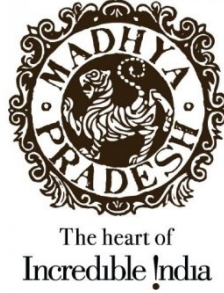


MADHYA PRADESH TOURISM BOARD (MPTB)

For selection of Agency under Special assistance to States for capital investment Scheme for Construction /Supply /Fabrication/Installation and Operation & Maintenance of Recycled Bus Toilet-cum-café units under the project “Orchha A Medieval Splendour”



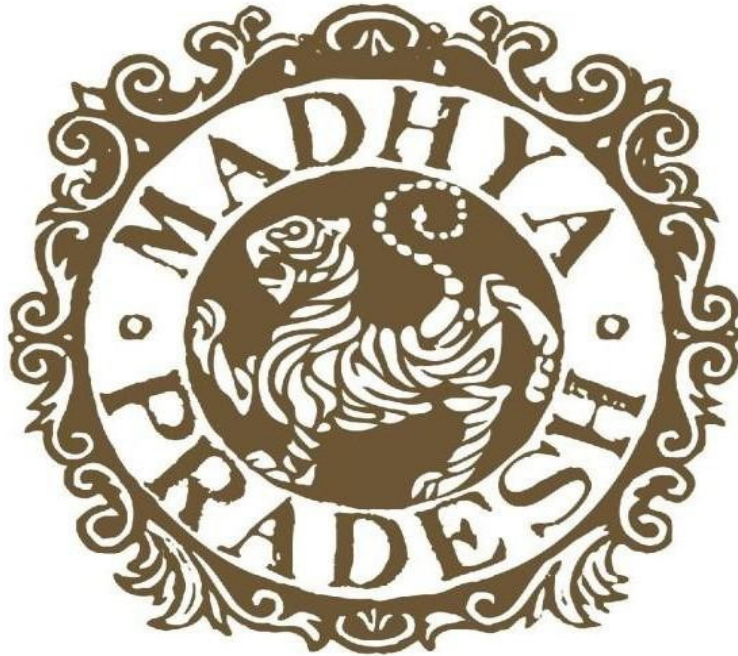
Address: MADHYA PRADESH TOURISM BOARD.

6th Floor, Lily Trade Wing (Above D Mart),
Jehangirabad, Bhopal, Madhya Pradesh 462008

Madhya Pradesh Tourism Board (MPTB)

Request for Proposal [RFP]

**For selection of Agency under Special assistance to States for capital investment
Scheme for Construction /Supply /Fabrication/Installation and Operation &
Maintenance of Recycled Bus toilet-cum-café units under the project “Orchha
A Medieval Splendour”**



The heart of
Incredible India

.....07.2025

DISCLAIMER

The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Madhya Pradesh Tourism Board (MPTB) (hereinafter referred to as “Authority”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties/Bidders with information that may be useful to them in making the preparation and submission of their Bids. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the DPR, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

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

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

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INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

- 1.1.1 Ministry of Tourism, Government of India has formulated Special assistance to States for capital investment- Development of Iconic Tourist Centres to Global Scale Scheme (hereinafter referred as “**Scheme**” or SASCI) to develop sustainable and responsible tourist destinations in the country by adopting the Destination Centric and Tourist Centric Approach. The Scheme is being implemented in the State of Madhya Pradesh through its designated State Implementation Agency (SIA), i.e. **Madhya Pradesh Tourism Board (MPTB)** and being executed by Madhya Pradesh Tourism Board (MPTB) as (hereinafter referred as “**Authority**”). The destination **Orchha a Medieval Splendour** (hereinafter referred as “**Destination**”) has been notified for developing as sustainable and responsible tourist destination. A Destination Management Committee (hereinafter referred as “**DMC**”) is proposed to be constituted for the Destination under District Collector for coordinating, facilitating and providing guidance for development of the destination. A professional agency (hereinafter referred as “**Consultant**”) has been engaged for providing end to end support to State Implementation Agency (MPTB) and DMC for implementation of the Scheme.
- 1.1.2 Madhya Pradesh Tourism Board has authorized Madhya Pradesh State Tourism Development Corporation (MPSTDC) as Authority’s Representative according to Article 41.1 of the draft agreement for monitoring & supervision of execution as per scope of work specified in Annexure – “A” for Phase-1 & Phase-2 of the project.
- 1.1.3 The Authority is engaged in development of the project and as part of this endeavour, the Authority has decided to undertake development, operation/ maintenance and management of the said **Project** and has, therefore, decided to carry out the bidding process for selection of Agency (hereinafter referred as “**Agency**”), a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Appointment of Agency (AGENCY) for Construction /Supply /Fabrication/Installation and Operation & Maintenance of Recycled Mobile Bus Toilet-cum-café units for 10 years in 3 Tourist locations at Orchha Madhya Pradesh under the sanctioned project of “Orchha a Medieval Splendour”.
Location	Orchha, dist. Niwari, Madhya Pradesh
Area of Implementation	At three locations across the city as proposed by Authority (to be selected from the list provided in Annexure VIII (B))
Estimated Project Cost	Rs 79.35 Lakhs (excluding GST/ applicable taxes)
Contract period	Commencing from Appointed Date <ul style="list-style-type: none"> • Phase I: Maximum 04 Months for Construction /Supply /Fabrication and Installation (hereinafter referred as “Phase I”) • Phase II: 10 years for Operation, Maintenance and Management (hereinafter referred as “Phase II”) <p><i>(Phase II period can be further extended to another 10 years in two blocks of 5 years each, on the basis of performance of the Bidder during the contract period)</i></p>

The Authority intends to select suitable applicant who will be eligible for, awarding the Project through

an open online competitive bidding process in accordance with the procedure set out herein.

The selected Bidder who is either single entity or in case of consortium [the Consortium agreement shall be registered prior to execution of the Concession Agreement (the Concessionaire)], shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of this RFP and a long-term Concession Agreement to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto and also with the terms of this RFP. The Concession period shall be of 4 months + 10 years commencing from Appointed Date i.e. the date of signing the agreement.

- 1.1.4 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.4** for submission of Bids (the “**Bid Due Date**”).

1.2 Validity of the Proposal

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.

1.3 Brief description of Bidding Process

- 1.3.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. In the first stage, a technical evaluation will be carried out for Bidders meeting minimum eligibility requirements. In the second stage, a financial evaluation will be carried out for Technically qualified Bidders. The Bidders would be required to furnish all the information specified in this RFP.
- 1.3.2 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.

1.4 Schedule of Bidding Process

- 1.4.1 The Authority shall endeavour to adhere to the following schedule:

1.	Issuance of Bidding Documents	11/07/2025
2.	Pre-Bid Conference	17/07/2025; 17: 00 Hrs
3.	Bid Due Date (BDD)	28/07/2025; 17:00 Hrs
4.	Opening of Technical Bids	29/07/2025; 17: 00 Hrs
5.	Announcement of qualified Bidders	To be informed
6.	Opening of Financial Bid	To be informed (to qualified bidder through mail)

1.5 Pre-Bid Conference

- 1.5.1 Any queries or request for additional information concerning this RFP shall be submitted in writing by e- mail so as to reach the officer designated in **Clause 2.13.4** by the specified date. The Authority shall endeavour to respond to the queries within the period specified therein. The email communication shall clearly bear the following subject title:

“Queries/Request for Additional Information: RFP for.....”.

- 1.5.2 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 1.5.3 During Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 1.5.4 The time and venue of the Pre-Bid Conference shall be intimated at a later stage.

Address:

Madhya Pradesh Tourism Board.
6th Floor, Lily Trade Wing (Above D Mart), Jehangirabad, Bhopal, Madhya Pradesh 462008

Virtual link to be shared on request via e-mail.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bid should be furnished in the Forms of Bid attached as Appendix i.e. Technical Bid as per Appendix I and Financial Bid as per Appendix II along with all enclosures, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The Bid shall consist of the Project Cost. The Project Cost shall be payable to the AGENCY by the Authority as per the terms and conditions of this RFP and the provisions of the Contract Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 (A) The Bidder shall deposit a **Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only)** in accordance with the provisions of this RFP. The Bidder shall submit the Bid Security through the online portal only. The responsibility of depositing Bid Security by online through portal is the sole responsibility of the Bidder, the Authority is not responsible for non-receipt of any such amount deposited by the Bidder.
- (B) Cost of Tender / Bid Document: An amount of INR 5,000/- (Rupees Five Thousand) + GST to be paid online through e-procurement portal or as directed by the Authority.
- (C) Performance Security: The successful Bidder, for due and faithful performance of its obligations under the concession agreement and as a pre-condition for signing of the concession agreement, shall be required to submit 'Performance Security' 10% of the project cost quoted by the successful bidder before signing the agreement. This Performance Security should be provided as per the following details:
- (i) The amount of the Performance Security shall be kept valid during the entire duration of the agreement.
 - (ii) The Performance Security Deposit shall be refunded only 60 days after successful completion of the Operation and Maintenance period as per the agreement.
 - (iii) The aforesaid Performance security shall be furnished by way of FDR or unconditional and irrevocable Bank Guarantee as per the format provided at Appendix III in favor of 'Madhya Pradesh Tourism Board'.
 - (iv) The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- a) **Additional Security Deposit for the project cost above the estimated project cost**: If the financial bid quoted by any bidder for the Project Cost exceeds the Estimated Project Cost mentioned in Clause 6.5.1, the bidder shall submit an additional Security Deposit in the form of a Fixed Deposit (FD) or Bank Guarantee (BG).
- a) The additional Security Deposit shall be equal to the difference between the Project Cost quoted by the bidder and the Estimated Project Cost mentioned in Clause 6.5 of the RFP.

