by MPTB & MPSTDC for branding

3.12 The licensee shall provide access control through entry tickets. Different access for each activity. licensee shall also provide ID Cards & uniforms for staff working in the event. licensee will deploy the workers having medical certificate along with police verification.

3.13 Fire safety equipments in and around the activity area with fire, electrical safety audit certificates must be in place.

(i) Licensee will take all legal permissions or clearances for conducting the event. Fire safety, Ambulance,

(ii) First Aid medical facilities with physician ambulance, doctor on call must be arranged by the Licensee MPTB will assist the licensee.

3.14 Security- (i) licensee will provide full and adequate support to ensure an appropriate level of security for Team, Contractor staff and all associate participants to prevent and/or mitigate known human and health threats. licensee will provide a security plan. Security and safety of the equipments and tools of licensee are to be installed are at their own risk. The security arrangements for the same shall be sole responsibility of the licensee. MPTB shall pay no compensation in case of any loss, damage, theft or accident.

(ii) The event management team will be connected with Walkie-talkies/ modern communication devices.

(iii)_ The licensee shall arrange for silent DG Set of sufficient capacity as per total requirement of the event.

3.15 Contractor Staffing-

- I. Primary Contact. licensee will provide at least one (1) consistent primary contact and one (1) secondary back-up contact for the entire term of this agreement. licensee will provide contact names with details upon signature of the agreement.
- II. Secondary Contacts_ Successful licensee will provide all names, phone and email address information for all key contacts associated with event. Who will perform the duties at the site & assist/help the guests/Visitors.

3.16 Post event report of Jal Mahotsav-

- i. Hi-res photos and 10 -minute-high quality film covering the event and activities shall also be submitted to MPTB with in 21 days of closing of “Jal Mahotsav”
- ii. Post event report covering each activity and as per scope of work including details like press & electronic media coverage etc. of event in both hard and soft copies within 21 days from the close of the event.

3.17 Publicity- The licensee shall be given the rights to operate the Property only. The licensee shall be allowed to run the Property in their name or their franchise name with the name and logo of MPTB, post approval from MPTB. The licensee shall be responsible to put up proper branding and signages at the site.

Website: Licensee has to create a website for publicity, promotion and online booking of tent city and adventure event (Jal Mahotsav).

Support by MPTB during “Jal Mahotsav”- MPTB shall extend its support to the Licensee for marketing of property and adventure event through its website and other publicity mediums.

Following Marketing Activities will be started by MPTB 60 days prior to the opening of event.

Details of marketing/Publicity activities are-

S.No	Medium	Number
1	Main line/ National Newspaper Local Newspaper	No. Of adv. – 4 (Size) No. Of adv.- 4
2	Radio	60 second jingle for 10 days
3	Hoarding	No. Of Hoarding 10, size 10X20feet
4	Digital	On all social media handles for 60 days
5	Mention in Road shows	About event and activities
6	TV Commercial	1 week
7	Booking	Through online reservation system of MPSDTC on 20% TAC basis

The web site www.jalmahotsav.com of MPTB will be given for 5 years to the licensee for booking and “promotion of Jal Mahotsav” after five year Licensee will have to return it to MPTB.

