

**EXPRESSION OF INTEREST
FOR
ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF
ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH**



The heart of
Incredible India

MADHYA PRADESH TOURISM BOARD

BHOPAL, INDIA

March 2024

EOI FOR ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH

Eoi Fact Sheet

S. No	Particulars	Details
1.	EOI Reference No/ NIT No.	1529/220/MPTB/IP/UltraMega/2024 Dated 13/01/2024
2.	Name of Issuing Authority	Madhya Pradesh Tourism Board Bhopal, Madhya Pradesh
3.	Name of Engagement	EXPRESSION OF INTEREST FOR ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH
4.	Availability of the Document	The EOI Document is available and downloadable on following website: http://www.mptenders.gov.in EOI Document Fees (non-transferable & non-refundable) must be paid online at GoMP e-Procurement portal – (http://www.mptenders.gov.in) All Subsequent changes to the EOI Document shall be published on the above-mentioned website
5.	EOI Publish Date	15/03/2024 at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
6.	Pre-Bid Meeting date and place	21/03/2024 at 12:00Hrs Madhya Pradesh Tourism Board 6 th Floor, Lily Trade Wing Jahangirabad- 462008 Madhya Pradesh, India Email: cs.mptb@mp.gov.in
7.	EOI Submission Start Date	22/03/2024 from 12:00 Hrs onwards through e-Procurement portal of GoMP: https://www.mptenders.gov.in/
8.	Last Date and Time for Submission of EOI	22/04/2024 at 15:00 Hours at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
9.	EOI Document Fees	INR 5900/- (including GST) non-refundable payable through online e-procurement portal of GoMP: https://www.mptenders.gov.in/
10.	Performance Security	Performance Security @10% of project cost subject to a maximum of Rs. 2.00 crore (Rupees two crore) shall be submitted in the form of bank guarantee or fixed deposit receipt in favour of M.D, MPTB, which shall be refunded after successful operation of the project for 3 years.

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11.	Date, Time and Place of opening of Eoi	24/04/2024 at 12:00 Hours MADHYA PRADESH TOURISM BOARD . Lily Trade Wing (Old Lily Talkies),6th Floor, Jahangirabad, BHOPAL- 462008 (INDIA) Contact-0755-2780600 Email-dirtpu.mptb@mp.gov.in
12.	Technical Presentation	The applicants may be called for Technical Presentation if required by MPTB. Date, Time and Place of the same will be communicated to the Applicant.
13.	Proposal validity	Proposal should remain valid for 180 days from the proposal due date.
14.	For any Queries Contact Person Details	Director (IP) Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies),6th Floor, Jahangirabad BHOPAL- 462008 (INDIA) Contact-0755-2780600 Mobile no. 9425037379 E-mail – dirtpu.mptb@mp.gov.in

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1. About EOI

Information Provided

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

Disclaimer

Subject to any law of the country, and to the maximum extent permitted by law, MPTB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI Document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of MPTB or any of its officers, employees, contractors, agents, or advisers.

Costs Borne by applicants

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

No Legal Relationship

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

Applicant Obligation to Inform Itself

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

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2. Introduction

- i) The MADHYA PRADESH TOURISM BOARD (MPTB) (the "Authority") has been formed with an objective of promoting tourism in the state of Madhya Pradesh. The Government of Madhya Pradesh, Department of Tourism has issued a policy for allotment of Government land for the development of tourism in the state. The Authority has been appointed as the nodal agency for allotment of land.
- ii) With this background Madhya Pradesh Tourism Board Under Madhya Pradesh State's Tourism Policy (2016), Amended 2019 (hereinafter referred to as 'Policy'), applications are invited for allotment of government land of Tourism Department/Revenue Department on 90 years lease at collector's guideline rate on "first come first serve" basis for development of ultra mega tourism project with minimum investment 100 Crore as defined in the policy.
- iii) MPTB has identified following land parcels for the Ultra Mega projects:

S.No.	Name of Land Parcel	Distt.	Khasra No.	Total Area (in Hect.)	Google Coordinate	Nearest Tourist Destinations	Min. Investment
1.	Pipalner (Near Bhopal Airport)	Bhopal	320	9.713	23.298685, 77.339023	Sanchi - 54 Km, Bhopal - 15 Km ,(Bhojpur)- 50 Km (Bhimbetka)- 56 Km, (Udaigiri) – 62 Km, Pachmarhi – 212 Km	100 Cr.
2.	Hatnoor	Burhanpur	335, 325, 338, 345	51.560	21.2641100, 76.2039100	Burhanpur – 9 Km, Asirgarh Fort – 32 Km, Yawal Wildlife Sanctuary – 18 Km, Hanuwantiya island – 127 Km, Omkareshwar -130 Km, Maheshwar – 194 Km	100 Cr.
3.	Imlani Island (Indira Sagar Reservoir)	Khandwa	89/1, 91, 92, 94, 21	10.350	22.072778, 76.690206	Maheshwar- 120 Km, Omkareshwar – 75 Km, Choral – 100 Km, Mandu – 162 Km, Ujjain – 200 Km.	100 Cr.
4.	Lachhoramal Island (Indira Sagar Reservoir)	Khandwa	31,32, 33,35, 36	10.500	22.236560, 76.782385	Maheshwar- 120 Km, Omkareshwar – 75 Km, Choral – 100 Km, Mandu – 162 Km, Ujjain – 260 Km.	100 Cr.
5.	Najarpura Island (Indira Sagar Reservoir)	Khandwa	101,12 2,125,130, 131, 132, 138	17.570	22.025435, 76.654699	Maheshwar- 120 Km, Omkareshwar – 75 Km, Choral –100 Km, Mandu – 162 Km, Ujjain – 240 Km	100 Cr.

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6.	Kasrawad Island (Indira Sagar Reservoir)	Khandwa	36	14.00	22.030067, 76.673802	Maheshwar- 120 Km, Omkareshwar – 75 Km, Choral –100 Km, Mandu – 162 Km, Ujjain – 240 Km	100 Cr.
7.	Bilkhirua (Near Bhedaghat)	Jabalpur	130/1,144, 145,147, 160, 187	32.23	23.262175, 79.846468	Bargi Dam – 40 Km, Pachmarhi- 246 Km, Bhedaghat – 29 Km, Kanha National Park – 190 Km	100 100 Cr.
8.	Datla Pahad (Near Khajuraho)	Chhatarpur	572/13	72.943	24.847564, 79.967382	Khajuraho – 2 Km , Panna National Park – 25 Km, Orchha – 172 Km , Chitrakoot – 158 Km	100 Cr.
9.	Ninod (Near Sanchi)	Raisen	111/1, 111, 112, 113, 114, 115, 273/2/1`	77.718	23.46,77.51	Sanchi - 15 Km, Bhopal - 35 Km ,60 km (Bhojpur), 85 Km (Bhimbetka), 13 Km (Udaigiri)	100 Cr.
10.	Sawant Nagar (Near Orchha)	Niwadi	57/2	61.837	25.375497, 78.645899	Khajuraho – 170 Km, Orchha – 2 Km, Chanderi – 110 Km, Gwalior – 120 Km, Datia – 45 Km, Palpur Kuno– 217 Km, Panna National Park– 177 Km	100 Cr.
11.	Shankargarh (Near Dewas)	Dewas	404, 449, 450/2	50.292	22.936571, 76.064375	Ujjain- 48 Km, Rajwada(Indore) –50 Km, Kheoni Wildlife Sanctuary– 123 Km, Mandu– 135 Km, Omkareshwar – 119 Km, Maheshwar– 143 Km, Bhopal – 155 Km	100 Cr.
12.	BrijrajKhedi (Near Ujjain)	Ujjain	148/1	21.74	23.095337, 75.744188	Ujjain- 8 Km, Rajwada(Indore) –50 Km, Kheoni Wildlife Sanctuary– 123 Km, Mandu– 135 Km, Omkareshwar – 119 Km, Maheshwar– 143 Km, Bhopal – 155 Km	100 Cr.

iv) As per the clause 6.19 of Madhya Pradesh Tourism Policy,(2016) amended 2019, (https://drive.google.com/file/d/1RlsApqVDyoOMSugjduZKsC_YHBB-vW7O/view), offers 30% Capital Investment subsidy of total project cost for development of ultra mega tourism project in Madhya Pradesh.