- b) If the financial quote for Project Cost exceeds the Estimated Project Cost, the bidder shall submit a separate Rate Analysis justifying the higher Project Cost quoted. Currently, the Estimated Project Cost has been derived based on the Schedule of Rates of the Public Works Department effective from January 1, 2024, and current market rates for non-SOR items.
 - c) The additional Security Deposit shall be forfeited if, the bidder quits without completing the Operation and Maintenance (O&M) period for any reason or if the agreement is terminated by the Authority due to non-performance as per Clause 2.6.1 or any other clause of the agreement.
 - d) The additional Security Deposit shall be refunded only 60 days after successful completion of the Operation and Maintenance period as per the agreement. The additional Security Deposit shall remain valid for a period of 10 (ten) years (Agreement period) from the date of signing of the Agreement, plus an additional 60 (sixty) days.
- 2.1.5 The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7 In case the Bidder is a Consortium; the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member.
- 2.1.12 The Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- 2.1.13 Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification.
- 2.1.14 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five)

years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.15 The Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

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

A Bidder may be a Company registered under the Companies Act or Registered under any Indian Law as Society, Limited Liability Partnership, Trust, Foundation or any other body corporate whether private entity or State-owned entity, competent to contract under the law and charter of its incorporation, acting in its individual capacity.

B. Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1.2, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Contractual loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, Contractual loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, which puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1.2, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- C. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder or Agency, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
 - D. The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix - I, complete with its Annexes, including the following:
 - i. **Certificate(s) from the Bidder specifying the Net Worth of the Bidder has to be issued by a qualified CA (Chartered Accountant) or Auditor**, as on 31st March 2025 and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 2.2.2 The Bidder should submit a Power of Attorney as per the format at Appendix-III authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IV.

2.2.3 In case the Bidder is a Consortium, it shall, comply with the following requirements:

- (i) Number of members in a consortium shall not exceed 2 (two),
- (ii) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium.
- (iii) members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium.
- (iv) The Lead Member shall not have less than 51% share in the consortium/joint venture and the share of another member should not be less than 26%.
- (v) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- (vi) an individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification.
- (vii) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “Jt. Bidding Agreement”), for the purpose of making the Bid and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - a) enter into the Contract Agreement and subsequently perform all the obligations of the Agency in terms of the Contract Agreement, in case the Contract to undertake the Project is awarded to the Consortium.
 - b) clearly outline the proposed roles and responsibilities, if any, of each member.
 - c) commit the minimum equity stake to be held by each member.
 - d) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Agency in relation to the Project until the Financial Close of the Project is achieved in accordance with the Contract Agreement; and
- (viii) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges and agrees to obligations as may be contained in the Contract Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement and dealt with as such thereunder.
- 2.3.2 No member of the consortium shall exit or transfer its shareholding, rights, or responsibilities under the agreement before the completion of the contract period, except under extraordinary circumstances and with the prior written approval of the Authority.
- 2.3.3 Any request for exit must be formally submitted to the Authority at least 90 days in advance, along with valid justification. The remaining consortium members must demonstrate their ability to fulfil the contractual obligations without disruption. The Authority reserves the right to approve or reject such a request based on the project’s operational and financial considerations.
- 2.3.4 If a consortium member exists without prior approval, the entire consortium may be held jointly and severally liable for any resulting financial or operational losses. The Authority may terminate the contract or impose penalties, including the forfeiture of Performance Security and other security deposits.
- 2.3.5 If an exit is approved, the consortium must propose a replacement entity meeting the original eligibility

criteria within 30 days of approval. The new entity shall assume all rights, obligations, and liabilities of the exiting member. The Authority has the sole discretion to approve or reject the proposed replacement.

2.4 Number of Bids and costs thereof

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
- (i) made a complete and careful examination of the Bidding Documents.
 - (ii) received all relevant information requested from the Authority.
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above.
 - (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 here in above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 here in above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Agency;
 - (vi) acknowledged that it does not have a Conflict of Interest; and
 - (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

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

- (i) at any time, a material misrepresentation is made or uncovered, or
 - (ii) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.7.3 If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Least Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- (i) invite the remaining Bidders to match the Least Bidder/ submit their Bids in accordance with the RFP; or
 - (ii) If the L2 Bidder is unable to match the price quoted by the least Bidder, the tender should be refloated.
 - (iii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.7.4 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.
- 2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.7.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprise of two volumes as listed below and will additionally include any addendum/Amendment/corrigendum issued from time to time.

Request for Proposal

Volume 1: Bid Document

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud and Corrupt
- Section 5. Scope of Work
- Section 6. Miscellaneous

Appendices

- I. Letter Comprising the Technical Bid
- II. Letter Comprising the Financial Bid
- III. Format for Power of Attorney for signing of Bid
- IV. Format for Power of Attorney for Lead Member of Consortium
- V. Format for Joint Bidding Agreement for JV/ Consortium
- VI. Deleted
- VII. Clearances
- VIII. Service Levels with Penal Provisions
- IX. DPR Abstract and Reference Drawings

Volume 2: Contract Agreement

The Contract Agreement will be uploaded online within one week of the RFP release.

2.9 Clarifications

- 2.9.1 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.2 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum to the RFP shall be uploaded online on <https://www.mptenders.gov.in>.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and Signing of Bid

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, proof of online payment of cost of bid document, POA etc. as specified in Clause 2.13.2 of the RFP are received in hard copies.
- 2.12.2 The Bid shall be typed and signed by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.13 Documents comprising Technical and Financial Bid

- 2.13.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal <https://www.mptenders.gov.in> comprising of the following documents along with supporting:

Technical Bid

- (a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to VI and supporting certificates/documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III.
- (c) If applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.
- (d) If applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (e) Copy of Memorandum and Articles of Association, if the Bidder is a corporate body, and copy of its partnership deed if the Bidder is a partnership.
- (f) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.
- (g) Copy of BID Security of **Rs. 1,00,000 (Rupees One Lakhs Only)** submitted through the online portal only.
- (h) Copy of Proof of payment of **Rs. 5,000/- (Rupees Five Thousand plus GST)** towards cost of Bid document.
- (i) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by the Authority and amendments uploaded, if any.
- (j) A notarized affidavit on a stamp paper of appropriate value to the effect that they.

Financial Bid

- (a) Appendix-II (Letter comprising the Financial Bid)

Note: It is clarified that Financial Bid should be submitted online only in ***the Bid Price Sheet provided at the procurement portal.***

- 2.13.2 The Bidder shall submit the following documents physically:
- (i) Original Power of Attorney (PoA) for signing the Bid as per format at Appendix-III.
 - (ii) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.
 - (iii) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-V.
 - (iv) Bid Security of **Rs. 1,00,000/- (Rupees One Lakhs Only)** through online portal with Unique Transaction receipt or any other relevant document.
 - (v) Copy of Proof of Payment of online payment of Cost of Tender Document of **Rs. 5,000/- (Rupees Five Thousand plus GST)**
 - (vi) An original hard copy of the Technical Bid as uploaded on the procurement portal should be submitted by the Bidder.
- 2.13.3 The documents listed at Clause 2.13.2 above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification:
- “Bid for selection of For selection of Agency under Special assistance to States for capital investment Scheme for Development, Operations, Maintenance and Management of Tourism Experience: “Orchha A Medieval Splendour”. and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- 2.13.4 The envelope shall be addressed to one of the following officers and shall be submitted at the respective address:
- | | |
|----------------|---|
| Attn. of: | Managing Director, MPTB |
| Address: | Madhya Pradesh Tourism Board,
6 th Floor, Lily Trade Wing (Above D Mart), Jehangirabad, Bhopal, Madhya Pradesh 462008 (INDIA) |
| E-mail address | psbaghel.mptb@mp.gov.in |
- 2.13.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.13.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.
- 2.14 Bid Due Date**
- 2.14.1 Bids should be submitted online through e-procurement portal www.mptenders.gov.in on or in accordance with the Schedule of Bidding Process in Clause 1.4 and Documents listed at Clause 2.13.2 of the RFP shall be physically submitted in accordance with the Schedule of Bidding Process in Clause 1.4 at the address provided in Clause 2.13.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.13.4.
- 2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10.2 uniformly for all Bidders.
- 2.14.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Late Bids

E-procurement portal www.mptenders.gov.in shall not allow submission of any Bid after the prescribed date and time at Clause 1.4.1.

2.16 Procedure for e-tendering

2.16.1 Accessing/ Purchasing of Bid documents

1. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority. The Bidder shall submit document in support of the class III DSC.

DSC should be in the name of the authorized signatory as authorized in Appendix IV of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the BID shall be considered non-responsive. Bidders are advised to check on procedures and guidelines regarding e-procurement at www.mptenders.gov.in.

2. To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with e-procurement portal of the Authority at www.mptenders.gov.in to have user ID & password which has to be obtained by submitting an annual registration charge of Rs. [.....]/- (Rupees Only) (Inclusive of all taxes) to the e-tendering service provider i.e. [.....] through their e-payment gateway. The validity of online registration is one year. Following may kindly be noted:
 - i. Registration with the e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
 - ii. Bids can be submitted only during the validity of registration.
3. If the firm / Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm / Consortium is not required a fresh registration.
4. The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Authority at www.mptenders.gov.in, in accordance with the Schedule of Bidding Process in Clause 1.4.
5. To participate in e-bidding, Bidders have to pay portal or processing fees as specified in the e-tendering website i.e. at www.mptenders.gov.in.

2.17 Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute or withdraw its e-Bid prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. EVALUATION PROCESS

2.19 Opening and Evaluation of Bids

- 2.19.1 The Authority shall open the Technical Bids on the Bid Due Date, at the time specified in Clause 1.4.1
- 2.19.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 4.
- 2.19.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 2.19.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.19.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.

2.20 Confidentiality

- 2.20.1 Information relating to the examination, clarification, evaluation, and recommendation of 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 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.

2.21 Examination Regarding Proposal Being Responsive to the Requirements

- 2.21.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
 - (i) Technical Bid is received online as per the format at Appendix-I (Annexure I to VI).
 - (ii) Documents listed at Clause 2.13.2 are received physically.
 - (iii) Technical Bid is accompanied by the Bid Security as specified in Clause 2.13.1 and 2.13.2.
 - (iv) Technical Bid is accompanied by the Power of Attorney as specified in Clause 2.2.2 and in case of Consortium, the Power of Attorney for Lead Member of Consortium as specified in Clauses 2.2.3.
 - (v) Technical Bid contain all the information (complete in all respects).
 - (vi) it contains information in formats same as those specified in this RFP.
 - (vii) Technical Bid does not contain any condition or qualification.
 - (viii) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project.
 - (ix) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as

stipulated in Clause 2.2.3(vi).

