

Madhya Pradesh Tourism Board
Corporate Identification Number (CIN):
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6th Floor, Lily Trade Wing, Jahangirabad, Bhopal Madhya Pradesh, India.

Pin code – 462008

Website: www.tourism.mp.gov.in

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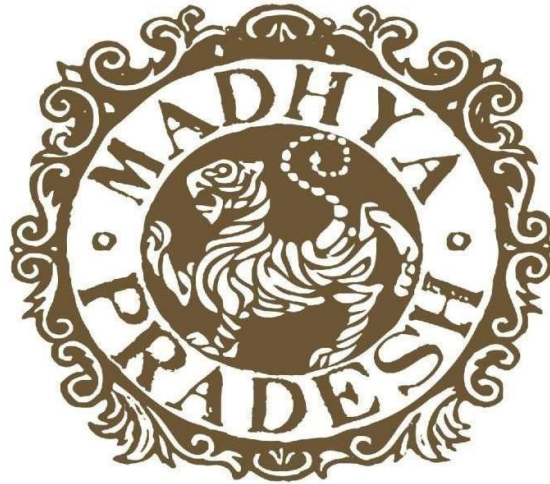
13.09.2024

"REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AN AGENCY FOR DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF TENT CITY AT ORCHHA, DISTRICT NIWARI"

MPTB invites offers from agencies for Selection of Agency for *"DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF TENT CITY AT ORCHHA, DISTRICT NIWARI"*. The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> www.tourism.mp.gov.in For any other information please contact ... Mob. No.+91-9407057416 or e-mail at cs.mptb@mp.gov.in. Last Date and Time for online Purchase and submission of the tender is is **28.10.2024** At 3:00 PM.

Managing Director

Request for Proposal (RFP)
For
Selection of an Agency for Development, Operation, Maintenance
& Management of Tent City AT ORCHHA, DISTRICT NIWARI



The heart of
Incredible India

Madhya Pradesh Tourism Board, Bhopal, India
2024

DISCLAIMER

The information contained in this RFP document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, 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 or an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder(s) may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder(s) should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) may be 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 the law expressed herein.

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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder(s) 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 assumption contained in this.

The issue of this RFP does not imply that the Authority is bound to select an Bidder(s) or to appoint the Selected Bidder(s), as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Bidder(s) 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(s) in preparation for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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Data Sheet

S/N	Particulars	Description
1	Nature of Work	Request for Proposal (RFP) for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City At Orchha, District Niwari
2	Proposals Invited by	Managing Director, Madhya Pradesh Tourism Board, Government of Madhya Pradesh
3	Date of issue of RFP Document	13/09/2024
4	Last Date for sending Pre -Bid Queries	21/10/2024 till 12:00 PM
5	Date of 2 nd Pre-Bid Meeting	21/10/2024 at 12:00 PM, at the Office of Madhya Pradesh Tourism Board, 6th Floor Lily Trade Wing, Jahangirabad, BHOPAL – 462008.
6	Start date of Submission of Bids	22/10/2024 From 5:00 pm Onward
7	Last Date for Submission of Bids	28/10/2024 Till 3:00 PM
8	Date of Opening of PQ cum Technical Bids	29/10/2024 At 3:00 PM
9	Date of Technical Presentations	To be decided
10	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
11	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	https://mptenders.gov.in , www.tourism.mp.gov.in
12	Earnest Money Deposit (EMD)	Rs. 5,000 (Five Thousand Only) plus GST as applicable plus e-procurement portal charges as applicable. To be paid online through e-procurement portal.
13	Earnest Money Deposit (EMD)	Rs. 5,00,000 (Rupees Five Lakhs Only) To be paid online through MP tenders' portal.
14	Return of EMD	EMD of the bidders not selected will be returned not later than 180 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.
15	Validity of Proposal	Proposals must remain valid for 120 days from the Bid submission date
16	Performance Security	Equivalent to 10 % of the of first year of Annual Premium/ 10% of VGF (as applicable) or INR 50 Lakhs, whichever is higher. The selected bidder shall be required to submit the Performance Security within 15 days from date of issue of LOI
17	Performance Guarantee Validity Period	3 Months beyond the contract period.

18	Method of Selection	<p>Quality - Cost Based Selection. The ratio of weight towards quality (technical bid) and Highest Annual Premium increasing at a compounding rate of 10% per annum or Lowest VGF decreasing at 10% per annum (financial bid) shall be 30:70. Additionally, the minimum qualifying marks for quality of the technical proposal shall be 75 (Seventy-five) out of maximum 100 (Hundred) as indicated in this RFP.</p> <p>Selection of Bidder – The bidder securing the highest combined Score would be preferred bidder.</p>
19	Contact Person Details	<p>Company Secretary, Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies), 6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA)</p> <p>Contact - 9407057416/0755-2780600 E-mail – cs.mptb@mp.gov.in</p>

1. INTRODUCTION & BACKGROUND

Madhya Pradesh is pitted as one of the best states in the nation, in terms the of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the center of the country but also because it has been home to the cultural heritage of various religions including Hinduism, Buddhism, Jainism, and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts, and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has spectacular mountain ranges, meandering rivers, and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East, and West. Madhya Pradesh has also won the National Tourism Award for Best State for Adventure Tourism. In the last few years, the Government of Madhya Pradesh has initiated several measures to position the state as the leading tourism state globally. All the tourism related initiatives of the Government of Madhya Pradesh (Govt. of MP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal Agency of Govt. of MP.

1.1. Objective

- MPTB intends to engage an Agency for the development, operation, maintenance, and management of Tent City for over three months during tourism season, i.e., 1st October to 31st March (any 100 days) every year for a period of 10 years At Orchha, District Niwari” (hereinafter referred to as ‘Project’).
- The Tent City will be organized on the theme of adventure by providing a plethora of activities like land, water and air - based adventure activities, leisure events, sports, cultural activities, arts, craft, and cuisines of the various regions of the state.
- Create a synergy through the combination of activities with the destination of Orchha in a way that it creates a novel and memorable experience for the visitors.
- Showcase destination as a great investment opportunity for tourism investors.
- The works must comply to three-star hotel category as per the guidelines for approval of hotel projects and star classification of operational hotels by Ministry of Tourism in the letter no 8-TH-1(3)/2013-PT-1 dated 19/01/2018 or as per the criteria for classification of accommodation.
- Facilitate regular interaction with media and other tourism stakeholders with Madhya Pradesh Tourism officials to enhance the Destination’s visibility on the national tourism canvas.
- Promote focus on inbound tourism and position of the State as a preferred tourist destination of the world.
- Create immersive experiences for tourists through adventure and cultural activities which let tourists embark on extraordinary journeys in one-of-a-kind destination of Madhya Pradesh.
- The selected bidder has to complete the maintenance & repair works which may arise during the concession period within the timeline as may be decided from time to time by the tender inviting authority.
- The Agency shall be free to charge commercial rent from the tourists.
- No illegal or prohibited activities should be performed.
- Promote community development & involvement through sustainable efforts by engaging and interacting with the locals, to provide them ample opportunities to flourish and do consistent business, ensuring basic earnings (e.g., opening of souvenir shops, homestays, small weekend haats, along with running regular water sports, boat safaris, etc.)

1.2. Scope of Work

The Broad Scope of this RFP is indicated below under Part A & Part B sections. All activities under Part A are mandatory to be undertaken by the selected agency. Please note MPTB reserves the right to decide per year if activities falling under Part B shall be executed by the agency.

PART A

1.2.1 Tent City ”

The Agency must set up Tent City” for a minimum period of 100 days each year during tourism season, i.e. 1st October to 31st March by providing a plethora of activities including but not limited to land, water and air-based adventure activities, leisure events, wellness, sports, cultural activities, art, craft and cuisines of the various regions of the state. Please note, that the minimum period of 100 days of tent city operations shall be mandatory from October 2025 onwards. Any shortfall in the number of days of operation in the 1st Year (i.e 2024-2025) shall be mandatorily adjusted in the next two consecutive years/tourism season (i.e – 2025-26 & 2026-27).