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- v) If the applicant(s) wants to submit EOI for more than one location, the applicant(s) must apply separately on e-Procurement portal of GoMP: <https://www.mptenders.gov.in/> and submit project concept plan, operational mechanism, proposed activities, approximate project cost, timelines of establishment of the project, brief description, layout and sources of finance for each location separately.

3. Eligibility: -

Under the policy the eligibility criteria is as under:-

- i) Any person/firm/company or consortium (hereinafter referred to as applicant) shall have minimum net worth of Rs. 100.00 crore only (Rupees one hundred crores only) in preceding financial year or current year as of the date of submission of application.
- ii) Applicant should have minimum total turnover of Rs 150.00 crores only (Rupees one hundred and fifty crores only) during the last three financial years i.e. 2020-21, 2021-22 and 2022-23.
- iii) For verification of net worth, certificate of Chartered Accountant shall have to be submitted as per Annexure IV.
- iv) For verification of turnover, certificate of Chartered Accountant (as per Annexure V) and Audited Balance Sheet shall have to be submitted along with application.
- v) In case of consortium the combined net worth and turnover of members of the consortium shall be considered.
- vi) Land should be allotted only for the tourism project mentioned in the tourism policy.
- vii) The applicant shall have to establish a project with investment of minimum Rs.100.00 crore excluding cost of land.
- viii) The applicant shall have to employ a minimum 200 personnels who shall be the residents of Madhya Pradesh.

4. Submission of applications

- i) This EOI is advertised through selected newspapers and is posted on website <https://www.mptenders.gov.in/>.
- ii) Applicants qualifying as per the criteria mentioned in clause 3 may submit their applications to this EOI application in the prescribed format as at annexure- 1 along with other required documents as per checklist provided as annexure-2 duly signed by the applicant or his authorized representative.
- iii) The applications must accompany a proof of payment of non-refundable amount of INR 5900/- (including GST) towards EOI document fees payable through online e-procurement

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portal of GoMP: <https://www.mptenders.gov.in/> at the time of submission of the EOI.

- iv) All necessary documents in support of qualification claim shall be attached with the application.
- v) Application containing all necessary documents in manner specified in clause 4, shall be submitted latest by 22/04/2024 till 15:00 hrs at e-Procurement portal of GoMP: <https://www.mptenders.gov.in/>

5. Selection & Allotment Process

- i) Allotment shall be on the basis of "first come first serve."
- ii) If more than one proposal received for the same land parcel and if the first applicant withdraws his proposal or not selected by authority, then the second applicant shall be the preferred applicant. The seniority of the applicant shall be counted on the basis of date and time of submission of application on e-Procurement portal of GoMP: <https://www.mptenders.gov.in/>
- iii) The applicant will be required to deliver a Technical Presentation on the said project. The table below highlights the marking criteria for the Presentation.

Sl. No.	Parameter	Marks
1.	Overview of the Proposed Business Plan	
	- Business Description	10
	- Innovativeness of Tourism Product Mix	20
2.	Implementation Plan	
	- Implementation Plan	10
	- Timeframe of Project	5
	- Key Personnel on the Project	5
3.	Estimated Employment Generated from Proposed Project	20
4.	Estimated Revenue Generation from Proposed Project	20
5.	Social Responsibility Initiatives proposed under the project	10
	Total Marks	100

The applicant secures atleast 70 or above marks then the proposal is considered for further process.

- iv) On receiving complete application MPTB will submit the proposal to the Empowered Committee headed by the Chief Secretary as provided in clause 20 of the tourism policy along with summary.