- (x) Technical Bid contains proof of online payment of Rs. 5,000/- (Rupees Forty Thousand only) towards cost of Bid document.

2.21.2 Right to Reject Non-Responsive Proposal

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.22 Technical Evaluation

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial Bids. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.23 Financial Evaluation

After the technical evaluation, the Authority shall prepare a list of Technically qualified Bidders as per methodology laid out in Clause 4.6 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of Technically qualified Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Technically Qualified Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

2.24 Proprietary Data

- 2.24.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

2.25 Rejection of Bids

- 2.25.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. 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 hereunder.
- 2.25.2 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.

3. BID SECURITY

3.1 Bid Security

- 3.1.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.4 and 2.1.5 submitted through online portal having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 3.1.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 3.1.3 Save and except as provided in Clauses 2.1.4 and 2.1.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid through online portal the refund thereof shall be in the form of an account payee online in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said online transaction shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 3.1.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Agency signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. Complete Bid Security will be refunded, and fresh Performance Security will be made. No adjustments will be done from Bid Security.
- 3.1.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 3.1.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.1.6 The Bid Security 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 Contract Agreement, or otherwise, if.
- (i) a Bidder submits a non-responsive Bid.
 - (ii) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 5 of this RFP.
 - (iii) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - (iv) the Selected Bidder fails within the specified time limit –
 - a. to sign and return the duplicate copy of LOA; or
 - b. to sign the Contract Agreement; or
 - c. to furnish the Performance Security within the period prescribed therefor in the Contract Agreement
 - (v) the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.

4. CRITERIA FOR EVALUATION

4.1 Eligible Projects

4.1.1 The following categories of experience would qualify as eligible project (the “**Eligible Projects**”):

- A. **Category 1: Owned and/or operated, maintained and managed functional at least two relevant Smart Toilets cum café units** (with minimum 4 WCs)/ Rest Room/ Souvenir shop for at least 1 year.
- B. **Category 2: Having Experience in Construction /Supply /Fabrication and Installation of at least 5 relevant Recycled Mobile Toilet cum café units** (with minimum 4 WCs)/ **Rest Room/ Souvenir shop in last 5 years.**

Relevance: Smart toilets may represent Mobile combined public toilets, toilet units in recycled vehicles, etc. equipped with contemporary technology for security, cleanliness and usage (contact free taps, indicators for odour, etc.), also including eco-friendly methods of sewage collection and disposal. The Authority's decision regarding the relevance of the Project submitted by the Bidder shall be final and binding on both parties.

4.2 Minimum Eligibility:

4.2.1 To be eligible for technical evaluation, a Bidder shall fulfil the following conditions of minimum eligibility:

- a. **Technical Capacity:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the 5 (Five) financial years (FY2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date., have

Sn	Eligibility Conditions
1	The Bidder shall have, over the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date., undertaken a minimum of 1 (one) eligible project each from Category 1 and Category 2 as specified in Clause 4.1.

- a. **Financial Capacity:** The Bidder shall have positive Net Worth as on 31st March 2025

Note: FY of the Financial Year (FY) of the Government of India and its agencies begins on 1st April and ends on 31st March. “FY” before a calendar year denotes the year in which the Financial Year starts, e.g., FY 2018-19 begins on 1 April 2018 and ends on 31 March 2019.

- b. **Financial Turn-over:** Average annual turn-over should not be less than Rs 5 Cr (Rupees five Crore only) during the last 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date.

Note: In case of Joint Venture:

- i) Each member of the joint venture must meet the financial capacity as mentioned above at 4.2.1(b) above.
- ii) The lead member should meet at least 51% of the turnover criteria; the other member(s) should meet at least 26 % of the turnover criteria as mentioned at Clause 4.2.1 (c).
- iii) Lead member must have experience of Eligible Project(s) of Category-1 as per Clause 4.1.1 above.

4.2.2 For a project to qualify as an Eligible Project under Categories as per Clause 4.2.1:

- (i) the entity claiming experience should have held, in the company owning or operating the Eligible Project,

a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed.

- (ii) the entity claiming experience shall, during the last over the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date, have paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users.
- (iii) For a project to qualify as an Eligible Project under Category 2, the Bidder should have paid for execution of its construction/ fabrication/ installation works or received payments from its client(s), or raised CSR funds for said works executed, fully during the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date and only the payments (gross) actually made or received, as the case may be, during such 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date shall qualify for purposes of computing the Experience Score.

4.2.3 In case of Consortium, the Consortium should jointly meet the Minimum Eligibility Requirement as per Clause 4.2.1 above, unless specified otherwise.

4.2.4 For the purpose of determining the cost of similar work, the value of work executed shall be escalated to the current costing level by applying a simple annual escalation rate of 7% (seven percent) per annum, calculated from the date of completion of the work to the date of Bid opening.

4.3 Evaluation of Bids

4.3.1 Only those Bidders who meet the minimum eligibility criteria specified in Clauses 4.2 shall qualify for technical evaluation as per Clause 4.4. Bids of firms/ consortia who do not meet these criteria shall be rejected.

4.3.2 The Bidder's competence and capability is proposed to be established by Technical Capacity and Financial Capacity.

4.4 Technical Evaluation

4.4.1 The Technical Proposal will be evaluated based on the following parameters:

Sn	Parameter	Max Marks
A	1. Experience in Category 1 as per Clause 4.1.1- Owned and/or operated, maintained and managed functional Smart Toilets cum café units (with minimum 4 WCs) /Rest Room /Souvenir shop for at least 1 year. a) At least 5 smart toilet unit owned and operated atleast 2 years – 10 Marks b) At least 5 smart toilet unit owned and operated more than 2 years and upto 4 years – 15 Marks c) At least 5 smart toilet unit owned and operated more than 4 years– 20 Marks	20
	2. Experience in running toilets eligible under Category 1 under agreement with Central/State Government departments, Public Sector undertakings (PSUs)	5
	3. Experience in projects eligible under Category 1 under UNESCO World Heritage Site or in premises of ASI/ State Protected Monuments	10
	4. Annual revenue from the project being operated and maintained in Govt. Sector under Central/State Government departments, of Rs. ≥5 Cr. In last 1 year. (FY 2024-25)	5

B	Experience in Category 2 as per Clause 4.1.1: Having Experience in Construction /Supply /Fabrication and Installation of at least 5 Recycled Mobile Bus Toilet units (with minimum 4 WCs) in last 5 years. <p>a. More than 5 Toilets Units upto 10 Toilets Units – 5 Marks b. More than 10 Toilets Units upto 20 Toilets Units – 10 Marks c. More than 20 Toilets Units– 20 Marks</p>	20
	<i>Note: If the bidder has submitted the same project experience for both Category 1 and Category 2, the project will be evaluated under both categories, and marks will be awarded separately for each.</i>	
C	Turn over: Marks shall be given for turnover in following manner. Average annual turn-over should not be less than Rs 5 Cr (Rupees five Crore only) during the last 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date. ≤ 5 Cr. ----- Nil >5 Cr to 9.99 Cr----- 5 Marks >10 Cr ----- 10 Marks	10
D	Proposed Design & Implementation Plan The Bidder shall submit the proposed design and plan as per Appendix I (Annex-VI) covering the following aspects: a. Conceptual clarity and understanding of context in which the Authority operates in general with SASCI objectives, Business Operations Plan including financial model, Resource Deployment Plan and future strategic direction towards the Project and employment generation of local community through the project (10 Marks) b. Design & Aesthetics (to include variations as per the concerned authority) (5 Marks) c. Case studies of similar projects completed under Category 1 and Category 2 (5 Marks) d. Innovative alteration or addition to the project based on understanding of the site (5 Marks) e. Success story, if CSR Funds/Own Funds are also brought and used for development, operation and maintenance of the project (5 Marks)	30
	TOTAL MARKS	100

4.5 Shortlisting of Technically Qualified Bidder

- 4.5.1 Only those Bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall be declared as **technically qualified** for financial evaluation in the second stage.

4.6 Financial Evaluation and Selection of Bidder

- 4.6.1 In the second stage, the financial evaluation will be carried out as per this clause.
- 4.6.2 Bidders shall quote the **Project Cost** (the “Project Cost”) payable by the Authority to the Bidder for award of the Contract. For financial evaluation, the **Total Project Cost** indicated in the Financial Proposal as per Appendix-II, will be considered.
- 4.6.3 The **Project Cost** shall be paid by the Authority to the Agency during Phase I of the Contract Period as per the Scope of Work and payment milestones specified in Clause 6.7.
- 4.6.4 (A) The financial bids and proposals of the shortlisted Bidders as per Clause 4.5 shall be evaluated in accordance with the **Bid Value** computations provided below.

Bid Value = PC

PC: Project Cost

(B) Method of selection/evaluation – QCBS – 30:70 (Technical: Financial)

The lowest evaluated Financial Proposal (Bid Value) / Financial Bid (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 30%, and

P = 70%

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

In the event that two or more Bidders having same combined technical and financial score (the “Tie Bidders”), the Authority shall identify the Selected Bidder based on following criteria in order of priority:

(i) Least of the Project Cost quoted by the Tie Bidders, else.