- Adventure activities must be operational on every day from Sunrise to Sunset.
- Arts & craft, Food stalls must be operational every day.
- Arts & craft workshop must be operational during the daytime.
- Cultural events to be organized in the evening.

1.2.2 Project Infrastructure and Period

The Authority has developed the basic infrastructure at site which includes the Platform, sewerage line, water supply, electricity connection for **104 tents**. A detailed floor plan is attached herewith for reference of bidders. **The Authority shall provide the site with aforesaid infrastructure to the successful Agency on license for a period of 10 years (“Project Period”) increasing at a compounding rate of 10% per annum or Lowest VGF decreasing at 10% per annum as quoted by the bidder (“Project Consideration”). (As mentioned in financial Bid Annexure –VI) The Agency shall be required to operate the Tent City during the tourism season, i.e., 1st October to 31st March (for any 100 days continuously)**

1.2.3 Available Land ” for creation of tent city-

Destination	District	Minimum landto be providedby MPTB	Google Coordinate
Orchha	Niwari	05 Hectare	25.342513 78.628954

1.2.4 Project facilities

The Agency shall be liable to provide tents, create all infrastructure required to operate the facility including but not limited to creation of reception / welcome area, dining area, conference /meetings areas, bring all furniture, electrical fixtures and other fixtures required for operations of the facility. The site will be handed over to the Agency on “As Is Where Is” basis. Additionally, the Agency shall ensure that the entire tented venue and the tented accommodations area are equipped and connected through and EPABX (intercom) for internal communication.

The Tent City should holistically in its décor and ambience which should be aligned with a professional and attractive layout as per the requirement of the event. The mandatory arrangements to be provided by the Agency for tent city:

S.No.	Description
1.	Entry Gate/Thematic craft with Thematic pathway for entry - Adequate height of welcome arches with necessary framings and bracing. Gate shall be supported on required foundations embedded to be designed by a competent structural designer or as approved by a professional advisor.
2.	Logistics Stalls with furnishings
3.	Installation of High-quality stalls for Food, Souvenir, and Craft Bazaar (Please refer Clause 1.2.7 for requirements and please note that 50% of all stalls shall be allotted to/operated by MPTB)
4.	Lounge with lobby (within Hanger Area) - A/C, on raised wooden platform with complete furnishing with attached toilets (M&F), 1 Conference facility setup with AV technology for minimum 75 guests.
5.	Information counter (with May I help You sign) along with desktops, photocopier cum scanner cum printer with internet access
6.	Branding and Marketing of the venue including but not limited to exhibition stand, brochure/flyers, banners, badging, set and stage design, etc. shall be done by the Agency with due approval of MPTB.
7.	General Lighting with passage lighting, LED Flood Lights and Decorative/Theme light along with pole, fixture, lamp, junction box etc.
8.	Adequately powered Generator to provide power to entire venue in case of outages
9.	Adequate number of CCTV Cameras with recording setup at all the focal points is must
10.	Operation and Management of the Restaurant & Kitchen shall be done by qualified professionals who have handled work of a similar nature earlier. The qualified manpower should be trained accordingly.
11.	Fire Extinguishers (1 for every tent) and at all prominent locations in the Tent City premises
12.	Security Arrangement with Security Guards (The security arrangements of the main stage and whole venue shall be done with due approval of MPTB)
13.	Sufficient number of drinking water counters for Visitors, with Manpower & Dispenser and Disposable Glasses
14.	Parking Area for around 500 Cars and bikes with Attendant
15.	First Aid & Medical Facility including Doctor on Call
16.	4 E-Rickshaws/ 2 Golf Carts and 3 Wheelchairs in good condition
17.	Dedicate separate area for adventure and other activities
18.	Ambience matching with the theme of Tent City
19.	Wire mesh fencing toward Water Body area
20.	Telephone systems for internal and external communication (EPABX) to be made available in All Tents & at all other Guest Service Area
21.	Agency shall create a separate Administrative Zone for Police, Medical, Security, Government Staff with facility of 10 Tents for accommodation, along with necessary Food arrangements for maximum of 20 people

1.2.5 Accommodation Obligations

The Agency shall necessarily provide the below listed infrastructure at the subject site.

NO	Activities	Particulars	Quantity
1	Tented Accommodation: Deluxe Swiss Cottage Tents –	<p>Specification: -</p> <ul style="list-style-type: none"> ➤ The tent shall be made from Cotton Canvas Waterproof 450 GSM per square meter in natural white. It should have Sturdy Metal Poles (socketed) for Compact Packing. Accessories include Iron pegs, pins, Hammer & Ropes Or any material better than above. ➤ All tents shall be of normal size (21ft x 25ft) including dressing room, Toilet, and front sitting area. 	91

		<ul style="list-style-type: none"> ➤ The quality of design, workmanship and service shall be the best or consistent with an international tent facility. ➤ Defective, cracked, or torn materials shall not be used. ➤ All tents shall be firmly grounded and stable against wind force and dead loads considering the surrounding environment & wind force & rains. ➤ Tents shall be designed and executed considering adverse weather conditions. ➤ Joinery and supports should be properly engineered, firm and with good finish. ➤ Water flow and pressure should be uniform in toilets of each tent. ➤ All Tents shall have good quality furniture, fixtures & fittings. ➤ Fire precaution shall be taken care of ➤ All the furniture should be firm, comfortable, traditional, and as per functional requirements of the tent city. ➤ Lockable Wooden Almirah ➤ Locking Arrangement for Safety of Tents ➤ Mosquito/Insect Repellent 	
2	Luxury Swiss Cottage Tents-	<p>In addition to the above specifications pertaining to Deluxe Swiss Cottage Tents, it must also have these additional facilities:</p> <ul style="list-style-type: none"> ➤ Luxurious Cottage tents including separate Sitting Lounge & Dining Area with plywood flooring. ➤ Use good quality of curtains & sofas. ➤ Shower curtain in bathrooms. ➤ Bedroom area of 12 x 7 Square Feet ➤ Second Bedroom or Lounge Area of 12 x 7 Square Feet. ➤ 12 x 12 feet Hall in center, where a small dining table can be set. ➤ Bathroom area of 7 x 12 Square Feet (Size can be 6 x 12 also) ➤ Verandah of 6 x 12 Square Feet. 	13
3	Restaurant/ Catering	Agency shall be required to provide Catering/ room services and other basic facilities as per industry norms.	
4	Check-In Counters-	Reception area for activity zone should be branded with details of the activities and small pamphlets for activity information, along with the rates, etc. must be provided at the venue.	

Note:

- i. Carpeting, furniture, 24-hour running hot water, 24-hour power supply, pedestal fan, Telephone systems for internal and external communication (EPABX) to be made available in All Tents & other Guest Service Areas, etc. (conforming to facility of a 3-star accommodation for 100 days) including bedroom (twin bed), attached bathroom (WC toilet), toiletries and decorated front porch).

- ii. Please note, for any type of temporary structures to be developed at site, the agency shall be solely responsible to obtain all necessary approvals from local administration and other relevant departments. Additionally, please note development of any type of permanent structures is not allowed at the subject site.

1.2.6 Adventure Experiences

Agency shall curate, organize and manage various adventure experiences and operate the following activities commercially during the tourism season, i.e. 1st October to 31st March for minimum 100 days.