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- v) On approval of Empowered Committee, a letter of Allotment shall be issued for allotment of land on collector's guideline rate on 90 years lease.
- vi) The amount of land based on collector's guideline rates shall be considered as one time premium and amount equivalent to 1 % of the premium shall be payable as lease rent every year. After 30 years the lease rent shall be increased to 6 times of the lease rent being paid at the end of 30th year.
- vii) Possession of land shall be given on "as is where is" basis.
- viii) All basic amenities such as approach road, Light/ water etc. shall be developed by the allottee.
- ix) Encroachment free land shall be handed over to the allottee.
- x) From the date of possession the allottee shall obtain all required permissions/approvals within one year and shall start the implementation of the project.

6. Implementation of Project

- i) For completion of the project, timeline shall be maximum up to 5 years from the date of possession.
- ii) After assessment of work progress Managing Director, MPTB may extend the above mentioned timeline up to one year provided 75% of project work is completed.
- iii) The allottee shall before starting the project construction work, submit detailed project report along with all permissions obtained, approved map etc. to the MPTB.
- iv) From the successful bidders, **PERFORMANCE SECURITY** in the form of bank guarantee or fixed deposit receipt equivalent to 10% of project cost subject to a maximum of Rs. 2.00 crore (Rupees two crore) in favour of M.D, MPTB, shall be obtained which shall be refunded after successful operation of the project for 3 years.
- v) After the issue of Letter of Allotment (LOA), the proceedings related to lease execution, lease registration and handing over possession etc. will be done according to the provisions and procedure mentioned in Tourism Policy (2016) Amended 2019.

7. Other Terms and Conditions: -

- i) The applications should be complete in all criteria as mentioned in this document. In case of incomplete application, the applicant should be informed within a week by Managing Director, MPTB to rectify it within 15 days, failing which the application shall be liable to be rejected.
- ii) If any information or Document provided in the response to this EOI is found to be misleading subsequently, the Applicant will be disqualified.
- iii) The Applicants shall bear all costs associated with the preparation and submission of its

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proposal and MPTB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. MPTB is not bound to accept any proposal, and reserves the right to cancel the selection process at any time prior to the Empanelment, without thereby incurring any liability to the Applicant

- iv) MPTB may reject any or all the applications received / cancel the entire process at any stage without assigning any reason what so ever.
- v) The applicants who wish to submit applications to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the applications contain any extraneous conditions put in by the applicants, such applications may be disqualified and may not be considered for the empanelment / selection process.
- vi) The information exchanged between the Applicants and MPTB as part of this EOI shall be confidential and shall not be disclosed without the prior written consent of the MPTB.
- vii) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this EOI, the parties shall be subject to the jurisdiction of courts at Bhopal, Madhya Pradesh, India only.

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Annexure-1

APPLICATION FORM FOR ALLOTMENT OF LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH

Name of Land Parcel Applied for-	
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General Information and Address					
1	Name of the proposed project				
2	Applicant Name				
3	Constitution Type				
	Address Type	Address	Mobile / Phone	Fax	Email
4	Correspondence				
Contact Details					
5	Directors / MD / Project Head				
	Name (Designation)	Member	Mobile / Phone	Fax	Email

6	Authorized signatory details				
	Name	Address	Mobile / Phone	Fax	Email

7	Local Contact Person details				
	Name	Address	Mobile / Phone	Fax	Email

Project Information					
8	Proposal in brief				
9	Land required (details & area of land applied for)				
10	Power required	Type: Load Required (in KW):			
11	Water required				
12	Employment Details (In Numbers)	Type	Total	From M.P.	Outside M.P.
		Managerial			
		Supervisory			
		Skilled			
		Semi-Skilled			
		Unskilled			
		Grand Total			

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13	Probable Date of starting work	
14	Probable date of starting operation	