(ii) Whosoever the Bidder with highest technical score shall be declared as a selected Bidder in case the decision does not happen in accordance with (i) as above,

4.6.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.6.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Agency to execute the Contract Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract 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); or (ii) save and except as permitted under the Clause 2.2.1.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract 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;
 - (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
 - (c) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
 - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. SCOPE OF WORK

6.1 Background

- 6.1.1 The scope of work will broadly include development of toilets and café in recycled defunct busses for facilitating visitors at Orchha (Niwari district) with support in investment from MPTB for execution and revenue sharing in operation and maintenance thereof till the period of 10 (ten) years in accordance with the terms and conditions of RFP and the Agreement. The Selected Bidder shall carry out development as per applicable laws and regulations and conceptual designs, specifications and locations outlined in the approved DPR. The Bidder can collect appropriate user charges from the users using the Project in consultation with MPTB.
- 6.1.2 The bidder is expected to retain the heritage character of the buildings, sites and proposed amenities as per architectural character outlined in the Toolkit which shall be provided by the Competent Authority.
- 6.1.3 The main approach of the project shall retain the heritage character and significance of the sites across Orchha. There by using the approach of minimum intervention, compatible materials and replacing like with like, while upgrading the building for structural strength and services. Any new construction to also follow external character to merge into the existing Heritage setting, be reversible if in the proximity of protected monuments or heritage zones.
- 6.1.4 Major Components of the Project include the **Construction/ fabrication/ installation and Operation & Maintenance of ‘Recycled Mobile Bus Toilet units’**
- a) The proposal includes the establishment of high-quality portable Recycled Bus-cum-Café units equipped with modern amenities. These lounges will cater to the general public, with a special focus on women and tourists, ensuring comfort, hygiene, and accessibility.
 - b) The scope includes procurement installation, commissioning and testing of all parts, equipment and/or machinery necessary for installation of a functional Recycled Mobile Bus Toilet-cum-Café units. The Recycled Mobile Bus Toilet-cum-Café will consist of eco-friendly sanitation facilities, a designated waiting area, and provisions for safe drinking water.
 - c) The scope also includes the operation and maintenance thereof of the units, including branding, promotion and collection of user fee of the premises for entire duration of the agreement of O&M.
 - d) The scope includes maintaining the toilets in good condition including cleanliness, hygiene and serviceability. Regular cleaning, including emptying of the STP, washing and disinfecting all surfaces of the toilets and monitoring of cleanliness is a part of the O&M of the sites.

6.1.5 Project Objectives

Through this, State Implementation Agency aims to:

- a) Draw the citizens and tourists into areas of rich cultural and architectural Heritage, which are not yet on the tourist itinerary and facilitate their visit with basic public amenities.
- b) Enhance Public Hygiene: Provide safe and hygienic sanitation facilities to reduce open defecation and improve cleanliness in public spaces.
- c) Support Sustainable Development: Incorporate eco-friendly elements like solar-powered lights and water-saving sensor taps.
- d) Improve Accessibility: Ensure the availability of accessible restroom facilities for women, children, the elderly, and differently-abled individuals.
- e) Encourage Revenue Generation: Implement a pay-for-use model at an approved fee per usage to sustain operations and maintenance.
- f) Reduce Public Health Hazards: Promote hygiene to prevent waterborne diseases, especially in crowded urban areas and transport hubs.
- g) Enhance Tourist Experience: Ensure availability of hygienic restroom facilities at key tourist destinations to improve visitor comfort and promote tourism.

6.2 Features

- (i) **The total contract period** is for 10 years plus maximum of 4 months period (Phase 1: Design and Development Period) as mentioned at Clause 6.4.1. and under 4.4.1. D (d) if any.
- (ii) **Contract Renewal:** The Authority may consider renewal of the contract on the same terms and conditions for additional period of 10 years in 2 (two) terms of 5 (Five) years each based on satisfactory performance during the initial contract period of the agency.
- (iii) **First right of refusal:** For avoidance of doubt, it is further clarified that the Agency shall have the first right of refusal to accept or refuse another term of 10 (ten) years contract on conclusion of the first contract period.
- (iv) **Transfer of Project** to the Authority or any other agency designated by the Authority within 15 days from the end of Contract period.
- (v) **Delivery of Tourist Experience:** The Agency after completion of Construction /Supply /Fabrication and Installation shall operate, maintain, and manage the Toilet-cum-Café Units. However, unlike other facilities, the mode of operations for food vendors (in case of Café) etc. the charges to be levied for usage of such facility, shall be determined by the Agency in consultation with the Authority.

6.3 Project Location and Context

{Describe the locations covered by the project including a site map}

(A) Site Map: Map of Orchha showing all possible locations for proposed toilet-cum café units under the project (final three locations to be decided after award of project)



(B) General Description:

The historic ensemble of Orchha with a density of around 80 historic structures is located within the fortified town of Orchha towards the north of Niwari district of Madhya Pradesh along the picturesque banks of the Betwa river. It is located on a terrain with varying elevations and is surrounded by forests. It is a remarkable group of sites marking the innovative Bundela architecture and artistic styles dating from 16th-17th centuries. The regional conceptualization of the Bundela patronage is outstanding for its scale, sophistication and sheer level of experimentation that helped create Orchha's visual legacy, the form at Orchha differs in several ways from the rest of the kingdom.

Over the centuries, Orchha came to house much of the Bundela construction and remained the dynastic centre of power for the Bundelkhand region for more than 200 years. The architecture in Orchha fostered an ambitious new style drawing from different visual cultures grounded in the local visual expression that forged into a definitive style of Bundela architectural expression.

Location: Coordinates 25° 21' 1.69" N, 78° 38' 38.38" E

(C) Connectivity:

There are two main axes in the town that link Orchha to the nearby cities. The Jhansi Road links Orchha with the cities of Tikamgarh and Jhansi along the north-south axis. The bigger villages surrounding Orchha, such as Gundrai and Ramnagar, are connected via the east axis. A bypass road keeps cars from accessing the town's historic core to enable tourist activity and diver traffic issues. According to a public study, the people who live in the town of Orchha commute every day on bicycles, in their own cars, and on foot. In addition to the Jhansi-Tikamgarh route and the bypass road, a new national highway that passes through Orchha town and connects Ramnagar gate to Gundrai gate is being proposed. This projected route passes through Orchha's outer defense wall.

6.4 Scope of proposed work

The site currently faces a number of challenges, especially with respect to tourism which is one of the key sources of livelihoods in the city. The pandemic affected tourism worldwide, but this is especially evident in the visitor trend in Orchha. In order to rejuvenate the influx of tourists in the city, a host of activities and upgradations are to be added. The existing infrastructure and public amenities of the city are inadequate to support a large number of floating populations. In order to support different activities developed under various projects across the city, few spots have been identified for providing public amenities of toilets, drinking water facility and café.

6.4.1 Phase I: Construction /Supply /Fabrication and Installation of Recycled Mobile Bus Toilets Units

(A) Minimum Development Obligation (MDO):

The Project Facilities are to be developed by the Bidder and funded as per Norms and Guidelines provided by the Ministry of Tourism, Government of India (GoI) & Government of Madhya Pradesh Building byelaws and regulations. The Bidder would be given the option to plan and design the facilities conforming to the applicable building byelaws and regulations/norms/standards as framed by local body (as applicable). Minimum area / Components / Activities of various components to be developed by the Agency, which will be funded by the Authority are enlisted below:

Sn.	Component
1.	Design, procurement, manufacture and installing a Recycled bus of minimum size 35ft x 8ft with a Toilet-cum-Café at three of the proposed locations.
	Structure Prefabricated Recycled Mobile Bus Toilet-cum-Café unit with separate sections for men and women in a Scrap Bus
	Flooring Anti-slip tiles with waterproof epoxy coating
	Ware High-quality wash basins, Indian sits, western commodes with flush tanks and urinals
	Fixtures High quality fixtures and toilet fittings including soap dispenser, toilet roll holder and paper towel dispenser of premium brand and design as approved by

		Authority, sensor-based taps for water conservation
	Café	Tea, Coffee and snacks zone for users
	Water Storage	Integrated water tanks with a capacity of 3000 liters
	Waste Management	Built-in Sewage Treatment Plant (STP) to recycle water for flushing and gardening
	Energy Efficiency	Solar-powered lighting and automated water dispensers
	Additional Facilities	Sanitary napkin dispensers, diaper changing stations, and hand dryers; seating or waiting area for staff with a shade
	Structure	Prefabricated Recycled Mobile Bus Toilet-cum-Café unit with separate sections for men and women in a Scrap Bus

Note: Please refer to Appendix-IX for abstract of DPR and reference drawings for above mentioned components

(B) Design & Drawing:

Prior to commencement of development works, the contractor shall submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement plan, engineering, and construction time schedule for completion of the Project in accordance with the Project Completion Schedule

- (i) Prepare and submit Good for Construction (GFC) project drawings in conformity with the Scope of the Project, the technical Specifications and Standards, Applicable Laws and Good Industry Practice in such sequence as is consistent with the Project Completion Schedule.
- (ii) All drawings prepared by the Agency for the execution of the temporary or permanent works, are subject to prior approval by the Authority before their use.
- (iii) Any deviation/ modification required for the drawing as per site condition, Agency must submit the drawing and get the approval from the Authority before executing the work.
- (iv) Submit all shop drawings and vendor specific details based on schematic drawings provided at tender stages.
- (v) Within 15 (Fifteen) days of the Project Commercial Operation Date (COD), the Agency shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and its editable digital format or in such other medium as may be acceptable to the Authority.

(C) Monthly Progress Reports

- During the Construction /Supply /Fabrication/Installation Period, the Agency shall, within 7 (seven) days from the date of project start, furnish to the Authority a weekly report on progress of the Development Works

(D) Billing and Closure of Development Works

- The payment against the development of the projects works shall be as per Payment Milestones defined under Scope of Work Clause 6.7.
- Agency shall request the Authority to issue a Certificate of Completion of the Works.

6.4.2 Phase II: Operations, Maintenance and Management of the Project (Funded by the Agency)

(i) Operations and Management

- a. Undertake the Operations and Management of the activities/components outlined under the Minimum Development Obligation (MDO), as specified in clause 6.4.1.(A).
- b. Finance, Procure, provide, install, operate and maintain all equipment, furniture and/or fixtures within the Project Site (including, but not limited to, furniture, sanitaryware, lighting and items related to O&M such as kitchen equipment, sanitary napkin dispenser, water filter, etc.), which may be

required for implementation of Scope of Work of the Agency including elements not funded by the Authority but essential for successful operation and management of the facility. Brief description of the activities are as under:

- Interiors, Furniture, and Fixtures: This includes the design and setup of interior of the lounge as well as the purchase and installation of fixtures such as lighting, flooring, sanitaryware and decorative items and also encompasses the design and outfitting of spaces under the Recycled Mobile Bus Toilet-cum-Café project. It includes elements such as tables, seating, service counter and other necessary elements to create an aesthetic and functional environment.
- Indoor and outdoor seating: This includes selecting and installing suitable seating options that complement the overall design and ambiance of the site, ensuring visitors have a pleasant experience.
- General furniture: Any items that are essential for storage and organization purposes, ensuring that the various facilities are well-maintained and organized.