Adventure Activity Area - Separate area shall be created for the Air, Water and Land Activities by the Agency. It shall be ensured that the Agency meticulously follows all applicable standards and guidelines for safety and security as issued by the Tourism Ministry, Government of India/ ATOAI for all adventure activities. Appropriate measures shall also be taken for smooth overall operation of the activities including allocation of professional, skilled and licensed manpower for operation and management of the adventure area and the activities, (Ticket Counters, Equipment Operation and Maintenance, other operations, etc.)

A. Air Based Activities: -

- I. Parasailing- (Minimum 2 Units)
- II. Hot Air Ballooning - Minimum of 1 Hot Air Balloon with a capacity of minimum 5 people, tethered for minimum 1 hour as per the climatic condition. The Agency must also conduct the Night Glow Concert every evening for 15 minutes during the festival.
- III. Para Motors - (Minimum 4 Unit)

B. Land Based adventure Activities: -

- I. Duo cycling (Minimum 2 Units)
- II. Cycling (Minimum 10 Units)
- III. Trekking - Trekking activity for a group of 20 people every day to be conducted at various Islands or to nearby forest area with the help of professional guides. Agency shall provide complete kits to the groups for trekking.
- IV. Stargazing (Minimum 1 Unit) – Agency shall hire professionals who will organise and conduct night sky gazing activity with provision of standard equipments.
- V. Volleyball - Arrangement of a volleyball court with night playing facility at a suitable area at the venue of Tent City.
- VI. Tug of War - As per standard norms at suitable area in the venue of Tent City.
- VII. Camp Fire - Daily Camp fire to be organised by the Agency with entertainment activities.
- VIII. Golf Cart – 4 Battery operated vehicles to be made available for easy movement of guests inside the Premises.
- IX. Rope course (Minimum 4 kinds with required expert)
- X. All -Terrain Vehicle (ATV) - Minimum 2
- XI. Zip line - 1 activity
- XII. Paint Ball Arena (Minimum 1 Unit)
- XIII. Air gun shooting (Minimum 2 Units)
- XIV. Kids Zone with small activities for kids such as battery-operated cars, bouncing balls and any other activity.
- XV. Indoor Gaming – To provide Pool/Snooker, Video Games, Chess, Table Tennis alleys and any other activity.
- XVI. Bullock Cart Ride (Minimum 2 Units)
- XVII. Camel/Horse Riding (Minimum 4 Units)
- XVIII. Yoga Kendra with instructor (Male &Female) for 50 persons

Note: -

- i Agency shall operate more activities of similar nature in alignment with the activities and innovative ideas defined during the technical presentation. However, the Agency shall be required to inform MPTB for addition of new activities.
- ii All the above-mentioned activities may be provided to the tourists/ guests/ customers on chargeable basis. (Except at the time of Inaugural Event and Stakeholder/Influencer Meet above mentioned adventure activities to be provided free of charge to delegates) The Agency shall levy charges directly on the customers. Ticket Rates of the activities shall also be decided by the Agency.

- iii All permissions and safety measures shall be obtained by the Agency themselves and licenses for all operators and pilots and fitness Certificate of all Gadget/ Equipment shall be the responsibility of the Agency.
- iv Norms for permissions, safety measures for activities as per guidelines issued by different regulatory authorities or by Ministry of Tourism state/ central government such as IRS, ATOAI, etc. to be followed strictly by the Agency at every stage.
- v The Agency shall separately apply for obtaining permission for operating water sports activities as per the State Government Water Tourism policy and all such water activities at Tent City Jetty shall only be managed by Agency.
- vi All safety & security provisions shall be made by the Agency for operation of the entire Tent City venue. Areas entailing Leisure Activities, Arts & Craft Zones, Stalls\Kiosks, Food Zones, Workshops, Rural Tourism excursions, etc. shall be operated with applicable hygiene & food safety standards as defined by relevant regulatory authorities. The Agency shall allocate appropriately skilled and professional manpower for operating and maintaining all the activities/Counters/Tents etc.
- vii In case of unforeseen events/circumstances including severe natural conditions such as heavy rainfall, flooding, heavy wind/rainstorms, wildfires, landslides, or rising water levels, or any other unforeseen events/circumstances that pose(s) a threat to the safety and operation of adventure activities and the tent city or in case a lack of footfall is experienced for any particular activity which leads to non-performance of activities as provided in the RFP, the Agency shall provide a valid justification for such non - performance and obtain written approvals from MPTB for reasonable cause of deficiency in services. If no written approvals are acquired, the deficiency of services shall be treated as the Agency's default and the penalties as defined in the Penalty Clause shall be applicable.
- viii In case of availability of extra land/ island nearby, the venue should be creatively utilized by the bidder for adding value to the tourist experience.
- ix The Agency shall be responsible for any loss, damage, theft or accident at the Tent City and shall indemnify the Authority against any such cases.

1.2.7 Craft and Food Bazaar

- a) Agency shall establish, operate and manage a Craft Bazaar for minimum 100 days with atleast 08 Stalls to exhibit and promote various Arts and Crafts of Madhya Pradesh (i.e., Bagh Print, Bell Metal, Maheshwari saree weaving, Gond Art, etc.). Further, out of the total 8 stalls, 4 stalls shall be finalized by MPTB for the Artisans and Exhibitors.
- b) Agency shall establish, operate and manage Food Street/Bazaar for minimum 100 days with at least 08 Stalls to promote the local Cuisine and Delicacies of Madhya Pradesh. The Food Street/Bazaar should emphasize on history of Cuisine in the local region (Malvi, Niwari, Bundelkhandi). Further, out of the total 8 stalls, 4 stalls shall be finalized by MPTB for the Food Vendors.

1.2.8 Cultural activities

Cultural activities (**local band/live singing/standup comedy/local cultural performance/local folk**) shall be organized daily in the evening during the duration of tent city showcasing MP's culture involving local artists as far as possible **and** with atleast 3 performance of National level Bands shall be organized during the duration of tent city. The cultural show will be organized & managed by the Agency. The name of national level bands performing at the event shall be approved by MPTB.

1.2.9 Workshops

Agency shall organize and conduct at least 5 workshops for the guests & tourists, atleast one workshop per month and the Agency shall arrange subject experts as mentioned below:

- a) Photography Tours & workshop
- b) Naturopathy Workshops
- c) Rural Tourism & Agri Tourism Workshop
- d) Indigenous cooking and craft workshops
- e) Tribal art & Handicraft workshops

Note: Other workshops as proposed by the Agency before the event can be conducted, with prior approval of MPTB

1.2.10 Publicity

Publicity and promotion of the Tent City " outside the venues

- 15 hoardings of 15x10 feet size to be displayed before 15 days of the event till the last day of the event. These shall be installed at the main approach roads in the city, proper display and hoardings at nearest airport, and station (major feeder market cities in neighboring cities).

- 15 folding Standees of 3X6 ft size at major locations in the city.
- One hoarding out of 15 Hoarding will be put up at the entry gate of the event, this Hoarding will display a large Map of M.P with all possible itineraries from Site locations to other places in M.P.

1.2.11 Publicity material

The Agency shall produce creatives for the event in terms of minimum 500 brochures with following specification approved by MPTB:

- 17"x 12" (open)
- 8.4"x12" (closed)
- No of pages – 4
- Multi-color
- Paper 300 GSM or Thicker

1.2.12 Digital Marketing and Promotion

- MPTB shall extend its support to the Agency for marketing of property and adventure event through its website and other publicity mediums.