General terms & conditions for tent city operator for full tenure

4 Operation and Maintenance of Tent city -

- 4.1** All sanctions, permissions, NOC, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the Licensee at his cost and Licensor shall assist on a best effort basis such documents shall be kept effective and in force at all material times throughout the operation period.
- 4.2** The equipment, building, tented structure, furniture and property shall be insured against natural and non -natural hazards/perils like fire, rioting, other possible losses and the insurance policy be taken in the joint names of the Licensor and the Licensee and the insurance premium will be borne by the Licensee.
- 4.3** The Licensee shall not encumber the MPTB Property by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Licensee shall not sub-license whole of its rights and obligations in relation to the Project to a single party although he may be allowed to sub-license selected services to other party/person. The Licensee shall not raise any kind of finance or funding in the name of Site / Property under any conditions whatsoever. The Licensee will be allowed to use the Property on '**Right-to-use**' basis.
- 4.4** The Licensee has to confine his tent city activities only within the specified area handed over to him.
- 4.5** The Licensor shall have the rights to inspect the premises.
- 4.6** The licensee will be terminated if the licensee is found involved in any unlawful and illegal activities in the premises or around.
- 4.7** The Licensee should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other Industrial legislations without fail.
- 4.8** The Licensee shall maintain the property in good condition and shall compensate the authority for any damages. If licensee fails to compensate in such case Licensor will forfeit the security deposit submitted.
- 4.9** Licensee will have to make tent city operational at least for a period of four months (120 days) with effect of 1st September to 28th February. if Licensee fails to do so then the authority shall issue a notice to the Licensee and if the Licensee fails to resume operations even after one week on receipt of the notice, the licensor shall re- enter into the premises and take possession without further notice.
- (i) Any improvements / repairs/ maintenance / installations / modifications/addition etc. done to the existing project facilities / structure, if required, should be done with prior approval of MPTB; based on the following conditions:
- (ii) The cost for improvements / repairs/ maintenance / installations / modifications /addition etc. for the complete facility shall be borne by the Licensee. No reimbursements shall be done by the Authority during or after expiry of License Period for the investments made by the Licensee during the License Period.

4.10 life Insurance: (i) The Licensee shall be responsible to take life insurance for the tourists/guests as well as operating staff and other technical staff and the copy of the same shall have to be deposited to MPTB before starting the operation. MPTB shall not be responsible in the event of any mishap or unforeseen event/accident during operation of tent city and activities within premises.

Quality Assurance: (ii) The licensee shall install necessary equipments and should ensure they are of good quality. The licensee should furnish quality certificate from competent authority for equipments. All safety certificates with validity should be obtained from the competent authority and should be produced to MPTB monitoring committee.

4.11 (i) The operations of tent city including the dining areas, kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/regulations/norms as applicable from time to time. The Licensee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issues arising out of food contamination poisoning and related issues and Licensee shall be solely liable to all third-party claims.

(ii) The Licensee shall have to maintain high standards of cleanliness, hospitality (courtesy and manners) by its staff and shall set high standards of quality of food and hygiene & service standards

4.12 The Licensee shall arrange & make payments of electricity and water bills at the Property. MPTB shall ensure that Light and Water connections are active (are in working conditions) and all outstanding dues, before handing over the tent city will be paid by MPTB

4.13 The Licensee shall deploy adequate number of qualified and experienced technical staff like supervisors, cooks, waiters, attendants, electric engineer, and civil engineer etc. to ensure efficient and prompt of services. All staff members should be provided with uniforms.

4.14 The Licensee must employ adult and skilled labours only, emphasis should be there to deploy the local staff. Employment of child labour will lead to the termination of the Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified and all formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities/police be necessary or required under various acts & laws applicable to such establishments.

4.15 The monitoring committee appointed by MPTB shall have the authority to verify the quality of food and other services specified in the agreement, being provided by the Licensee. If the Licensee fails to provide the satisfactory services, Licensee shall be liable to be penalized and even termination of license.

4.16 Licensee is allowed to charge market driven rates / tariffs and generate other revenue sources from the facilities.

4.17 The Licensee should operate the Property on continuous basis throughout the License Period. If the Licensee fails to run it accordingly, MPTB shall issue a notice to the Licensee and cancel the license and forfeit the Performance Security submitted.

4.18 The licensee will provide tents to MPTB as and when required for organizing any special event on mutually agreed tariff however rent shall be payable for the tents and all required arrangements after completion of the event. 15 days prior intimation will be given to licensee before commencement of any event.

4.19 The Licensee shall ensure collection, screening and segregation of dry and wet garbage area. The Licensee shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Licensee. Licensee shall in no way harm the environment of the place. Licensee will have to follow all the guidelines of sustainable tourism and other directives and government policies. Licensee must ensure that the premise has to be plastic free zone.

4.20 Other terms & conditions (Miscellaneous)

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 and agreement. This will be binding on the licensee.

5 Delivery of Possession of Property and Relevant Documents

The property as described in **Annexure X** along with site plan, location plan, khasra, land allocation letter, other documents & photograph from 3 sides would be handed over by Licensor to the Licensee on “**as is where is**” basis within 07 (seven) days from the date of signing of agreement, free from all charges and encumbrances.