Overall, these minimum development obligations are crucial for creating a welcoming and functional amenity for visitors, ensuring that they have a pleasant experience while visiting the sites across Orchha.

- c. Promptly commence operations upon the Project Site(s), including the Project Facilities and Services.
- d. Ensure that the Project Facilities and Services shall adhere to the Operations and Maintenance Standards, Performance Standards and Safety Standards and there is safe, smooth, and uninterrupted flow of traffic normal operating conditions.
- e. Make available all necessary financial, technical, technological, managerial, and other resources for operation, maintenance, repair and replacement of the Project Facilities and Services in a timely manner.
- f. Ensure maintenance of proper and accurate record/data/accounts relating to operations of the Project Facilities and Services and the revenue earned therefrom.
- g. Obtain, maintain, and comply with Applicable Permits and comply with the Applicable Laws including those relating but not limited to safety, health, environment, and labour.
- h. Implement standard operating procedures for all departments.
- i. Undertake such commercial activities as are permitted and in the manner contemplated under the O&M Agreement, Applicable Laws, and Applicable Permits.
- j. Collect user charges from and any other form of service charges from the food or lounge services, advertisement rights, etc. with the consent of Authority.

(ii) Repair & Maintenance Requirement

- a. The Bidder shall, in consultation with the Authority, evolve a repair and maintenance manual for the regular and preventive maintenance of the Recycled Mobile Bus-cum-café units in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice. Adequate funding should be made available for general repair and maintenance activities to ensure the ongoing upkeep of the facility. This encompasses routine maintenance tasks such as plumbing, electrical repairs, painting, and other necessary repairs to keep the Recycled Mobile Bus Toilet-cum-Café in good condition.
- b. The maintenance and performance standards as given in Clause 6.8 of this section cover only some of the minimum requirements for operation.
- c. Repair as necessary and maintain the Project Facilities and Services or any part thereof in accordance with the Scope of Work
- d. Maintain a good environment, conducive to all tourism and leisure facilities. Identify potential

problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.

- e. Perform maintenance on a routine and periodic basis.
- f. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.
- g. Remove promptly from the site all surplus construction machinery and materials, waste materials (including hazardous materials and wastewater), rubbish, debris (including, without limitation, accident debris) and keep the site in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.
- h. A robust feedback mechanism (app Based) and follow-up on the feedback must be included in the O&M of the project for maximum visitor satisfaction.

(iii) Safety & Security

- a. Make adequate security arrangements on the project premises for ensuring the Safety and Security of the visitors, staff, and the site's assets. This encompasses the installation and maintenance of security systems such as CCTV cameras, alarms, and access control systems.

(iv) Waste Management (Solid waste collection, segregation & disposal)

- a. It will be responsibility of Bidder to collect solid waste and dispose the non-recyclable part in the designated site as instructed by the Authority.
- b. Systematic and periodic waste collection: Collection & disposal of all garbage on regular basis at least once in a day. The sludge from the STP must be emptied appropriately as per maintenance schedule for ensuring proper functioning of the facility.
- c. Maintain hygiene in the premises by routine garbage collection & disposal by safe and secured manner.
- d. Segregation of wastes: The waste collected in the common area shall be segregated and collected in different colour bags for organic & inorganic waste and disposed as per Authority instructions/ waste management rules.
- e. Trash Receptacles - Clearly label bins for different types of waste (recyclables, general waste, etc.), Informative signs about the importance of cleanliness and responsible waste disposal, Regular Cleaning Crew, Surveillance and Monitoring, composting machine, Encouraging the use of eco-friendly products by vendors and visitors (biodegradable plates, cups, etc.)

(v) Employment of Personnel

- a. The Agency shall employ qualified and skilled personnel required to operate the Project Facilities and Services. The terms of employment may be as deemed fit by the Agency and the Agency shall comply with all Applicable Laws and bear all costs in this regard. Without prejudice to the generality of this provision, all requisite approvals for employment of personnel of foreign origin or nationality shall be obtained by the Agency prior to engaging such personnel, however, it must be noted that the failure to obtain such approval shall not amount to a Force Majeure Event.
- b. All employees shall always remain the Agency's responsibility.
- c. Further, the Agency shall comply with the requirements of employing the existing personnel/ labour. Agency shall further endeavour to recruit local manpower as much as possible. All labour law compliance shall be that of the Agency alone.
- d. The Agency shall ensure that the manpower engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions and qualifications.

- e. At no point in time, the services at the Project Location shall suffer for lack of staff.
- f. Agency shall be responsible for the training and development of the human resources deployed. This includes initial training to familiarize personnel with their roles and responsibilities, as well as ongoing training to enhance their skills and keep them updated with the latest industry practices.
- g. Agency shall provide necessary uniform to its staff/ personnel deployed.
- h. Agency shall at all the times shall fund and maintain appropriate supply of the consumables required for the upkeep of the project facilities at all the times including dustbins, hand wash, cleaning supplies, sanitary napkins, etc. Agency will fund and maintain the required inventory of the materials required for the smooth and uninterrupted operations of the project facilities.

(vi) Marketing & Promotion

- a. QR codes are widely displayed at all attractions of Orchha to access information about destination/ attraction, The Agency will implement the QR codes, which will be widely available for accessing destination information.

(vii) Feedback & Complaint Redressal

- a. Provide for a customer feedback mechanism at the exit through a QR code-based system. Feedback system should be comprehensive and have option to provide online rating for experience by the tourists / visitors.
- b. Analyse feedback and assess trends and issues for improving tourist experience.

(viii) Other Requirements

- a. The Agency shall make/ensure payments to the Authority, if applicable

6.4.3 Potential revenue sources

Sl no	REVENUE SOURCES	PROJECTED ANNUAL REVENUE (IN LAKHS)					
		Y1	Y2	Y3	Y4	Y5	Y6
1	User Fee from visitors	Development Phase	0.25	0.35	0.40	0.50	0.65
2	Advertising rights		12.6	14.0	15.0	16.5	18.0
3	Café services		4.85	5.20	6.30	7.50	8.50
			17.70	19.55	21.70	24.50	27.15

The projections provided are for reference purposes only. Bidders are advised to conduct their own due diligence before submitting their bid. The projected annual revenue is based on minimum development activities and may vary if the bidder's plans for activities differ.

6.5 Estimated Project Cost

6.5.1 The Estimated Project Cost is INR 79.35 lakh (excluding GST/ applicable taxes)

6.6 Proposed Timeline

- i. **Phase I:** Manufacture /Supply /Fabrication and Installation Period - Maximum 4 months
- ii. **Phase II:** Operations, Maintenance and Management Period – Minimum 10 years and any renewal granted in accordance with the RFP/Contract.

6.7 Payment and Progress Milestones

6.7.1 The Agency shall be made payments sequentially in order defined as per milestones mentioned.

S.No	Mobilization Advance	Advance %	
1	Mobilization Advance of the accepted Estimated Project Cost against submission of Advance Bank Guarantee.	10% of project cost	
S.No	Activities (A)	% of Project Cost Allocated	Project Milestones
2	Completion of 50 % Construction /Fabrication work	40 %	50 %
3	Completion of Recycled Mobile Bus Toilets Units and Installation of Commissioning	40%	100%

Note:

- The BG submitted by the Agency against mobilization advance and stage 2 advance will be refunded within 60 days of completion of phase 1.
- In case of any change in scope of work including non-fabrication/ installation or one unit or part thereof, the Authority shall make a payment of an amount proportionate to the value of work completed.

Progress Monitoring (B)		
Sr. No	Work Details	Time period
1	Procurement of Buses	1/4th time allowed (1 month)
2	Completion of 50 % Construction /Fabrication work	1/2 of time (2 and 1/2 Months)
3	Completion of Recycled Mobile Bus Toilets Units and Installation of Commissioning	End of time allowed for phase 1 (4 months)

The payment shall be released after satisfactory inspection conducted by the Authority. The Selected Bidder shall raise bills to the Authority in accordance with the payment schedule mentioned in the contract. An indicative list of items covered under the construction works is attached as Annexure IX. Proportionate progress of quantum of work against proportionate time allotted for the activities as per work plan shall be used to determine the progress of the project.

6.7.2 In case of deviation from the projected timeline as mentioned in Clause 6.7.1, the Agency shall be liable to deposit 0.1% per week from the completion timeline milestone, subject to a maximum penalty of value equal to 1% of the remaining project cost as per Contract Value. Maximum extension of total project completion time shall be allowed only for additional 2.5 months. The Authority has the right to grant an extension to the project timeline in case a valid reason, or for causes beyond the control of the agency, is submitted by the Agency.

6.8 Development Specifications and Standards

The following specifications and standards cover the minimum requirements for the proposed experience. The Agency shall, establish resources, procure and construct the proposed tourism experience and allied facilities strictly conforming to the relevant code/s of Bureau of Indian Standards and the best industry practices.

Whether the requirements are explicitly stated or not in this document, the Agency must note that the Authority envisages a world-class facility in all respects and expects a truly international quality and standards from the selected Agency, as the binding contractual obligation.

6.8.1 Site Development related specifications

The Agency should maintain and operate auxiliary site infrastructure including landscaping, pathways, rainwater, storm water, seating and other public utilities / amenities provided within the site.

6.8.2 Signage

The Agency shall provide signage so as to facilitate necessary information to the visitors regarding amenities and their location. The signage would be provided separately.

- Identification Signage
- Information Signs,
- Directional Signs
- Dos and Don't s
- Facility Signs
- Any other specific signage, if required

6.8.3 Commercial spaces/ area permitted under the Project.

The Agency may also develop commercial space as approved under the project i.e. souvenir shop, retail showrooms, business area, etc. All relevant rules and regulations shall be followed by the Agency for developing commercial spaces/ area. Parking provisions catering to the needs of the Commercial space/ area, as per Local Byelaws shall be made.

6.8.4 Support Facilities and Amenities

The Agency shall provide all the necessary support facilities and amenities conforming to the development controls and meeting the relevant Indian and international standards.

6.8.5 Fire Fighting Facilities

The Agency shall provide all the required firefighting equipment and facilities including fire exits, fireproof doors, etc. conforming to the relevant standards and the applicable rules and regulations.