The Agency shall be responsible for following:

S. No.	Particulars	Deliverables
1	Website creation	<ul style="list-style-type: none"> - The agency shall develop website for booking and promotion of Tent City; after that Agency will have to return it to MPTB. - The Agency shall maintain the website, booking portal for the period of contract and transfer the website, booking portal to MPTB after expiry of agreement or earlier termination of agreement. - The website shall have to be made ready by Agency one month prior to the event start date or within 1 week of departmental approval, whichever happens first. - Website shall contain activity page, gallery, blogs, rooms, booking facility, nearby attractions, and any other section as per the discussion of finalization of website. - Content shall be uploaded on the website on weekly basis, and during the Inaugural event and Stakeholder/Influencer Meet the updates shall be done twice a week on blogs/photos/videos/testimonials/press releases/any other format. - Website shall abide by all the best SEO practices. - Website shall be mobile responsive.
2	Social Media Handles	<p>The Agency shall maintain social media handles with relevant names on Facebook, Instagram, YouTube, Twitter, and any other platform as suggested by MPTB:</p> <ul style="list-style-type: none"> - Posting (FB & IG): Minimum three post/ reels per day and min. 5 stories per day - Twitter: min 10 tweets & retweets per day - YouTube: 2-3 videos per week and 2 YT shorts per day (These deliverables can be revised as per discussion with MPTB social media team 15 days prior to the event) - All the content that will be posted on the social media platforms should be in line with the ongoing trends (music, transitions etc.) - MPT will have the copyright for all the Content created on these handles by the Agency during this tenure. Social media posting time should be in line with the algorithm and analytics of the respective platform. - Relevant hashtags as per the trend and event and mandatory hashtags of MP Tourism should be followed. - Fortnightly review and report submission shall be done by the Agency.

3	ORM	<ul style="list-style-type: none"> - All the ORM queries shall be replied within one hour from 15 days prior to the start date and till the end of Tent City. - All ORM queries posed should be resolved within 2-5 working days (as per the nature of the query with mutual consent with MPTB) - Issues pertaining to damage control and risk management should be resolved within 2-5 working days (as per the nature of the query with mutual consent with MPTB)
4	Content Writing	<ul style="list-style-type: none"> - Agency shall publish 5 blogs, one month before the commencement of Tent City on its website and other relevant social media and digital platforms. - 2 blogs should be published per month on various experiences/activities/any other aspects by the Agency, on their website and other social media and digital platforms during the Tent City (90 Days). - Content should be relevant, engaging, and free from plagiarism and should be of minimum 350 words. - All the published content should abide by the policies of MPTB
5	Paid Social & Digital Media	<ul style="list-style-type: none"> - The paid marketing media plan shall be submitted by the Agency one month prior to the date of commencement of Tent City and only after approval from MPTB the plan would be executed.
6	Influencers	<ul style="list-style-type: none"> - 2 influencers per month with their crew) with minimum following of at least 1,00,000 followers - The hosting of the influencers should spread across evenly throughout the tenure of the Tent City - The influencers and the Agency would be liable to abide by the deliverables decided by MPTB during the event and the influencers must abide by the policies of MPTB - MPTB shall own the copyright for the content created by the influencer during the event. - MPTB shall not be responsible for any payment of the influencers and any mishap with the influencer during the event
7	Press Meet	<ul style="list-style-type: none"> - At least 02 press meets in source market and metro cities.

Part – B

Please note Part B Activities shall only be undertaken by the agency on the instruction of MPTB.

1.2.13 Inaugural Program

Inaugural Program: Agency shall organize an inaugural program for 1 day every year and the costs related to the inaugural program must be borne by the Agency. The inaugural program shall be scheduled before the commencement of Tent City Activities every year. In addition to the activities and infrastructure defined for Tent City the Agency shall provide the below mentioned minimum infrastructure and arrangements for the inaugural event:

1.	<p>Performance Stage admeasuring atleast 3,000 sq. ft (with synthetic matting) and equipped with complete necessary audio & visual equipment (Bass Speaker, Amplifier of adequate watts, Digital Mixer, Cordless Mic, Mic SM, Podium Mic, Mic stand, Active Cross Over Graphic equalizer, etc.).</p> <p>Special effects equipment, large LED screens on both sides of the stage, podiums, sitting arrangements, carpets on passage, inauguration lamp, etc.</p> <p>The Stage shall have adequate load bearing capacity/strength.</p>
2.	Theatre style seating arrangements for approximately 700 visitors. 50 Sofa sets and covers for VIPs with coffee tables/flower vases and Centre Table with Covers & Frill

3.	Working Lunch to be arranged and served for 700 guests on inaugural day with prior approval of menu by MPTB officials (agency shall quote the rate in financial bid per person. However, the number of people may change and the payment shall be made in accordance with the final figure as ascertained during the event)
4.	Drinking Water Arrangements for all Guests
5.	A well curated cultural program of 30-40 minutes showcasing the state's rich cultural heritage

1.2.14 Stakeholder/Influencer Meet

A. Stakeholder/ Influencer Meet: The agency shall be required to organize an Influencer/ Stakeholder Meeting for five days of tent city annually for the period of the contract, i.e., 10 years. The Stakeholder Meet shall aim at bringing together key influencers and other tourism stakeholders (distinct organizations/individuals in terms of Travel & Tourism Fraternity, Photographers, Bloggers, Wildlife Enthusiasts, Investors etc.) who can positively impact the Tent City through their social media presence and audience engagement. The agency shall arrange a buyer – seller/ stakeholder engagement meet for all the involved parties to create opportunities for open discussions and establishing business connections amongst the participants. The list of Stakeholder & Influencers shall be approved by MPTB one month prior to the Event. The Influencer/ Stakeholder Meet shall be organized in the following format by the agency:

Batch No.	Number of Delegates	Composition	Duration
Batch 1	75	<ul style="list-style-type: none"> ➤ 40 Tour Operators & Hotelier ➤ 15 Influencers ➤ 20 Media Professionals 	2 Nights stay
Batch 2	75	<ul style="list-style-type: none"> ➤ 40 Tour Operators & Hotelier ➤ 15 Influencers ➤ 20 Media Professionals 	2 Nights stay

B. Eligibility Criteria of delegates

S. No.	Delegates	Criteria
1.	Travel Agents & Tour Operators (TATOs) & Hoteliers	<ul style="list-style-type: none"> - TATOs dealing in Domestic & Inbound Tourism - Should have been promoting Madhya Pradesh Destinations in their itineraries. - Number of Tourists sent to Madhya Pradesh in the last 5 years should be more than 3,000. (2018-2023) - Should be a member of any National Association (IATO, ADTOI, ATOAI, IATA, TAAI, TAFI etc.)
2.	Travel Blogger, Influencers, Content Creator & Photographers	<ul style="list-style-type: none"> - Should have worked for a minimum 2 Tourism projects. - Should have minimum 25,000 followers on social media platform (Instagram,

		Facebook) - Should have minimum 1000 Subscribers in case of a Youtuber.
3.	Media professional (Mainline newspapers, magazines, Travel Trade Media, TV channels, online platforms, and Web news channels, etc.)	<ul style="list-style-type: none"> - A Media Representative with minimum 5 Years' experience in tourism reporting. - Should have published min. 50 published Articles on Indian Tourism Destinations. - Should be recommended by a Media House with min. Circulation of 50,000 copies annually for print media representative. - Should be attached with min. 3 Media Houses in case of Freelance Journalists.

C. Stakeholder Meet Management and Expenses: The agency will be responsible for organization and management of the Delegate Management service/Stakeholder Meet which will include complete logistics of boarding, lodging, catering (All meals including Breakfast, Lunch & Dinner), and transport of all delegates and tourism stakeholders and the aforementioned activities.

Note: Tented Accommodation will be reserved for VIPs, influencers, tourism stakeholders & social media influencers, etc. for the duration of 5 days (Inaugural Program & Stakeholder Meet)

- Agency shall provide ground Transportation Airport/Railway Station to/from Hotels/Venue for all stakeholders including but not limited to:
 - Between the Venues - The agency will provide shuttle transportation as needed between venues.
 - Hotel Shuttles - The agency will provide shuttle transportation as needed throughout the festival days between the resident hotels and the venues.
 - Local Experience - The agency will provide all transportation for Day activities.