6 Commissioning of Project Facilities

- 6.1 The Licensee will ensure that the project is commissioned, made operational and opened for tourists within 3 months (90 days) from the date of signing of agreement.
- 6.2 In case the Licensee fails to commence the operations and open tent city for the tourists within stipulated time mentioned in clause 6.1, then it will be treated as an event of default by the Licensee, and the Licensor shall have all right to take necessary action against licensee.

7 Tax and Other Liabilities arising out of Operation

- (i) All taxes, fees, statutory dues relating to the property including but not limited to, Panchayat/Municipality and any other tax shall be borne by the Licensee.
- (ii) Due to non-payment of taxes or any other liability by the licensee, if any liability arises on the licensor then such liabilities shall be recovered from the performance security in terms of clause no 10.0. of this agreement.

8 Premium/ VGF

- (i) If Premium has to be paid by the Licensee then-** the total annual premium is to be paid annually in advance and shall be as per the amount quoted by the Preferred Licensee in its Price Bid. If the Licensee fails to pay the Annual Premium within the stipulated period the Authority will have rights to cancel the license and forfeit the Bank Guarantee, correspondingly the Licensee shall be liable to vacate the premise with immediate effect. Total Annual Premium quoted by the Licensee in Financial Bid is for 104 tents and the activities are mentioned in Scope of work.
- (ii) If MPTB has to pay the VGF then-**total annual grant/V.G.F will be paid annually to the licensee by MPTB at the end of every year for operation of tent city and activities mentioned in the scope of work.
- (iii)** If additional tents are erected by Licensee, the amount of Annual Premium as quoted in financial bid, to be given to MPTB, shall be increased on pro-rata basis.

9 Extension of License

The License Agreement is for a period of 5 (five) years which may be extended on Authority's discretion with only the licensee who has paid premium to the MPTB (Not with licensee who has sought grant) as per mutually agreeable terms. Provided that if the Authority is satisfied with the performance of the Licensee during the License period, it may, by order extend the License period for further five years with 25% increment premium on such terms and conditions as per mutually agreed.

After the expiry of License Period, the Licensee shall surrender possession of all movable and immovable items/articles/properties, etc. handed over to him including superstructure now exists, working condition in good.

10 Performance security

(i) Licensee (Premium Paid/ Grant sought) shall, as a precondition to the signing of the Agreement, furnish an irrevocable and unconditional bank guarantee/ FDR. The Performance Security Rs 10.00 lakhs. This Performance Security shall be valid initially for 1 (one) year and thereafter kept valid & effective during the License Period by renewing its validity three (3) months prior to its expiry. The Performance Security should be issued from nationalized bank or scheduled bank acceptable to the Authority.

(ii) The Performance Security will be encashed by the Authority in case of non-payment of Total Annual Premium or any other dues payable to the Authority or any other statutory payments payable to respective authorities or upon termination of the License Agreement due to any default by the Licensee. Upon such encashment and appropriation, the Licensee shall except in the event of termination of the License Agreement, within 30 (thirty) days thereof, replenish the Performance Security to its original level or provide a fresh Performance Security as the case may be, failing which the Authority shall have the right to terminate this Agreement with immediate effect. In case of default in payment of Annual Premium or furnishing/replenishing Performance Security, MPTB shall have the right to terminate this Agreement, enter the premises and take possession of the tent city.

11 Penalty-

11.1 Penalty for tent city- During the execution of the contract, if the licensee fails to deliver the scope of work in complete shape, penalty shall be levied on the licensee at the rate of Rs. 1,000/- per day till rectification of the mistake. MPTB will have discretion of termination of the agreement, in case the licensee earns penalty continuously for 30 days during the entire contract period. It is further be clarified that this right is the prerogative of the Managing Director of Madhya Pradesh Tourism Board only.

11.2 Penalty for Jal Mahotsav- During the execution of the event (Jal Mahotsav) as mentioned in clause (3) of scope of work, if the licensee fails to deliver the scope of work in complete shape, penalty shall be levied on the licensee at the rate of Rs. 5000/- per day till rectification of the mistake. Managing Director of Madhya Pradesh Tourism Board will have discretion of termination of the agreement and forfeiture of the security deposit etc. or to take any other action permissible by law in case the licensee earns penalty continuously for 05 days during the entire Jal Mahotsav event. It is further be clarified that this right is the prerogative of the Managing Director of Madhya Pradesh Tourism Board only.