6.8.6 Facilities for Physically Challenged Persons

The Agency shall provide all the necessary facilities to the entry/ exit, seating and movement of physically challenged persons including wheelchairs, ramps, specially designed seats, toilets, etc.

6.9 Maintenance & Performance Standards

The Agency shall procure that at all times during the Operation Period; the Project conforms to the maintenance requirements set forth in Section 6.4 and the maintenance and performance standards as per the Clause 6.9.4 (the “**Maintenance & Performance Requirements**”).

In case of any deviation from the above maintenance and performance standards, penal provisions will be imposed. Please refer to Appendix-VIII for penal provisions.

6.9.1 Maintenance Manual

The Agency shall, in consultation with the Independent Engineer / Authority, evolve a repair and maintenance manual (the “**Maintenance Manual**”) for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority. The Maintenance Manual shall be revised and updated once every 3 (three) years.

Without prejudice to the provision of this clause, the Maintenance Manual shall, in particular, include provisions for maintenance of Recycled Mobile Bus Toilet-cum-Café and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Recycled Mobile Bus Toilet-cum-café unit, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

6.9.2 Maintenance Programme

No later than 45 (forty-five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Agency shall provide to the Authority, its proposed annual programme of preventive, urgent and other scheduled maintenance (the “**Maintenance Programme**”) to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

- a. Preventive maintenance schedule.
- b. Arrangements and procedures for carrying out urgent repairs.
- c. Intervals at which the Agency shall carry out periodic maintenance.
- d. Arrangements and procedures for carrying out safety-related measures; and
- e. Intervals for major maintenance works and the scope thereof.

Within 15 (fifteen) days of receipt of the Maintenance Programme, the Authority shall review the same and convey its comments to the Agency with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

6.9.3 De-commissioning due to Emergency

If, in the reasonable opinion of the Agency, there exists an Emergency which warrants decommissioning and closure of the whole or any part of the facilities, the Agency shall be entitled to decommission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Agency to the Authority without any delay, and the Agency shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

The Agency shall re-commission the Project/Project facilities or the affected part thereof as quickly as practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Agency to re-commission the Project and shall notify the Authority of the same without any delay. Any decommissioning or closure of any part of the Project and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

6.9.4 Maintenance Standard

During the period of operation, the Agency shall maintain all the facilities in accordance with performance standards and maintenance requirements, as mentioned below:

- i. Perform maintenance on a routine (at least twice daily) and periodic basis.
- ii. Provide functional facilities that:
 - Meet the experience requirements.
 - Have an environmentally acceptable atmosphere for users of the facility.
 - Ensure the safety of the visitors; and,
- iii. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- iv. Establish a maintenance list for planned operation and maintenance.

6.9.5 Maintenance Works

The Agency shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards as per the table below:

Description	Required Level	Facility/ Equipment
Toilets and Urinals	100% Toilets and Urinals should be Functional	Repair and maintenance of sanitary fixtures, lavatories etc. Removal and replacement of damaged sanitary fixtures and lavatories if required

Power supply, Electrical Installations, Electrical Equipment.	No loose, open, un-insulated wiring in any of the areas. Switch Boards, Electric Meters should be enclosed in the boxes and accessible to only authorized persons.	
Natural and Mechanical Ventilation and Illumination	Shall meet the required illumination level as specified in the IS Code and NBC.	Any disruption to mechanical ventilation (exhaust fans), if provided, shall be rectified within 24 hours. Arrangements for natural ventilation like ventilators shall be cleaned once every week.
Fixtures	100% fixtures should be functional	Electrical and Plumbing fixtures maintenance or replacement
Drinking Water (Water Coolers)	Once / Day	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.
Signage	Cleaned Once / day. Max. 5% Damaged signage	All Information Signage and Display Boards shall be visible, legible and functional
Fire Fighting Equipment	checked and refilled every 6 months	All firefighting equipment (Fire extinguisher) shall be visible, legal and functional

Note: Any other maintenance works as required for the infrastructure developed as part or MDO or otherwise shall be responsibility of the Agency. The above norms for maintenance and performance are only indicative. The authority may direct the Agency from time to time during the contract period to take appropriate measures to improve maintenance and performance activities as may be deemed necessary by it. The agency on receiving such specific directions shall take action without loss of time to comply with the directions of the Authority.

Maintenance of Circulation Areas (approach to Recycled Mobile Bus Toilet-cum-Café and immediate vicinity) shall include the entire housekeeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for accessories like fans, lighting arrangements, fittings, fixtures, etc. in these areas.

Performance Standards Intent

- i. The performance levels define the level at which the proposed facilities are to be maintained and the operation and maintenance of the facilities and the site environment. Failing to meet the specified performance level may attract penalty.
- ii. The obligations of the Agency in respect of Maintenance requirements shall include:
 - Ensure that the facilities are operational and rectification of the defects and deficiencies within the minimum time,
 - Ensure that the fixed parameters provided in this RFP are abided by at any time during the Concession Period.
- iii. Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justify more time for its repair or rectification as compared to the time specified herein, the Agency shall be entitled to additional time in conformity with good industry practice. However, the Agency shall get prior approval from the Client or authorized Representative, for such additional requirements of the time.
- iv. Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the project poses danger to the life and property of the users thereof, the Agency shall

promptly take all reasonable measures for eliminating or minimizing such danger.

6.9.6 Routine Maintenance Performance Standards

Sn.	Serviceability Indicator	Required Maintenance Level/ Service Level	Permissible Time Limit for repairs/ rectifications
A	Experience		
1.	Repair and maintenance of sanitary fixtures, lavatories etc. Removal and replacement of damaged sanitary fixtures and lavatories if required	100% Toilets and Urinals should be Functional	Toilets, urinals bathrooms shall be demarked with suitable signboards. All fittings and fixtures should be in serviceable condition and clean at all times
2.	Hygiene and odour control in toilets: monitoring the presence of offensive smells, the cleanliness of surfaces, and the availability of essential supplies like soap and paper towels	100% Toilets to be clean and free of foul odour at all times	These should be kept clean and hygienic and cleaning shall be done at least four times daily.
3.	Water tank shall be clean and functional all the time	-	Water tank shall be cleaned and disinfected every month (by the usage of approved chemicals) to ensure that no inorganic sedimentation takes place.
4.	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition. All drinking water chambers shall be clean and functional	Once / Day 100% drinking water chambers shall be functional at any given point of time	These shall be cleaned daily; Water supply shall be on 24x7 (hrs) basis. Drinking water quality in all the seasons shall be as per WHO standards.
5.	Dustbins, spittoons etc. shall be clean and functional at routine as well as during events.	100% Dustbins, spittoons shall be functional at any given point of time.	The dustbin shall be emptied after every six hours or earlier if it is full or if creates a foul smell in the neighbourhood.
6.	Natural and Mechanical Ventilation, if any, shall be functional	-	Any disruption to mechanical ventilation, if provided, shall be rectified within 24 hours. Ventilators, shafts etc. shall be cleaned once every week
7.	There shall be no standing water on the pavement surface, walkways, landscape no water logging in the centre	-	Immediate measures to be taken and waterlogging should be cleared within four hours
8.	Power Supply, Electrical Installations/ Equipment and Plumbing fixtures maintenance or replacement	100% fixtures should be functional	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Client or its authorised representative
9.	Power supply, Electrical Installations, Electrical equipment shall be functional	-	Any disruption in power supply shall be rectified within six hours.

10.	All Information Signage and Display Boards shall be visible, legible and functional	Maximum 5% number of damaged signage and boards at any given point of time	These shall be cleaned once in a week. Damaged signage and boards shall be replaced, repaired within seven days of their detection
11.	Seating Arrangements shall not be damaged	100% seating arrangement shall be in working condition	Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that they are firmly fixed.
12.	Illumination (Lighting) shall be functional	To meet the required illumination level as per national standards	The ventilators, skylights, etc. serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level
13.	Defects in Electrical fittings like bulbs/ lampshades/ wiring/ sockets, etc.	-	Temporary measures within 4 hours, permanent restoration within 7 days,
14.	Defects in all other utilities like water supply/ tap/tap connections/ pipe/ sewerage and drainage pipes/ tanks & overflow/ window panes/ any other building furniture	-	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on the nature and intensity of work required.
15.	Fire Fighting Equipment	checked and refilled every 6 months	All firefighting equipment (Fire extinguisher) shall be visible, legal and functional

6.9.7 Periodic Maintenance Performance Standards

To maintain the quality and operational standards of high quality, the periodic maintenance/ renewal activities are proposed for the project in the table below:

Sn.	Periodic Renewal Activities	Time Limit for renewal
1	Repainting of furniture, signage's delineators, markings etc.	Minimum once in a year
2	Desludging and cleaning of STP	As frequently as necessary to keep the toilets functional and the environment odour free
3	Repainting of the Bus structure and STP, etc.	Minimum once in three years
4	Repainting of carpentry work like joinery, doors, windows, ventilators, furniture etc. in the cabins, booths etc.	Minimum once in three years
5	Mechanical Equipment	Minimum once in a year as per manufacturer's installation, operational and maintenance instruction manual
6	Electrical Equipment	Minimum once in a year as per manufacturer's installation, operational and maintenance instruction manual
7	Fire Fighting Equipment	Checked and refilled every 6 months

6.9.8 Key Performance Indicators for Operations & Management

Sn.	Parameters	Performance Indicators
-----	------------	------------------------

1	Toilet	To remain operational 16 hours a day throughout the year.
2	Water Supply	To remain operational 16 hours a day throughout the year.
3	Electricity Supply	To remain operational 24 hours a day throughout the year.
4	Security	To remain functional 24 hours a day throughout the year Appropriate fencing of the Site with lighting and security shall be provided to ensure that there will be no encroachment on the Site

Note: The above norms for maintenance and performance are only indicative. The authority may direct the Agency from time to time during the contract period to take appropriate measures to improve maintenance and performance activities as may be deemed necessary by it. The agency on receiving such specific directions shall take action without loss of time to comply with the directions of the Authority.

6.9.9 Monitoring of Operation and Maintenance

During Operation Period, the Agency shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer or the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

During Operation Period, the Agency shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly management report which shall be a summary of:

- Key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same.
- Key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance.