Note:

- The agency shall be responsible for making the necessary travel arrangements for all the delegates and purchasing the air/ rail tickets. Post the event, the agency shall submit all bills/ invoices to MPTB for the travel undertaken by the delegates for reimbursement.
- Agency shall be required to submit a report with list of attendees and the list of activities as per the scope of work along with photographs and videography post conclusion of the Stakeholder Meet.
- The number of total delegates may increase or decrease as per discretion of the authority.
- The financial quote for Part B activities which includes Inaugural Event & Stakeholder Meet shall be submitted by the bidder in Sheet 2 of the BOQ File. The Sheet 2 (Part B Scope of Work) shall not be considered for financial evaluation. Only financial quote of Sheet 1/ Sheet 3 as applicable for Part A activities shall be evaluated.

1.2.16 Completion Report

The Agency Shall:

- a. Submit summary of the Project to MPTB through a report along with good pictorial booklet, 20 copies with minimum 50 pages within 15 days of the conclusion of the Project every year.
- b. The same shall be posted by the Agency to the Delegates, media (mainline and tourism trade), tourism bodies, etc. as per the approved mailing list provided to the MPTB.
- c. 10-minute-high quality film covering the event & 3 Minutes short High Resolution Video Films covering the Tent City and all the activities, etc.
- d. It is mandatory for the Agency to submit 50 high-resolution images for each activity of Tent City along with all the aspects to MPTB.
- e. Post event details of media coverage of the Project by hosted Media and other stakeholders in both hard and soft copies in hard disk within 15 days from the close of the Project each year.
- f. Submit a detailed list of all the participants including delegates, media, officials, and others prominent attendees along with the post event report.
- g. Maintain a public relations unit to interface with and attend to suggestions from the general public, government instrumentalities, media and other agencies.

1.2.17 Total Duration of Service:

The agreement shall be executed for a period of ten years for developing Orchha as a Tourism destination. However, if the performance of the Agency is not found satisfactory, MPTB would be at liberty to rescind the agreement anytime with 1-month prior notice.

Post expiry of the contract period or earlier termination, the selected Agency shall handover the website and all other online and social media platforms and the physical infrastructure of Tent City as per Clause 1.2.2 to MPTB.

1.2.18 Delivery of Possession of Property

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

1.2.19 Commissioning of Project Facilities

- i. The Agency shall ensure that the setup of the Tent City is complete within 45 days of date of signing of concession agreement.
- ii. The Agency will ensure that the project is made operational and opened for tourists within 45 days from the date of signing of agreement.
- iii. In case the Agency fails to commence the operations and open tent city for the tourists within stipulated time mentioned in clause above then it will be treated as an event of default by the Agency, and the Authority shall have the right to rescind the contract and take back possession of the subject site.
- iv. The Agency shall ensure that the operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for
- v. Providing hospitality services are in conformity with the Good Industry Practice

1.2.20 Tax and Other Liabilities

- i. All taxes, fees, statutory dues relating to the project including, but not limited to, Panchayat/Municipality and any other tax shall be borne by the Agency.
- ii. Due to non-payment of taxes or any other liability(ies) by the Agency, if any liability arises on the Authority, then such liabilities shall be recovered by the Authority from the performance security furnished by the Agency.

1.2.21 License/ Permissions/ NOCs

It shall be the responsibility of the Agency to liaison and coordinate with all respective authorities like Police, Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/Entertainment Department, etc. and/or any other Authority to obtain necessary NOC's, permissions, licenses to organize the Project and other activities and submit all NOC and No Dues Certificates before starting the Project every year. MPTB shall offer all possible assistance and coordination to the Agency in this regard.

1.2.22 Other facilities

The Agency shall provide the below mentioned facilities for the duration of Tent City per year for the period of contract:

1. **Information counter:** - Setting up one counter near the tent city for disseminating information about the Tent City and other related information.
2. **Medical Facilities:** - Medical Facilities and first aid arrangements with a doctor on call & attending medical staff shall be made available on site with a well-equipped Ambulance at all times. The Agency shall set up and operate a medical aid post (the "Medical Aid Post") equipped to render first aid and to assist in accessing Emergency medical aid from hospitals in vicinity.
3. **Fire Brigade/Fire Extinguishing system:** - Fire Brigade with a fire extinguishing system with adequate manpower for an emergency shall be stationed at the Tent City and other prominent locations for the duration of the project. Agency shall be responsible for undertaking Fire and Electric audit every 15 days during the course of the Tent City. The Agency shall comply with Applicable Laws including the relevant environmental, health and safety (the "EHS") rules and regulations and life and fire safety Standards (the "L&FS Standards")
4. **Mobile Toilet:** - Agency shall provide atleast 10 mobile toilet facilities for the local public/ visitors of Tent City. At least two mobile toilets should be placed at every 100 - meter distance.
5. **Drinking water Facilities:** - Agency must provide drinking water facilities for the local public.
6. **CCTV** to be installed at all important points throughout the premises including jetty.
7. **Expenses:** All expenses related to arrangements such as food, water, stay, Information Centre, medical facilities, safety and security and waste management and any another cost related to police personnel/local district administration deployed by the district administration during the festival will be borne by the Agency.
Agency shall create a separate Administrative Zone for Police, Medical, Security, Government Staff with facility of 10 Tents for accommodation, along with necessary Food arrangements for maximum of 20 people.

1.2.23 Security & Other Arrangements:

The Agency shall ensure deployment of adequate security personnel along with required safety equipment for the duration of Tent City per year for the period of contract :

1. Round the clock deployment of well-groomed/trained uniformed security guards (Skilled/Semi-skilled) from a reputed security agency inside and outside the venues. A Supervisor shall be appointed to supervise a group of 15 security guards.
2. Installation of sufficient number of CCTV Cameras covering the entire area and round-the-clock monitoring and recordings of CCTV coverage. The Agency shall submit complete recording of the Tent City in DVDs/Pen Drive/ Hard Disk per month to MPTB.
3. Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
4. Men to Men & Women to Women Frisking at all entry points to the venue by the fully equipped security personnel.
5. Other Security arrangements/measures and compliances as per requirement/directive by statutory security agencies like Madhya Pradesh Police, etc. for VIP's security.
6. Agency shall provide full and adequate support to ensure an appropriate level of security for Team, Contractor staff and all associate participants to prevent and/or mitigate known human and health threats. Agency shall provide a security plan. Security and safety of the equipment and tools of Agency are to be installed at their own risk. The security arrangements for the same shall be sole responsibility of the Agency. MPTB shall pay no compensation in case of any loss, damage, theft, or accident.
7. The Agency shall be connected with Walkie-talkies/ modern communication devices. The Agency shall provide round the clock security at the Project Site and prevent, with the assistance of the concerned law enforcement agencies, any encroachments on or unauthorised entry on the Project Site;

1.2.24 Insurance

a. Insurance during Project Period

The Agency shall effect and maintain at its own cost, during the Project Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Agency shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Agency during the Project Period. The Agency shall procure that in each insurance policy, the Authority (MPTB) shall be a co-insured.

b. Insurance Cover

The Agency shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- i. Loss, damage or destruction of the Project Assets, including equipment, building, tented structure, furniture and property, at replacement value;
- ii. Comprehensive third-party liability insurance including injury to or death of persons who may enter the Project Site;
- iii. The Agency's general liability arising out of the Project;
- iv. Liability to third parties for goods or property damage;
- v. Workmen's compensation insurance; and
- vi. Any other insurance that may be necessary to protect the Agency and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (d) above.

c. Notice to the Authority

At the **time of** signing of the Agreement, the Authority may require the Agency to effect and maintain such other insurances as may be necessary pursuant hereto.