12 Monitoring Committee-

MPTB may form a monitoring committee comprising of representative of MPTB or institution nominated by the MPTB. The committee reserves the right to verify and perform quality checking and may impose the penalty to ensure that the final deliverables provided by the Licensee are as per the prescribed norms and terms and conditions of the tender.

13. In case the Licensee commits breach of any of the terms and conditions and stipulation herein contained or in the License Agreement which are to be observed and performed by the Licensee, then MPTB shall issue a notice to rectify the breach or omission of any of the terms and conditions and in case of noncompliance on the part of Licensee within 07 days of the receipt of such notice, the Agreement may be terminated by MPTB. Bank Guarantee in such case shall be forfeited and Licensee shall have to vacate the property.

14 In case of any dispute, the parties shall meet and amicably resolve the dispute. In the event parties fail to amicably settle the dispute through mutual discussions then the dispute shall be referred to an arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any further amendments from time to time and the parties here by agree to abide by the decision of the arbitrator. The arbitration proceedings shall be subject to the courts of Bhopal jurisdiction.

15 Warranties & Intellectual Property Rights (IPR) -

(i) Intellectual property right of Brand name, Property name, website created by the licensee for promotion and online booking, or anything developed by the Licensee specifically and exclusively for the site and MPTB, and based on the information or data owned by MPTB, shall rest with MPTB.

(Part -B)

Instructions to Bidder

General

16- Brief Description of The Selection Process-

The Authority has adopted Online Tendering or E- Tendering System with Single-Stage, two bidding process (collectively referred to as the “Bidding Process”) for selection of the Licensee for award of the Project assignment. The first stage of the evaluation (the “Qualification-Technical Proposal Stage”) of the process involves Qualification of interested parties (the “Bidder”), in accordance with the provisions of this RFP.

At the end of first stage, the Authority will announce a list of all pre- qualified Licensees who are qualified and eligible for evaluation in the Second stage (The Financial Proposal Stage) and whose financial bids can be opened and evaluated in accordance with the provisions of the RFP.

The Financial Bid is to be submitted online only. The Financial Bids of all the short listed/qualified bidders will be opened on a concerned date and time. The Licensee will be selected on the basis of highest annual Premium or minimum annual grant in case of there is no licensee who is offering premium to authority.

17 Schedule of Bidding Process -

S.No	Activity	Date and Time
1.	Publish Date	09/08/2019
2.	Document download / sale start date	14/08/2019, 05.00 PM
3.	Site visit, inspection on your own	19/08/2019 to 21/08/2019
4.	Pre bid Meeting	27/08/2019, 12.00 Noon
5.	Document download / sale End date	09/09/2019, 03.00 PM
6.	Bid Submission start Date	10/09/2019, 03.00 PM
7	Bid Submission End Date	17/09/2019 ,03.00 PM
8	Technical Bid Opening Date	18/09/2019, 03.00 PM
9	Presentation date	To be informed
10	Opening of financial Bids	To be informed

18 RFP document-

The document can be downloaded from the official website of the Authority www.tourism.mp.gov.in and through MP E-procurement portal: www.mptenders.gov.in . The bidder will have to pay RFP Document Fees Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST online only through MP E-procurement portal.

19 Eligibility of Bidders-

The companies meeting the following minimum qualifying criteria are eligible to apply.

- (i) The company must be exclusively a camping company or sports adventure company having a separate camping or a tent city division with a minimum of 7 years of experience.
- (ii) The minimum average annual turnover for last 3 years (2016-17, 2017-18, 2018-2019) of the camping company with regard to tent city operations should be Rs. 50.00 lakhs (Rs. Fifty Lakhs) per annum. The turnover of camping company or the division (inclusion of details of turnover of advertising and printing or any other activity being done by the company shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance certificate in respect of the turnover of the camping or tent city division by the chartered accountant of the company should be enclosed. In case year 2018-19, if the audited balance is not available provisional certificate from CA is required.
- (iii) The minimum net worth as on 31/03/2019 of the company should be Rs. 50.00 Lakhs (Rs. Fifty Lakhs).
- (iv) Experience of running a minimum total of **50 tents tent city** for a minimum continuous period of **30 days per year for a minimum period of 2 years in the last 5 years**. Experience will be considered as on March, 2019.
- (v) The company should have experience of operating 100 tent room nights for domestic clients and 100 room rights for international clients in last 2 years. Copies of vouchers / client details /and related payment details are to be attached to support above condition.