	Cost of project		
15	Land (In Rs.)		
16	Building & other construction (In Rs.)		
17	Plant & Machinery/Equipment (In Rs.)		
18	Other investment		
	Total		
19	Working capital		
	Grand Total		
	Means of finance		
20	Total cost of project		
21	Loan from Bank/Financial Institution (Please specify name)		
22	Own funds		
23	Funds from Other sources (Please specify)		
	Total		
24	Financial Capability		
	S.No.	Name of the Applicant - Proprietor/ Firm/Company/Consortium Members	Net worth as on date of application/as on last financial year (in Rs.)
	1		
	2		
	3		
	4		
	Total		

25	Technical capability (Operation of Tourism Project as detailed in Tourism Policy) of the Applicant - Proprietor/Firm/Company/ Consortium Member	Experience field	Experience years	Last 3 year Turn over		
				Year 1	Year 2	Year 3

26	Brief profile of the Applicant - Proprietor/Firm/ Company/Consortium Member	
27	Vendor information in prescribed format is attached	
28	Benefits to the State by this Project in terms of Employment, Destination Promotion, Investment and Tourism Promotion.	

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Declaration

I/We hereby undertake that

I/We will abide by the conditions stipulated by the Government of M.P.

I/We hereby declare that above statements and enclosed documents are true and correct to the best of my/our knowledge and belief. I/We fully understand that the government may take any action, if it is found that any of the statements/documents therein are incorrect or false.

Date :

Place:

Signature

Name

Post

Seal of the Applicant

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Annexure-II Checklist

Sr No.	Enclosures to the Application	Status (Submitted/Not Submitted)	Comments, if any	Pg. No.
1.	Applicant - Proprietor/ Firm/Company/Consortium Members profile.			
2.	Project profile of the Proposed activity.			
3.	Applicant's balance sheet for the last 3 years (CA certified).			
4.	Certificate of Incorporation/bye-laws of the applicant.			
5.	Net worth of the Applicant (CA certified)			
6.	Turnover of the Applicant - for the last 3 years certified by CA			
7.	Time schedule for implementation of the project.			
8.	A brief note on Applicant, profile, business performance etc.			
9.	A brief note on company's corporate social responsibility.			
10.	Board resolution – (a) To take up the project (b) Authorized signatory appointment			
11.	GST Registration Number (GSTN)//Tax Equivalent of Particular Country.			
12.	PAN /Equivalent of Particular country.			
13.	Power of Attorney for signing the Application.			
14.	Power of attorney for Lead Member of Consortium (in case of consortium)			
15.	Joint Venture Agreement (in case of consortium)			
16.	Conditions for Consortium (Annexure IX)			
17.	Guidelines of the Department of Disinvestments			
18.	Any other information, applicant wants to provide about Project/Firm/Company/ Specified achievements/benefits to the State etc.			

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Annexure III
Details of the Applicant

1	Applicant's Name (in Capital Letters)	
2	Legal capacity of the Applicant (Govt./Private/Individual)	
3	Contact Person	
4	Address	
5	State	
6	Mobile No.	
7	Email Id	
8	Bank Details	
9	Bank & Branch Name	
10	Account No.	
11	IFSC Code	
12	PAN (Enclose copy)	
13	GSTIN (Enclose copy)	

Date :.....

Signature with Company Seal
Name :..

DECLARATION

- I hereby declare that our firm has not registered under GST Act.
- I hereby declare that our firm has not allotted PAN from Income Tax Dept.

Signature with Company Seal
Name :..

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Annexure-IV
FORMAT FOR NET WORTH CERTIFICATE

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

NET WORTH CERTIFICATE

(of the preceding F.Y. or current year as of the date of submission of application)

We statutory auditor of M/s/Mr./Mrs..... Hereby certify that the Net Worth of M/s/Mr./Mrs.....S/o / D/o Shri (Address) **(of the preceding F.Y. or current year as of the date of submission of application)** is Rs. (Rs.....only).

The methodology adopted for calculating net worth is as follows :

S.No.	Particulars	Methodology	Amount
1.	Fixed Assets	As per audited balance sheet	
2.	Investment & other assets	As per audited balance sheet	
3.	Cash and bank balances	As per audited balance sheet	
		Total Assets (A) Rs.	
4.	Current liabilities, salary, Expenses payable, Loans and Advances	As per audited balance sheet	
		Total liabilities (B) Rs.	
	Net worth calculation	Total Assets (A) Rs. Less : Total Liabilities (B)	
		Total Net Worth (A-B) Rs.	