6.9.10 Inspection

The Authority's personnel/independent Engineer shall inspect the project at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Agency within 7 (seven) days of such inspection.

6.9.11 Remedial measures

The Agency shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results requested by the Independent Engineer / Authority and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Agency shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

In the event that remedial measures are not completed by the Agency in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Agency under and in accordance with the provisions of Contract Agreement.

6.9.12 Reports of unusual occurrence

The Agency shall, prior to the close of each day, send to the Authority and / or the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause,

accidents and unusual occurrences on the Project shall include:

- a. death or injury to any person.
- b. damaged or dislodged fixed equipment.
- c. any damage or obstruction on the Project, which results in slow down of the services being provided by the Agency.
- d. disablement of any equipment during operation.
- e. smoke or fire.
- f. flooding of the Project Site; and
- g. such other relevant information as may be required by the Authority.

6.10 Team Structure

The Bidder is expected to assess the requirements and deploy staff/personnel to fulfill the obligations under the contract. The minimum qualification of such required personnel shall be as approved by Competent Authority. Any change in personnel shall also be permitted with due permission from Competent Authority.

7. MISCELLANEOUS

- 7.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b. consult with any Bidder in order to receive clarification or further information.
 - c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information.
 - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.2. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.3. The Contract Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- a. the Contract Agreement.
 - b. the RFP
- i.e. the Contract Agreement at (a) above shall prevail over the RFP at (b) above.

8. FORMS OF BID (APPENDICES)

Appendix-I: Technical Bid for Pre-qualification

Letter Comprising the Technical Bid for Pre-qualification.

(Refer Clause 2.13.1)

Dated:

To,

Mr. _____

Managing Director

MPTB, Bhopal

Madhya Pradesh

Sub: Technical Bid for pre-qualification for <Name of Project>

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, Manufacture/ Supply /Fabrication/Installation, operation, maintenance and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract 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.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document.
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 and 2.25 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/managers/ employees¹.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to commencement of the Appointed Date under the Contract Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.3.2 of the RFP without the Authority being liable to us in any manner whatsoever.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

¹ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

18. I/ We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Contract 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 relating to the Bidding Process including the award of Project.
19. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix III of the RFP, are also enclosed.
20. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Contract Agreement.
21. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 6.4.2.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. [.....] (Rupees) and the Aggregate Experience Score is (in figures)(in words).
24. I/ We offer a Bid Security of Rs [.....] (Rupees only) to the Authority in accordance with the RFP Document. The Bid Security has been submitted through online portal.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
26. We agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

Appendix-I

Annex-I: Particulars of the Bidder

1. General Information

a.	Name:	
b.	Country of incorporation:	
c.	Address of the corporate headquarters and its branch office(s), if any, in India:	
d.	Date of incorporation and/ or commencement of business:	

- (i) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

--

- (ii) Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

a.	Name:	
b.	Designation:	
c.	Company:	
d.	Address:	
e.	Telephone:	
f.	E-Mail:	

- (iii) Particulars of the Authorised Signatory of the Bidder:

a.	Name:	
b.	Designation:	
c.	Address:	
d.	Phone Number:	
e.	Fax Number:	

- (iv) In case of a Consortium:

- The information above (i-iii) should be provided for all the Members of the Consortium.
- A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3 (vi) should be attached to the Bid.
- Information regarding the role of each Member should be provided as per table below:

Sn.	Name of Member	Role ^{\$}	Percentage of equity in the Consortium ^{\$\$}
1			
2			
3			
4			

^{\$}The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.3 and instruction 3 at Annex-IV.

^{\$\$}The percentage of equity should be in accordance with Clause 2.2.3

(v) The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

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

Appendix-I

Annex-II: Technical Capacity of the Bidder

(Refer to Clause 4.2 of the RFP)

Sn.	Name of Project	Member Code	Project Cost (Capex)	Ongoing (Y/N)	Start of Operations (Mention Year)	Completed years of O&M	No. of WCs per Unit	Size of Unit detail of specification (in appropriate unit)
A	Category 1							
1								
2								
3								
4								
5								
B	Category 2							
1								
2								
3								
4								
5								

NOTE:

- Provide details of only those projects that have been undertaken by the Bidder under its own name and specified in Clause 2.2.1.2(ix) and/ or by a project company eligible under Clause 2.2. In case the Bid Due Date falls within 3(three) months of the close of the latest financial year, refer to Clause 2.1.14.
- Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member. In case of consortium, projects for Lead Members to be showcased first followed by others.
- Refer Annex-IV of this Appendix-I. Add more rows if necessary.
- For Category 1 projects: Operation & Management agreement
- For Category 2 projects: Work completion certification by concerning govt authorities.
- Appendix to be certified by CA

Annex-III-A: Financial Capacity of the Bidder

(Refer to Clause 4.2.1 (b) of the RFP)

(In Rs. Crore[§])

Bidder type ^{§§}	Member Code [£]	Net Worth ^{££} (As on 31 st March 2025)		
		Year 1 2022-23	Year 2 2023-24.	Year 3 2024-25.
(1)	(2)			
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
TOTAL				

Name & address of Bidder's Bankers:

- [§]For conversion of other currencies into rupees, see notes below Annex-II of Appendix-I.
- ^{§§}A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder.
- [£]For Member Code, see instruction 3 at Annex-IV of this Appendix-I.
- ^{££}The Bidder should provide details of its own Financial Capacity specified in Clause 2.2.1.2 (ix)

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder.
 - b. be audited by a statutory auditor.
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).²
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause

² To further explain, Net worth is aggregate value of the paid-up 1% capital and all reserves created out of the profits and securities, premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

2.2.3 (vi) of the RFP document.

4. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.1.4 of the RFP document.

B. Certificate from the Statutory Auditor Regarding Turnover

(On the letter head of the Statutory Auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of..... {name of the Bidder} for the Financial Year 2018-19, 2019-20, 2021-22, 2022-23 and 2023-24 is as follows: **(In INR)**.

S.No	Financial Year	Annual Turnover (INR Crore)
1.	FY 2019-20	
2.	FY 2021-22	
3.	FY 2022-23	
4.	FY 2023-24	
5.	FY 2024-25	

Name of the audit firm:

Seal of the audit firm:

UDIN No.:

Signature:

Name:

Membership Number:

Designation:

Date:

Note:

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

Appendix-I

Annex-IV: Details of Eligible Projects

(Refer to Clauses 4.1 of the RFP)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Number of cubicles/ WCs (if applicable)	6	
Location and address of the Project	7	
Date of commencement of Project	8	
Equity shareholding (with period during which equity was held)	9	
	13	

1	Name of the Bidder	
2	Name of the Project	
3	Project Category	
4	Name of the Location	
5	Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	
6	Name of the Client & Address	
7	Name and Telephone Number of Client's Representative	
8	Estimated Cost of the Project (In Rs. Crores)	
9	Date of Commencement of Project (month/ year)	
10	Project Description	
11	Description of the activities performed by the Bidder	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p>[Authorised Signatory]</p>		

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.
3. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.
4. Refer to Clause 4.4.1 of the RFP for category number.
5. The date of commissioning of the project should be indicated for all Eligible Projects.
6. For all Eligible Projects, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3). In case the project is owned/ operated, maintained and managed by the Bidder Company, please indicate accordingly (Refer Clause 3.2.3).
7. Certificate from the Bidder’s statutory auditor³ or its respective entity issuing the star categorization certificate must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
8. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.1.2(ix), the Bidder should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate^s

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid-up voting equity of.....(*name of the Bidder/ Consortium Member/ Associate*) is held, directly or indirectly[‡], by (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.1.2(ix) of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the shareholding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date:
the authorised signatory).

^sIn the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.

[‡]In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

³ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

9. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score⁴
10. Details to be filled by Lead member and JV partner separately.

⁴ Refer Clause 3.2.6 of the RFP

Annex-V: Statement of Legal Capacity

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

Ref. Date:

To,

Mr. _____

Designation

<Name of SIA>

Dear Sir/Madam,

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

We have agreed that..... (insert member's name) will act as the Lead Member of our consortium⁵.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

⁵ Please strike out whichever is not applicable.

Appendix-I

Annex-VI (A): Proposed Design & Implementation Plan

The Bidder shall submit the proposed design and plan covering the following aspects:

- a) Conceptual clarity and understanding of context in which the Authority operates in general and SASCI guidelines
- b) Business Operations Plan: General operational details explaining roles and responsibilities, timelines and the scope of work to successfully operate the experience.
- c) Financial Model: Complete Financial Model/details regarding the Operation and Maintenance period.
- d) Future strategic direction towards the Project for Operation and Maintenance period.
- e) Design & Aesthetics: Ensure the design is aesthetically appropriate and functional and in line with the Authority's vision incorporating aspects of global standards of design, appropriate material palate for achieving a facility of global standard, measures for safety and universal accessibility.
- f) Case studies: Case studies of similar projects involve detailed analyses of projects that have been successfully developed, completed, operated, maintained, and managed. These studies highlight best practices, challenges faced, and solutions implemented in similar contexts.

Appendix-II: Financial Bid for selection of Bidder

Letter comprising the Bid.

(Refer Clauses 2.1.3 and 2.13)

Dated: _____

To,

.....

.....

Sub: Financial Bid for the <Name of Project>

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the development, Construction /Supply /Fabrication/Installation, operations, maintenance and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract 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 Clause 2.2.1.2 of the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 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; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clauses 2.7 and 2.25 of the RFP documents.
 - 9. I/ We believe that we satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 - 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for the Project.
 - 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.⁶
 - 14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 15. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Agency; and (ii) 5% (five per cent) of the Total Project Cost specified in the Contract Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract Agreement in respect of Change in Ownership.
 - 16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

⁶ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Contract Agreement.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the site identified for the Project. We understand that except to the extent as expressly set forth in the Contract 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 relating to the Bidding Process including the award of Contract.
21. I/ We offer a Bid Security of Rs..... (Rupees..... only) to the Authority in accordance with the RFP Document.
22. The Bid Security has been submitted through online portal.
23. The documents accompanying the Bid, as specified in Clause 2.13.3 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
25. The (i) Project Cost and (ii) Annual Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of costs and Revenue and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.}
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement:
30. ***We have quoted a Project Cost as per the Bid Price Sheet uploaded online for undertaking the development of the project excluding GST/ applicable taxes. It is submitted that that Project Cost quoted does not include the cost of the Experience Enhancement Activities as proposed under clause 4.4.1 D (d). It is agreed that any such cost with respect to the Experience Enhancement Activities shall be borne by me/us.***

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead
Member

Appendix-III: Power of Attorney for signing of Bid⁷

(Refer Clause 2.2.2)

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Project proposed or being developed by the.....(the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

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

For
(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

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.*

⁷ To be submitted in original.