Note: All necessary documents in support of qualification claim (eligibility criteria) shall be attached with the application.

20 General Terms of Bidding-

- 20.1** All documents submitted by the Applicant(s) will be treated as confidential.
- 20.2** Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 20.3** Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 20.4** Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 20.5** A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 20.6** Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the licensee the appropriate tax deduction certificate evidencing payment of such taxes.
- 20.7** It may be noted that the Licensee cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

21 Cost of Bidding-

- 21.1** The Bidders/Licensee 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.

22 Right to accept and to reject any or all bids-

Notwithstanding anything contained in RFP, MPTB reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MPTB action.

Documents-

23 Contents of the RFP-

23.1 The proposal should be submitted as follows: - Technical Proposal to be submitted online only with the format includes Annexure I to IX).

24 Site visit & Clarifications-

24.1 Site Visit of the venue can be scheduled. An officer/Technical person from Madhya Pradesh Tourism will be available at the site .

24.2 licensee may request a clarification on any of the bid documents on the pre bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing by email to MPTB at the email address indicated in the Data Sheet at least one day prior to the pre-bid meeting. MPTB will uploading the same on the tender portal www.mptenders.gov.in and on www.tourism.mp.gov.in and may send the copies of the response to all agencies/firms attending the Prebid meeting. At any time before the submission of Proposals, MPTB may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e. www.tourism.mp.gov.in & on tender and www.mptenders.gov.in will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

25 Amendments Modification of RFP-

25.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e. www.tourism.mp.gov.in and www.mptenders.gov.in .

25.1 Any Addendum thus issued will be notified to all those who have purchased the RFP though www.mptenders.gov.in. All such amendments/addendum will become part of the bidding document.

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

Preparation & Submission of Bids –

26 Language-

26.1 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. 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.

27 Format & Signing of Bid-

27.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through www.mptenders.gov.in portal only.

27.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

27.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

28 Submission & Marking of Bid-

The Bidder shall submit the Bid in two Parts as below:

(I) Technical Bid

The Technical Bid is to be uploaded to be submitted online only through the website www.mptenders.gov.in.

(II.) Financial Bid:

The Financial Bid is to be submitted online only through the website www.mptenders.gov.in.

The Bidder shall submit its Financial Bid online only as per the prescribed format.

29 Bid Due Date-

29.1 Bids should be submitted online on the Bid Due Date provided in the RFP in the manner and form as detailed in this RFP.

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

30 Late Bids-

30.1 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.

31 Modifications/ Substitution/ Withdrawal of Bids-

31.1 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

32 Rejection of Bids-

32.1 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.

32.2 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.

33 Validity of Bids-

33.1 The Bids shall be valid for a period of not less than 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.

34 Confidentiality-

34.1 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.

35 Correspondence with the Bidder-

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

Earnest Money Deposit (EMD) and Performance Security-

36.Earnest Money Deposit-

36..1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 2, 00,000/- (Rupees two Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 60 (sixty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.

36.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

36.3 The EMD of unsuccessful Bidders will be returned within 60 days without any interest.

36.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice;
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign and return the duplicate copy of LOI;
 - ii) Furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

37 Evolution of Bids-

37.1 Opening & Evaluation of Bids-The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Licensee. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

37.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

37.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.

37.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.

37.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;

- a) it is received in as per the formats provided in the RFP.
- b) it is received by the Bid due date including any extension thereof.
- c) it is duly signed and marked as stipulated in the RFP.
- d) it is accompanied by EMD as stipulated specified in this RFP.
- e) it is accompanied by the Power of Attorney as specified in the RFP.

- f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified).
- g) it does not contain any conditions or qualifications.
- h) it contains certificates from its statutory auditors in the formats as specified.