Above Net Worth Certificate is issued on the basis of books of account and documents produced before us.

Name, Seal , signature & UDIN of the Chartered Accountant

Place :

Date :

UDIN -

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Annexure-V

FORMAT FOR TURNOVER CERTIFICATE
ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

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

S.No.	Year	Turnover in lakh (Rs.)
1,	2020-21	
2.	2021-22	
3.	2022-23	

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

Name, Seal, signature & UDIN of the Chartered Accountant

Place :

Date :

UDIN :.....

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Annexure-VI Power of Attorney for signing the Application (On Stamp Paper)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name).....son/daughter/wife of and presently residing at

Who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of application for **Development ofat Villagedistrict in Madhya Pradesh** proposed or being developed by the Madhya Pradesh Tourism Board (MPTB) (the "Authority") including but not limited to signing and submission of application and other documents and writings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Deed and undertakings consequent to acceptance of our application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the said Project and/or upon award thereof to us and/or till the entering into of the Lease Deed with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF20.....

For

.....

(e-Signature, name, designation and address)

Witness :

- 1.
- 2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes :

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing the Power of Attorney for the delegation of power hereunder on behalf of the applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the*

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

However, the Power of Attorney provided by applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

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Annexure-VII

Power of Attorney for Lead Member of Consortium

(On Stamp Paper)

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 applying for the Ultra Mega Project in accordance with the terms and conditions of the Tourism Policy 2016 as amended in 2019 and other connected documents in respect of the Ultra Mega Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for an on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's for the Ultra Mega Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20.....

For
(e-Signature)

.....
(Name & Title)

For
(e-Signature)

.....
(Name & Title)

EOI FOR ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH

Witnesses :

1.

2.

.....

(Executants)

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

Notes :

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

EOI FOR ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH

Annexure-VIII Joint Venture Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the..... Day of20.....

AMONGST

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

A N D

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

A N D

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

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

WHEREAS

- (A) THE MADHYA PRADESH TOURISM BOARD (MPTB), a statutory body constituted in 2017 under the Companies Act, 2013 having its registered office at Lily Trade Wing (Old Lily Talkies), 6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA) (hereinafter referred to as the "**Authority**" or "**MPTB**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) for development and operation/maintenance of at, District in Madhya Pradesh on DBFOT Basis (the "**Project**").
- (B) The Parties are interested in joint Venture for the Ultra Mega Project as members of a Consortium and in accordance with the terms and conditions of the Tourism Policy 2016 amended 2019 and other documents in respect of the Ultra Mega Project, and
- (C) It is a necessary condition under the order no 10-41/2019/Thirty Three dated 31/10/2019 that the members of the Consortium shall enter into a Joint Agreement and furnish a copy thereof with the Proposal.

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 Ultra Mega Project Proposal.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating for the Ultra Mega Project of the MPTB.
- 2.2 The Parties hereby undertake to participate in the Ultra Mega Project of the MPTB Process only though

EOI FOR ALLOTMENT OF VARIOUS LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH

this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected applicant and awarded the Ultra Mega Project as per tourism policy 2016 amended 2019, it shall incorporate a Private Limited Company (PVT Ltd) under the Indian Companies Act 1956/2013 for entering into a Lease Deed with the Authority and for performing all its obligations as the Lessee in terms of the Lease Deed for the Project.

4. Role of the Parties

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

First Party

Second Party

Third Party

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

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the order no 10-41/2019/Thirty Three dated 31/10/2019, Tourism Policy 2016 amended 2019 and the Lease Deed, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease Deed.

6. Shareholding in the Pvt Ltd

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

First Party

Second Party

Third Party

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Company shall, at all times till the 5 years from the commercial operations of the Project, be held by the Parties of the First, Second and the Third Party whose experience and net worth have been reckoned for the purposes of qualification for the Project.