d. Evidence of Insurance Cover

All insurances obtained by the Agency shall be maintained with insurers on terms consistent with Good Industry Practice. Within [15 (fifteen)] days of obtaining any insurance cover, the Agency shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least [45 (forty five)] days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Agency to the Authority.

e. Remedy for failure to insure

If the Agency fails to effect and keep in force all insurances which it is required to obtain pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Agency, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Agency.

f. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Agency shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

g. Agency's waiver

The Agency hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Agency may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Agency pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

h. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Agency and it shall notwithstanding anything to the contrary contained in this Agreement, apply such proceeds towards payment of Damages and balance remaining, if any, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement in the Tent City and Project Infrastructure, in accordance with the provisions contained in this behalf in the Financing Agreements.

i. Compliance with conditions of insurance policies

The Agency expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Agency's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

1.2.25 Other Terms & Conditions: -

- (i) MPTB shall make available the land to the Agency for the activities stipulated under this tender. Agency shall be setting up the Tent City and other activities at site, in alignment with the Scope of Work, Technical Presentation (delivered by Agency) and the timelines defined in the RFP. Agency should work in coordination with MPTB (Madhya Pradesh Tourism Board) and MPSTDC (MP State Tourism Dev. Corp. Ltd.)
- (ii) The Agency shall arrange for silent DG Set of sufficient capacity as per total requirement of the tent city.
- (iii) The operations shall be run in the name of "Agency". The Agency will ensure that all activities commence and continue for tourists from 1st day of the event till the last day of the event. In case of any default penalties shall be applicable on the Agency as defined by the Agency.
- (iv) The Agency shall provide necessary number of cottages/tents to MPTB as and when required for organizing any special events/meetings with 30% discount per tent on AP tariff rate as prevailing at the time of booking. Additionally, for adventure activities the Agency will be required to provide 50% discount on the prevailing rates. However, the rent shall be payable for the tents, adventure activities and all required arrangements after submission of the Invoice by the Agency. 15 days prior intimation will be given to Agency before commencement of any event. The aforementioned discount rate (30% discount per tent on AP tariff rate as prevailing at the time of booking and 50% discount rate on the prevailing rates for adventure activities) shall also be applicable during visits of VIPs/ MPTB officials only as approved by the Managing Director, MPTB.
- (v) **Capacity** – The premises of the tent city should be equipped to handle at least 2,000 people per day.
- (vi) **Sustainability and Waste Management**- Successful Agency shall be required to adopt sustainable best practices for the event (water cisterns vs. bottled water, recycle packaging material, no plastics, no straws etc.) making best efforts for Eco-friendly operation of the Tent City. The Agency shall remove promptly from the Project Site waste materials and keep the Project Site in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits, Good Industry Practice and the provisions of this Agreement The Agency shall ensure collection, screening, and segregation of dry and wet garbage in separate areas. The Agency shall also ensure the segregation of bio-degradable, non-biodegradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Agency. Agency shall in no way harm the environment of the place. Agency will have to follow all the guidelines of sustainable tourism and other directives and government policies. Agency must ensure that the Project Site must be a plastic free zone.
- (vii) **Access Control**: The Agency shall provide access control through entry tickets. Different access for each activity shall be provided. Agency shall also provide ID Cards & uniforms for staff working in the event. Agency will deploy the workers having medical certificate along with police verification.
- (viii) **Contractor Staffing**-
 - a. **Primary Contact**. Agency will provide at least one (1) consistent primary contact and one (1) secondary back-up contact for the entire term of this agreement. Agency will provide contact names with details upon signature of the agreement.
 - b. **Secondary Contacts**. Successful Agency will provide all names, phone and email address information for all key contacts associated with the Project, who will perform the duties at the site & assist/help the guests/Visitors.

- (ix) The Agency shall not encumber MPTB Property by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Agency shall not sub-license whole of its rights and obligations in relation to the Project to a single party although he may be allowed to sub-license selected services to another party/person. The Agency shall not raise any kind of finance or funding in the name of Site / Property under any conditions whatsoever. The Agency shall be allowed to use the Property on 'Right-to-use' basis.
- (x) Sole Purpose of the Agency: The Agency shall confine its Project activities only within the specified area provided over to them by MPTB. Thus, any activities of the Project shall not extend beyond the premises of the allocated Tent City area.
- (xi) The Authority shall have the unrestricted right to inspect the premises at all times.
- (xii) The Agency will be terminated if the Agency is found involved in any unlawful and illegal activities whatsoever.
- (xiii) The Agency shall maintain the property in good condition and shall compensate the authority for any damages. If Agency fails to compensate in case of any such damages, the Authority shall be entitled to forfeit the security deposit submitted, to the extent of such damage(s).
- (xiv) **Improvements & Maintenance**
 - a) Any improvements / repairs/ maintenance / installations / modifications/addition etc. done to the existing project facilities / structure, if required, should be done with prior approval of MPTB; based on the following conditions:
 - b) The cost for improvements / repairs/ maintenance/ installations / modifications/addition etc. for the complete facility shall be borne by the Agency. No reimbursements shall be done by the Authority during or after expiry of Project Period for the investments made by the Agency during the Project Period.
- (xv) **Quality Assurance:** The Agency shall install necessary equipment and should ensure they are of good quality. The Agency should furnish quality certificate from competent authority for equipment. All safety certificates with validity should be obtained from the competent authority and should be produced to MPTB monitoring committee.
- (xvi) The operations of tent city including the dining areas, kitchen, stores, and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/regulations/norms as applicable from time to time. The Agency shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSAI, 2006 or any issues arising out of food contamination poisoning and related issues and Agency shall be solely liable to all third- party claims.
- (xvii) The Agency shall have to maintain high standards of cleanliness, hospitality (code of conduct, courtesy and manners) by its staff and shall set high standards of quality of food and hygiene & service standards.
- (xviii) The Agency shall arrange & make payments of electricity and water bills at the Property. MPTB shall ensure that Light and Water connections are active (are in working conditions) and all outstanding dues, before handing over the tent city will be paid by MPTB.
- (xix) The Agency shall deploy adequate number of qualified and experienced technical staff like supervisors, cooks, waiters, attendants, electric engineer, and civil engineer etc. to ensure efficient and prompt of services. All staff members should be provided with uniforms.
- (xx) The Agency must employ adult and skilled laborers only, with an emphasis to deploy the local staff. Employment of child labor shall lead to the termination of the Agreement. The Agency shall engage only such workers, whose antecedents and character have been thoroughly verified and all formalities have been completed. The Agency shall be responsible to obtain all requisite approvals & permissions from the concerned authorities/police be necessary or required under various acts & laws applicable to such establishments.
- (xxi) Agency is allowed to charge market driven rates / tariffs and generate other revenue sources from the facilities.
- (xxii) The Agency should operate the Property on continuous basis throughout the License Period. If the Agency fails to run it accordingly, MPTB shall issue a notice to the Agency and cancel the license and forfeit the Performance Security.

- (xxiii) **Monitoring Committee** - MPTB may form a monitoring committee comprising of representative of MPTB or institution(s) nominated by the MPTB. In order to ensure the proper functioning of the tent city facility, the monitoring committee will have the authority to visit the site periodically with or without prior intimation. The committee also reserves the right to verify and perform quality checking and shall impose appropriate penalty(ies) to ensure that the final deliverables provided by the Agency are as per the prescribed norms and terms and conditions of the tender.
- (xxiv) The Monitoring Committee appointed by MPTB shall have the authority to verify the quality of food and other services specified in the agreement, being provided by the Agency. If the Agency fails to provide the satisfactory services, Agency shall be liable to be penalized and even termination of license.
- (xxv) In case the Agency commits breach of any of the terms and conditions and stipulation contained herein or in the Agreement which are to be observed and performed by the Agency, then MPTB shall issue a notice to rectify the breach or omission of any of the terms and conditions and impose penalties as defined in the RFP. In case of non-compliance on the part of Agency within 07 days of the receipt of such notice, the Agreement may be terminated by MPTB. The Performance Security furnished by the Agency shall be forfeited in such case(s) and blacklist the Agency for any future work floated by the Authority.
- (xxvi) Warranties & Intellectual Property Rights (IPR) -All Intellectual property rights of Brand name, Property name, website created by the Agency for promotion and online booking, or anything developed by the Agency specifically and exclusively for the site and MPTB and based on the information or data owned by MPTB, shall rest with MPTB.
- (xxvii) Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Madhya Pradesh other than the mentioned terms and conditions in the tender and agreement. This will be binding on the Agency.