37.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

37.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Licensee will be rejected by the Authority and the Licensee will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

37.8 The Authority shall inform, the Bidders/Licensee, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation.

The presentation shall be evaluated on the basis of following parameters:

1. Profile of company & past experience
2. Manpower & Infrastructure of company
3. Overall site planning and branding
4. Planning of the adventure activities & plans for disaster management
5. Concept, theme and design
6. Different cultural evening ideas, stage, theme décor
7. Walk through of the event through graphics
8. Best use of eco friendly practices
9. Quality of the Products, Machines, Equipment and Material to be used during the activities.
10. Value additions and marketing plan.

In Stage 2 of Bid Evaluation, only those Technical Bids which are found to be responsive to the requirements of the tender as specified would be opened for the evaluation of their Technical Bids for the bidding process. Provided, the bidder fulfils the criteria, their technical assessment will be done. After detailed evaluation of above details, as per marking system, MPTB shall shortlist the bidder **securing 50 or more marks**. Such bidder shall be called “**Technically Eligible Bidder**” and **top three technically eligible bidders shall be selected for financial bidding process**. Technical Evaluation Criteria are given in the following table:

Criteria	Max. Marks	Marks Obtained
Tent ownership	75 owned tents	10
Financial Capability: The details submitted w.r.t. to the financial capability by the firms will form the key evaluation criteria for award of contract. The bidder would need to submit the audited P&L statements for the last three years along with CA certificate declaring the average revenue from tent city operation in the last three financial years preceding the proposal submission date 31/03/2019	Average annual turnover from camping or tent city operation in last three years: 50 lakhs: 5 marks, For Above Rs.50.00 lakhs - 1marks for every Rs. 10.00 lakhs maximum up to 10 marks	15
Net worth as on 31/03/2019	Rs 50 Laks	10
Experience of running a minimum total 50 tents city for a minimum continuous period of 30 days per year for a minimum period of 2 years in the last 5 year. Experience will be considered on march 2019	Tent up to 50 – 10 marks and for above 50 tent- 1 marks for every 25 tents maximum up to 15 marks	15
The company should have experience of catering 100 tent room nights to domestic clients and 100 room nights’ international clients in last 2 years. Copies of vouchers /client details /and related payment details are to be attached to support above condition		10
For organizing tourism related events		10
Audio Video Presentation	<ol style="list-style-type: none"> 1. Profile of company & past experience 2. Manpower & Infrastructure of company 3. Overall site planning and branding 4. Planning of the adventure activities & plans for disaster management 5. Concept, theme and design 6. Different cultural evening ideas, stage, theme décor 7. Walk through of the event through graphics 8. Best use of eco friendly practices 9. Quality of the Products, Machines, Equipment and Material to be used during the activities. 10. Value additions and marketing plan. 	30
Total		100

38 Stage 3: Evaluation of price bid-

Price Bids will be opened for “**Top Three Technically Eligible Bidders**” as defined above in point/clause. The evaluation criteria for Price Bid shall be based on **Highest Premium** to be paid to the authority. In case there is no bidder offering premium, then **Minimum grant sought** from the authority will be criteria.

39 Selection of Bidder-

39.1 . Subject to the provisions of the RFP, the Bidder whose Bid is adjudged as responsive and who quotes the **Highest Premium** to be paid to the Authority or who has sought **Minimum Grant** and in case there is no licensee offering Premium, shall ordinarily be declared as the (the “Selected Licensee/Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

39.2 .In the event that two or more Bidders quote the same **amount of Highest Premium offer or minimum Grant sought** (the “Tie Bidders”), MPTB may ask the said Bidders to furnish their respective revised offer which shall not be lower than Premium or higher than the initial grant sought, as per the initial offer made by the Bidder. The Bidder shall be identified on the basis of such revised offer.

39.3 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder/Licensee and the Selected Bidder/Licensee shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder/Licensee 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/Licensee as Damages on account of failure of the Selected Bidder/Licensee to acknowledge the LOA, and proceed to second round of bidding as set out in clause above.

39.4 The Licensee shall be liable to fulfil the following obligations as a precondition of signing of License Agreement:

In case Licensee offering premium-

(i) Premium for the first year shall have to be paid in advance in respect of the License Period

OR

In case Licensee asking for VGF-

(ii) VGF amount will be paid only after submission of verified bills equal to the amount demanded for first year by it for Operation & Management of Tent City at the end of every year.