6.3 The Parties undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid-up equity share capital of the company at all times until the 5 years from the commercial operation of the project.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease Deed and all conditions for Consortium as mentioned in Annexure IX of the RFP.

7. Representation of the Parties

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

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not Pre qualified for or does not get selected for award of the project, the agreement will stand.

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
PARTY OF THE FIRST PART

By :
(Signature)
(Name)
(Designation)

For and on behalf of
PARTY OF THE SECOND PART

By :
(Signature)
(Name)
(Designation)

For and on behalf of
PARTY OF THE THIRD PART

By :
(Signature)
(Name)
(Designation)

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Notes :

- *The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *For a Joint Venture 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.*

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Annexure-IX **Conditions for Consortium**

In case the applicant is a Consortium, it shall be required to form an appropriate Special Purpose

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

- a) Number of members in a consortium shall not exceed 3 (three) (including Lead Member):
- b) Subject to the provisions of clause (a) above, the application should contain the information required for each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have highest equity share holding of the paid up and subscribed equity of the SPV till 5 years from the commercial operation of the Project. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-VII, signed by all the other members of the Consortium.
- d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical obligations.
- e) An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification.
- f) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium.
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-VIII (the "Joint Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia;
 - i) conveys the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Lease Deed and subsequently perform all the obligations of the Lessee in terms of the Lease Deed, in case the lease to undertake the Project is awarded to the Consortium.
 - ii) clearly outline the proposed roles and responsibilities, if any, of each member.
 - iii) commit that each of the members will be evaluated for the purposes of this RFP, shall subscribe for 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV for a period of 2 (two) years from the date of commercial operations of the

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Project.

- iv) members of the Consortium undertake that they shall collectively hold at least 100% (hundred per cent) of the subscribed and paid-up equity of the SPV at all times until the 2nd anniversary of the project commercial operation date; and
 - v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Lessee in relation to the Project until the Financial Close of the Project is activated in accordance with the Lease Deed; and
 - vi) No nonvoting right shares shall be issued to the Consortium members in the SPV company at any point of time.
 - vii) The share holding of other member shall not be more than the holding of lead member
 - viii) Any transfer of shares will require the prior approval of the authority at any point of time.
 - ix) No new member other than consortium members shall be allowed in the formation of SPV company.
- h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

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Annexure-X Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi

Dated 13th July, 2001
OFFICE MEMORANDUM

Sub : Application for the Ultra Mega Project – Development of at VillageDistrict in Madhya Pradesh.

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

1. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
2. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/conviction by a Court of Law for an offence committed by the applicant party or by any sister concern of the applying party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
3. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
4. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
5. The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.
6. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
7. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the

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investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information

should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

*These guidelines may be modified or substituted by the Government from time to time.

Sd/-

(A.K. Tiwari)

Under Secretary to the Government of India

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Annexure XI

Bank Guarantee for Performance Security

To

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

In consideration of Managing Director, Madhya Pradesh Tourism Board acting on behalf of the Government of Madhya Pradesh (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (Hereinafter referred as the “agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) **EXPRESSION OF INTEREST FOR ALLOTMENT OF LAND ON 90 YEARS LEASE FOR DEVELOPMENT OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH** and the Agency representative having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Agency representative do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency representative of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency representative of any of the terms or conditions contained in the said Agreement or by reason of the Agency representative’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency representative shall have no claim against us for making such payment.

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4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency representative and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency representative from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency representative and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency representative or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency representative (s)
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

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NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

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OF ULTRA MEGA TOURISM PROJECT IN MADHYA PRADESH**

Annexure XII

Format for Request for Pre- bid Clarifications

Bidder's Request for Clarification for "EOI For Allotment Of Land On 90 Years Lease For Development Of Ultra Mega Tourism Project In Madhya Pradesh"

Name of Bidder:

Name & position of person:

Full formal address including Telephone, mobile and email address:

Sr. No.	Page No.	Clause No.	Clause heading	Query / Clarification Sought	Suggestion