1.2.26 Bid Parameter:

The bidder can quote either Annual Premium or VGF for the said project. Please note, the Financial Quote in BOQ will be filled as per the below instructions;

1. **Please Fill Sheet 1 of BOQ if you are choosing VGF Option** on the project. (Kindly ensure not to fill Sheet 3 if you have chosen this option)
2. **Please Fill Sheet 2 of BOQ mandatorily** – This sheet covers the costing for Part B Scope of Work and shall not be considered for evaluation. However, it is mandatory for the bidders to quote rate in Sheet 2 of BOQ whether they opt for VGF or for Annual Premium. Additionally, this quote shall only be indicative and may be finalised by MPTB, only if it is decided to execute the work under Part B. MPTB reserves the right to decide per year if activities falling under Part B shall be undertaken by the agency.
3. **Please Fill Sheet 3 of BOQ if you are choosing Premium Option** on the project. (Kindly ensure not to fill Sheet 1 if you have chosen this option)

Highest Annual Premium increasing at a compounding rate of 10% per annum or Lowest VGF decreasing at 10% per annum.

- i In lieu of the development and operational rights at the site, the Agency shall quote an Annual Premium payable to Madhya Pradesh Tourism Board. This Annual Premium shall increase at a compounding rate of 10% per annum. Please note, GST and all applicable taxes shall be payable in addition to the Annual Premium. Alternatively, the agency can also quote Viability Gap Funding (VGF) payable by the Madhya Pradesh Tourism Board. The VGF quoted shall decrease at a rate of 10% per annum.

Example:

In case of Annual Premium: If the bidder quotes Annual Premium, the Annual Premium for the duration of the project shall be paid by the selected operator to the Authority in the following manner:

Year	Annual Premium Payable Per Annum
Year 1 (1 month one month prior to commencement of Tent City)	Annual Premium (AP) quoted by Operator
Year 2	Year 1 AP + (Year 1 AP * 10%) + GST
Year 3	Year 2 AP + (Year 2 AP * 10%) + GST

Year 4	Year 3 AP + (Year 3 AP * 10%) + GST
Year ---	-----
Year ---	-----
Year ---	-----
Year ---	-----
Year ---	-----
Year 10	Year 9 AP + (Year 9 ACF * 10%) + GST

Year	Annual Premium Payable Per Annum
Year 1 (1 month one month prior to commencement of Project)	10,00,000 + GST
Year 2	11,00,000 + GST
Year 3	12,10,000 + GST
Year 4	13,31,000 + GST
Year 5	14,64,100 + GST
Year 6	16,10,510 + GST
Year 7	17,71,561 + GST
Year 8	19,48,717 + GST
Year 9	21,43,588 + GST
Year 10	23,57,947 + GST

In case of VGF: If the bidder quotes VGF, the VGF for the duration of the project will be paid by the Authority to the selected operator in the following manner:

Year	VGF Payable Per Annum
Year 1 (1 month one month prior to commencement of Tent City)	VGF quoted by Operator
Year 2	Year 1 VGF - (Year 1 VGF * 10%)
Year 3	Year 2 VGF - (Year 1 VGF * 10%)
Year 4	Year 3 VGF - (Year 1 VGF * 10%)
Year ---	-----
Year ---	-----
Year ---	-----
Year ---	-----
Year ---	-----
Year 10	Year 9 VGF - (Year 1 VGF * 10%)

Year	VGF Payable Per Annum
Year 1 (1 month one month prior to commencement of Tent City)	10,00,000
Year 2	9,00,000
Year 3	8,00,000
Year 4	7,00,000
Year 5	6,00,000
Year 6	5,00,000

Year 7	4,00,000
Year 8	3,00,000
Year 9	2,00,000
Year 10	1,00,000

Please note that the amount mentioned in the examples above are only for illustration purposes and should not be considered as estimated Annual Premium or VGF for the project.

- a. **Annual Premium:** The Annual Premium is to be paid annually as one month advance, i.e., one month prior to commencement of Tent City as per the amount quoted by the Agency in its Price Bid. If the Agency fails to pay the Annual Premium within the stipulated period the Authority shall have the right to cancel the agreement and forfeit the Bank Guarantee and blacklist the Agency for future work, correspondingly the Agency shall be liable to vacate the Project Site with immediate effect.
- b. **VGF:** The VGF shall be paid by MPTB as per the following Schedule:
 - i. Payment of 20% of the total yearly VGF amount will be made on submission of proof of setting up of tent city in all experiential activities.
 - ii. Payment of 20% of the total yearly VGF amount will be made on successful operation of 30 days of the Project and all other activities upon submission of the occupancy and footfall report of all activities as per clause 1.2.25 (Note) of the RFP to be submitted at the time of submission of invoice.
 - iii. Payment of 20% of the total yearly VGF amount will be made on successful operation of 60 days of the Project and all other activities upon submission of the occupancy and footfall report of all activities as per clause 1.2.25 (Note) of the RFP to be submitted at the time of submission of invoice.
 - iv. Payment of balance 20% of the total yearly VGF amount will be made on successful operation of 100 days of Tent City and all other activities upon submission of the occupancy and footfall report of all activities as per clause 1.2.25 (Note) of the RFP to be submitted at the time of submission of invoice).
 - v. Payment of 20% of the total yearly VGF post submission of Content and Completion Report (Clause 1.2.14) for Tent City

Note: All activities under Part A are mandatory to be undertaken by the selected agency. Please note MPTB has the right to decide per year if activities falling under Part B shall be undertaken by the agency.

1.2.27 Penalty

PENALTIES LEVIED UNDER VGF OPTION

- a. Penalty towards shortfall in the minimum number of Days (100) for operation of Tent City: In the event the Agency fails to operate tent city facility for the specified number of minimum days, i.e., 100 days, a penalty shall be imposed on the Agency in the following manner:

Sl. No.	Number of days Operational	Penalty
1.	85 - 99 days	2% of the VGF
2.	70 - 84 days	5% of the VGF
3.	50 - 69 days	10% of the VGF
4.	Less than 50 days	Termination of contract and forfeiture of Performance Security

- b. **Penalty for operation of Activities**

- i. **Shortfall in the activities operated (Per Activity):** In the event the Agency fails to operate the activities as per the minimum requirements of days defined under the TOR, a penalty will be imposed on the Agency as per the following table below:
Adventure & Other Experiences

Air Activities:

Sl. No.	Scale per Activity	Note
1.	85 - 99 days	1% of the Particular Activity VGF
2.	70 - 84 days	3% of the Particular Activity VGF
3.	50 - 69 days	6% of the Particular Activity VGF
4.	Less than 50 days	9% of the Particular Activity VGF

- **Land & Water Activities/ Craft & Food Bazaar/ Other Activities part of the Stakeholder Program**

Sl. No.	Scale per Activity	Note
1.	85 - 99 days	1% of the Particular Activity VGF
2.	70 - 84 days	3% of the Particular Activity VGF
3.	50 - 69 days	6% of the Particular Activity VGF
4.	Less than 50 days	9% of the Particular Activity VGF

Please note that in addition to the above penalties, the VGF payment of each activity will be paid in proportion to the activity operated only. Example – the VGF quoted by bidder/agency will be for operations of that particular activity for 100 days. For instance, if that activity is operated for 70 Days – Then the VGF given for that activity will be proportionally calculated and paid for only 70 Days.

c. Penalty for Quality Standards

The Agency shall ensure that the tent city complies with the quality standards and stipulations outlined in the scope work and the facility is developed and operated as per the concept plan including quality assurance provided in Technical Presentation of the Agency.