39.5 After acknowledgement of the LOA as aforesaid by the Selected Licensee, it shall because the Authority to execute the License Agreement within the period prescribed. The Selected Bidder/Licensee shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

40 Opening of Financial Bids-

40.1 The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfill the qualification criteria as detailed out in the RFP.

40.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

41 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

41.1 MPTB will determine responsiveness of each Financial Bid in accordance with the price quoted.

41.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

41.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPTB and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

42 Correction of Errors-

42.1 Financial Bids determined to be substantially responsive will be checked by MPTB for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy
- ii) The amount stated in the Financial Bid will be adjusted by MPTB in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

43 Evaluation and Comparison of Financial Bids-

43 .1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document

43 .2 MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For final evaluation, total cost of financial proposal will be considered.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

43.3 In evaluating the Financial Bids, MPTB will determine for each Financial Bid the amount quoted by the Bidder/Licensee. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

44 Clarification of Bids-

- 44.1** To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder/Licensee for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPTB and the response by Bidder/Licensee shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MPTB in the evaluation of the Bids.
- 44.2** Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 44.3** Any effort by the Bidder/Licensee to influence MPTB in the MPTB Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

45 Process to be Confidential-

- 45.1** 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 or as may be required by law or in connection with any legal process.

Part-C

ANNEXURE - I Letter Comprising the Bid

Ref.
Date:

To,
The Managing Director
Madhya Pradesh Tourism Board
Bhopal.

Sub: - RFP for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing "Jal Mahotsav "at Hanuwantiya, District Khandwa

Dear Sir,

Being duly bidder to represent and act on behalf of _____
(hereinafter referred as the "**Bidder/Licensee**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "**Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing "Jal Mahotsav "at Hanuwantiya, District Khandwa" ('Project')**".

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 180 days from the due date of submission of application and is unconditional. We hereby also confirm the following:

1. The Proposal is being submitted by M/s *...+ (*name of the Licensee*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with 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 the RFP document, in respect of any RFP 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

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, 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;

9. 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

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the 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 community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder/Licensee, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I have studied all the Bidding Documents carefully and also surveyed the project details. 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 Authorization.

16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected

18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.

20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 2,00,000 (Two Lakhs Rupees Only)** to the authority through MP E-Procurement Portal.

21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

_____ **For and on behalf of:** (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation

ANNEXURE - II
Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing “Jal Mahotsav “ at Hanuwantiya, District Khandwa
Detail of Bidder

(To be submitted on letterhead of the licensee)

TECHNICAL PROPOSAL SUBMISSION FORM
Section 1: Organizational Details/Personal details
1.1 Name of the Firm/ Organization/ Individual:
1.2 Status of Applicant [partnership firm/ Pvt. Ltd. Co. / Public Ltd Co. etc]:
1.3 Details about Director/Partners List to be attached
1.4 Address of the Head Office, Branches and its Telephone and Email details
1.5 Name and Designation of the Authorized Representative of the tenderer to whom all the references shall be made :
1.6 Address, mobile no, and email id of the Authorized Representative
Section 2: Subject Area
2.1 Area of Expertise of company:
2.2 Total experience of company in this field [No. of years]
Section 3: Registration Details (Copy of each certificate should be attached)
3.1 Registration no. and date:
3.2 PAN card number details:
3.3 GST registration Number:
3.4 Any other registration:
Section 4: Experience & Profile
4.1 Summary of similar projects executed successfully in the past years; focusing on brief description of assignments and experience in similar conditions.
(i) Project title
(ii) Source of funding
(iii) Implementing partners (if any)
(iv) Project duration
(v) Project budget
(vi) Project brief
Section 5: Turnover of last three years (CA certificate certifying the turnover to be attached)
5.1 Turnover of last three years
Year 1 (FY 2016-2017)
Year 2 (FY 2017-2018)
Year 3 (FY 2018-2019)
5.2 Net Worth as on 31/3/2019
Section 6: Tender Fees and Earnest money deposit (Bid Security) – copy of the payment receipt to be attached in case of exemption from EMD, Format 5 to be attached
6.1 Details of Tender Fees:
6.2 Details of Earnest money deposited:

Signature of the licensee

With stamp and date

Annexure III

Statement of Legal Capacity

(To be forwarded on the letterhead of the licensee)

Ref.