Appendix-IV: Power of Attorney for Lead Member of Consortium⁸

(Refer Clause 2.2.2)

Whereas the (“the Authority”) has invited applications from interested parties for the..... Project (the “Project”).

Whereas,.....and..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For
(Signature)
.....

⁸ To be submitted in original.

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

Appendix-V: Joint Bidding Agreement
(Refer Clause 2.2.3)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at.....(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at.....(hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at.....(hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^{\$}

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

WHEREAS,

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

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Role of the Parties

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

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

4. Joint and Several Liability

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

5. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained.

- (ii) violate any Applicable Law presently in effect and having applicability to it.
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
 - (iv) violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

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

7. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
THIRD PART		FOURTH PART	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	

Notes:

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

Appendix-VI: Clearances

- a. **Other Clearances:** The following list of Applicable Permits for manufacture/supply/installation, operation and maintenance of the Tourism Experience is indicative only. The actual Applicable permits will be contingent upon the nature of construction and operation envisaged by the Agency.

The estimated time frame for obtaining following approvals is 30 days, subject to the Agency submitting its applications complete in all respect in a timely manner. The Authority will provide reasonable support and assistance to the Agency in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project.

Below mentioned clearance are applicable as and when required.

Sn.	Clearance / Permit	When required	Relevant Department	Timeline
1.	Development Permit	Before installation	ULB	30 days (as per ULB Bye- Laws)
2.	Food License & Hygiene Clearance	Before Operation	(AU) Department of Health, State/UT; Food Safety & Standards Authority of India (FSSAI)	15 days
3.	Development Permit from MP Archaeology (if applicable in case of site located in the vicinity of Protected Monument)	Before installation	Department of Archaeology	2 Weeks
4.	Provisional NOC (if applicable)	Before Installation	State Pollution Control Committee/ ULB	1 week after receiving the project drawings
5.	Fire Clearance (if applicable)	Before operation	Fire Department/Police Department, State/ ULB	15 days
6.	Any other clearance as applicable at the selected site of execution	Before Operation/ Installation	Concerned department	As applicable

Appendix-VII: Service levels with penal provisions

Sn	Service Area	Key Performance Indicator (s)	Minimum Service Level	Measurement of SLA Self (Record Keeping) Automated
1	Cleanliness and Hygiene	Cleaning of Toilets/ waste bins and disposing the same up to the main container or garbage collection point	Regular Cleaning with 1 Male attendant for Male Toilet and 1 Female attendant for Female Toilet. During events or heavy traffic cleaning to be done as and when required.	Automated* – To be verified (once a month) by an external agency. Regular cleaning schedules, user feedback, and automated sensor systems to be used to maintain a clean and odour free toilet
2	Upkeep of Bus Structure and allied infrastructure	Cleaning of external surface including façade of bus, etc.	At least Once every Two Weeks (As and when required)	*To be verified through CCTV Recordings
3	Waste Disposal (provision of dustbins in each toilet cubicle and the wash basin area, and around the café area as per requirement)	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point	2 Times / Day and 4 Times/ event Day	
4	Pest Control	Disinfestation treatments	1 Time / Fortnightly	Self (Record Keeping) – To be by an external agency
5	Café Cleanliness	Routine housekeeping (inc. cleaning services, sweeping, mopping) of all the premises inc. campus landscaped area, interior, pathways, and kitchen area during event/ exhibitions	At least 2 times/ Day (As and when required) At the time of events/ VIP visits at least 4 Times/ Day (As and when required)	Self (Record Keeping) – To be by an external agency
6	Sanitary-Napkin Dispenser	Ensure 100% availability and functionality of sanitary napkin dispensers in public toilets.	Restocking and maintenance on daily basis.	
7	Hand washing Dispenser & Hand towel dispenser/ toilet paper	Ensure 100% availability and functionality of the dispensers with refills available	Restocking and maintenance on daily basis.	
8	Signages	All information Signage and Display Boards shall be visible, legible and functional	>95% should be functional, cleaned regularly (As and when required)	Self (Record Keeping) – To be verified by an external agency
10	Fixtures	Electrical and Plumbing fixtures maintenance or replacement	100% should be functional at all times.	

11	STP (locally attached to the unit)	Cleaning and desludging, maintaining the emptiness of the chambers and cleanliness of exposed surface	Undertaken periodically or as and when necessary as per requirement	
12	Drinking Water (Water Coolers)	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	At least once / Day and during events cleaning to be done as per requirements.	
13	Safety	Incident response time (accidents, firefighting, emergencies, etc.)	Within 15 minutes	Self (Record Keeping) – To be verified by an external agency
14	Security	To remain functional 24 hours a day.	To be deputed as required for Project area and its components.	Automated* – To be verified (once a month) by an external agency. <i>*To be verified through CCTV Recordings</i>
15	CCTV	A closed-circuit system shall be strategically installed for general surveillance of the Project Facility.	100% should be functional	Automated* – To be verified (once a month) by an external <i>*To be verified through CCTV Recordings</i>
16	Tourist Feedback	Resolution of Customer Complaints or action on customer feedback (Operational QR code for Complaints)	Within 3 days of complaint	Automated – To be verified by an external agency
17	Mock Drills			
A	Fire Safety Drill	1. Time taken to evacuate the building. 2. Proper use of fire safety equipment	1. Minimum Service Level: 100% evacuation within 5 minutes. Frequency: Quarterly 2. Minimum Service Level: 100% of participants correctly use the equipment. Frequency: Quarterly	

B	Natural Disaster Drill (e.g., Earthquake, Flooding)	<ol style="list-style-type: none">1. Time to implement disaster response plan2. Employee safety compliance3. Functionality of emergency equipment (e.g., alarms, emergency lights)	<ol style="list-style-type: none">1. Minimum Service Level: Disaster response plan is fully implemented within 10 minutes of the alert. Frequency: Once a year2. Minimum Service Level: 100% compliance with safety protocols. Frequency: Once a year3. Minimum Service Level: 100% of emergency equipment is functional during the drill. Frequency: Once a year.	Automated – To be verified by an external agency
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Complaint/Penalty Structure for KPIs

A	Complaints related to hygienic conditions	Should be resolved in 24 hours	1.) If complaints are received in the range of 3-5 Nos and are not resolved in 24 hours, a penalty of Rs. 250.00 per day will be imposed. 2.) Subsequent Instances: Penalty increases to Rs. 1000.00 per day after 5 such instances as defined above.
B.	Complaints related to operation and maintenance	Should be resolved in 48 hours	1.) If not resolved in 48 hours, a penalty of Rs 500.00 per day will be imposed. 2.) Subsequent Instances: Penalty increases to Rs. 1000.00 per day after 5 such instances as defined above. 3.) Severe and recurring Issues: imposition of a significant penalty as decided by the Authority.

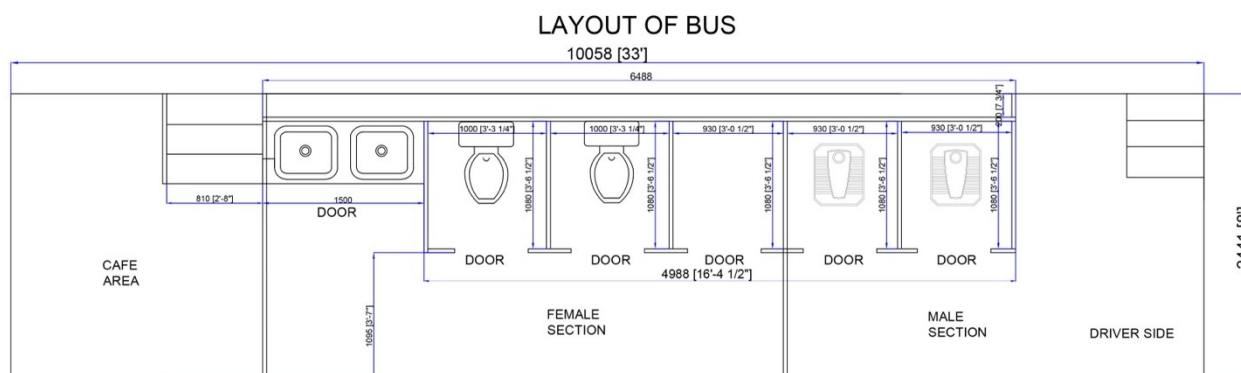
Note: The Bidder is required to adhere to the monitoring mechanism established by the Authority and accept any penalties imposed as detailed in the above and following paragraph.

Based on the monthly complaint data registered through the QR code system and Grievance Redressal Mechanism, penalties imposed on the Agency are as follows:

- a. If more than 5 complaints per day are received repeatedly over any 7-day period within a month, the Authority will issue a 7-day short notice. Failure to comply with this notice without a valid reason may result in the imposition of a substantial penalty or cancellation of license.
- b. Exemption may be allowed by DMC / State in the case of major fault which cannot be rectified in stipulated timeframe. Permission needs to be obtained with proper justification.
- c. The Authority reserves the right to periodically revise the penalty structure and also to waive off the penalty in the case of a justified reason for default. The Authority's decision in this regard shall be final and binding.

Appendix-VIII: DPR Abstract and reference drawing

(A) Suggested Layout of Toilet Unit



Note: All dimensions are in mm unless otherwise mentioned.

A layout option (suggestive) to be adapted to the site conditions. Proximity to public square or plaza like areas requires, adaptation of the outdoor areas with respect to approach road, pathways, plantation, etc.

(B) LIST of possible Locations:

1. Citadel Complex, Orchha
2. Arrival Plaza
3. Visitor Centre
4. Road connecting Lakshmi Temple and Ram Raja Mandir
5. Adjoining Gates in Settlement wall
6. Or any other location as recommended by the Authority