Date

To,
The Managing Director
Madhya Pradesh Tourism Board
Bhopal

Sub: Bid for “RFP for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing “Jal Mahotsav “at Hanuwantiya, District Khandwa”

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual’s name) will act as our representative and has been duly bidder to submit the RFP.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of
Bidder signatory

Annexure IV

Power of Attorney for signing of Application

Know all men by these presents, We _____
(name of the firm and address of the registered office) do hereby irrevocably constitute,
nominate, appoint and bidder Mr./ Ms (name),
son/daughter/wife and
_____ of _____ presently
residing at _____, who is [presently employed with us and holding
the
_____ true and lawful attorney
position of _____], as our (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 the ***** Project*s+ 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-Applications and other conferences and providing information/ responses to MPTB, representing us in all matters before MPTB, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPTB 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 Authorization Agreement with MPTB.

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
_____, 20**

For -----
(Signature)
(Name, Title and Address)

Witnesses:
1 1. [Notarized]
2 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.

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 favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure V

The format will be available on www.mptenders.gov.in website at the time of filing of bids. The Price Bid shall not be submitted along with the Technical Bid. It shall be submitted through www.mptenders.gov.in only in Financial Bid section of the Tender. If the Financial bid/Price bids are submitted with the Technical Bid, it will lead to disqualification of the Bidder.

To,

Managing Director
Madhya Pradesh Tourism Board,
6th Floor, Lily Trade Wing, Jahangirabad
Bhopal – 462008,

Date:

Ref: Price Bid for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing Jal Mahotsav at Hanuwantiya, District Khandwa (M.P).

Dear Sir,

In response to the tender document, We hereby quote the Price Bid as Grant Sought from the Government/ Premium being offered to the Government for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing Jal Mahotsav at Hanuwantiya, District Khandwa (M.P).

01	Premium being offered to MPTB	Rs...Quoted in Financial bid section of Tender.
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Premium being offered to the MPTB – Rs (In word) ... Rs... Quoted in Financial bid section of Tender..

I / we understand that we will be required to pay the Premium in five equal installments (20% per year) for next 5 years

OR

02	VGF being sought from MPTB	Rs... Quoted in Financial bid section of Tender..
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VGF being sought from the MPTB – Rs (in word)... Rs ..Quoted in Financial bid section of Tender...

I /we understand that the Grant as sought above will be paid to us in five equal installments (20% per year) for next 5 years

Note:-

All Taxes will be charged additional as per applicable rates.

Yours faithfully,

(Signature of the Bidder)

Name

Designation:

Stamp of Company

Place:

Date:

Annexure VI. Declaration Regarding Clean Track Record

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MADHYA PRADESH TOURISM BOARD
6th Floor, Lily Trade Wing,
Jahangirabad, Bhopal-462008

Dated -----, 2019

Ref: Request for Proposal for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City and organizing "Jal Mahotsav "at Hanuwantiya, District Khandwa" against the Tender ID no.....

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding " Development, Operation, Maintenance & Management of Tent City and organizing "Jal Mahotsav " at Hanuwantiya, District Khandwa". I hereby declare that my company/organisation has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Name

Designation:

Stamp of Company

Place:

Date:

Annexure VII. Performance Bank Guarantee

To,
Managing Director
MADHYA PRADESH TOURISM BOARD
6th Floor, Lily Trade Wing,
Jahangirabad, Bhopal-462008

In consideration of Managing Director, Madhya Pradesh Tourism Board acting on behalf of the Government of Madhya Pradesh (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at(hereinafter referred as the "licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") licensee for conducting consumer market research as per tender ID dated and the licensee representative having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of the licensee representative do hereby undertake to pay to the Authority an amount not exceeding Rs.

..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said licensee representative of any of the terms or conditions contained in the said Agreement.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts

due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said licensee representative of any of the terms or conditions contained in the said Agreement or by reason of the licensee representative's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We,..... (indicate the name of the Bank) do hereby undertake to pay to the Authority

any money so demanded notwithstanding any dispute or disputes raised by the licensee representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the licensee representative shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and

conditions of the said Agreement have been fully and properly carried out by the said licensee representative and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said licensee representative from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said licensee representative and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said licensee representative or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the licensee representative (s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

NOTES: (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch

Annexure X

Proposed Site Map for Adventure Activities