If it is determined that there has been sub-standard development of Tent City and its components (infrastructure, activities, operations, marketing etc) or failure to meet minimum development obligations according to the stipulations outlined in the scope of work, a penalty shall be imposed by the Authority equivalent to maximum 20% of the Annual VGF for the project.

PENALTIES LEVIED UNDER PREMIUM OPTION

- d. Penalty towards shortfall in the minimum number of Days (100) for operation of Tent City: In the event the Agency fails to operate tent city facility for the specified number of minimum days, i.e., 100 days, a penalty shall be imposed on the Agency in the following manner:

Sl. No.	Number of days Operational	Penalty
1.	85 - 99 days	2% of the Performance Security
2.	70 - 84 days	5% of the Performance Security
3.	50 - 69 days	10% of the Performance Security
4.	Less than 50 days	Termination of contract and forfeiture of Performance Security

e. Penalty for operation of Activities

If any shortfall in number of operational days is observed for the particular activity, the penalty shall be levied on performance security as below:

Sl. No.	Number of days Operational	Penalty
1.	50 – 99 days	2% of the Performance Security per activity
2.	Less than 50 days or any activity not deployed at all	3% of the Performance Security per activity

f. Penalty for Quality Standards

The Agency shall ensure that the tent city complies with the quality standards and stipulations outlined in the scope work and the facility is developed and operated as per the concept plan including quality assurance provided in Technical Presentation of the Agency.

If it is determined that there has been sub-standard development of Tent City and its components (infrastructure, activities, operations, marketing etc) or failure to meet minimum development obligations according to the stipulations outlined in the scope of work, a penalty shall be imposed by the Authority equivalent to maximum 20% of the Performance Security for the project.

Note:

- i. In the event the Agency assesses that any of the activities specified in the Scope of Work may not be feasible, they shall propose an alternative for such activity. The Agency shall only be allowed to substitute such activity post approval from MPTB.*
- ii. The Agency should submit the footfall (ticketing details) of all adventure activities per month and the average occupancy report of tent city certified by the chartered accountant. This data should be supported by online booking portal data, invoices for proof of average occupancy and photographs of activities on daily basis.*
- iii. In case of unforeseen events/circumstances including severe natural conditions such as heavy rainfall, flooding, heavy wind/rainstorms, wildfires, landslides, or rising water levels, that pose a threat to the safety and operation of adventure activities and the tent city or in case a lack of footfall is experienced for any particular activity which lead to non-performance of activities as provided in the RFP, the Agency shall provide a valid justification for such non-performance. In case the bidder has quoted VGF per year, then the penalty amount shall be deducted at the time of VGF Payment and in case the bidder has quoted Annual Premium per year, the penalty amount shall be deducted from Performance Security.*
- iv. Non - performance and obtain written approvals from MPTB for reasonable cause of deficiency in services. If no written approvals are acquired, the deficiency of services shall be treated as the Agency's default and the aforementioned penalties shall be applicable.*

1.3. Brief Description of the Selection Process

The Authority has adopted a **Two-Stage Tender cum Auction** bidding process for selection of the bidder for award of the Project. The *first phase* of the evaluation involves Technical Qualification of interested parties (the "**Bidder**"), in accordance with the provisions of this RFP.

After the first phase, the Authority will finalize a list of technically qualified Bidders (bidders securing 75 or more marks in the technical proposal) who will be selected for evaluation in the *Second stage* (The **Financial Proposal Stage**) and financial Bids of only such technically qualified bidders will be opened on a pre-decided date & time.

1.4. Schedule of Bidding Process of Selection of Agency

S. No	Activity	Date and Time
1.	Issue of Bid Documents	13/09/2024
2	Last Date for sending Pre-Bid Queries	21/10/2024 till 12:00 pm
3	2 nd Pre-Bid Meeting	21/10/2024 at 12:00 pm
4	Bid Sale / Submission Start Date	22/10/2024 from 05:00 pm onwards
5	Bid Submission End Date	28/10/2024 till 03:00 pm
6	Opening of Technical Bids	29/10/2024 at 03:00 pm
7	Presentation	To be decided
8	Opening of Financial Bids	To be decided

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 RFP document

The document can be downloaded from the official website of the Authority tourism.mp.gov.in. at a cost of Rs. 5,000 (Five Thousand Rupees Only) plus GST and e-procurement portal charges as applicable to be paid online only through MP E- procurement portal (www.mptenders.gov.in).

2.2 ELIGIBILITY OF BIDDERS

- 2.2.1** To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a bidder shall fulfil the following conditions of eligibility. Bidder(s) must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidder(s) who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2** 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.
- 2.2.3** The bidder should be an entity incorporated/ registered under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008 or a Sole Proprietorship. The bidder must submit a proof of Registration of the legal entity (Certificate of Incorporation, GST registration certificate).
- 2.2.4** The bidder should have been in existence for 5 years in India preceding the proposal due date.
- 2.2.5** The bidder should have at least 10 key personnel particulars and submit their respective CVs for the profiles who will be heading the respective domains of the event management and the branding & promotion thereof.
- 2.2.6** 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 maybe, 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 Concession 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, 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, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional 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, that 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, 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.

2.2.7 Obligations relating to Change in Ownership

The Selected Agency shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. For the avoidance of doubt, it is expressly agreed that the obligation under this Clause shall apply to the Agency only in the event any person, together with its Associates, holds 51% (fifty-one per cent) or more of its paid-up share capital as on the date of submitting the Application in response to the Request for Proposal.

Notwithstanding anything to the contrary contained in this RFP, the Selected Agency agrees and acknowledges that:

- (i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Selected Agency; or
- (ii) Acquisition of any control directly or indirectly of the Board of Directors of the Selected Agency by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Selected Agency, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Selected Agency without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Selected Agency from any liability or obligation under this RFP.

The Agency shall at no time undertake or permit any change in Ownership except in accordance with the provisions of this clause; and that the {existing promoters /selected bidder}, together with {its/their} Associates, hold not less than 51% (fifty-one per cent) of {its/their} issued and paid-up Equity for entire agreement period.

2.2.8 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 Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the

Project, then notwithstanding anything to the contrary contained herein or in the LOA or the 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 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 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.

2.2.9 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

The bidder must have successfully completed at least **One event / festival along with management and operation of minimum 50 tents at one location**, in the field of Tourism for Central Government / State Government with a **project cost** of minimum Rs. 3 Crores during the 5 years preceding the proposal due date. Copies of the Work Order or Completion Certificate or agreement need to be submitted.

OR

The bidder must have successfully completed **at least One event / festival along with management and operation of 50 Tents at one location** for **minimum sixty days** in the field of Tourism for Central Government / State Government on VGF model or any other model during the 5 years preceding the proposal due date. Copies of the Work Order or agreement or Completion Certificate need to be submitted.

OR

The bidder must have operated **at least one 4-star hotel or standard glamping/Luxury tent city or Resort with minimum 50 keys for a minimum of 2 years** during the 5 years preceding the proposal due date.

2.2.10 The bidder shall have an annual average turnover of Rs. **2.50** Crores certified by chartered accountant during last 3 (three) financial years (2021-22, 2022-23 and 2023-24). Copies of Audited Balance Sheet & Turnover Certificate from Chartered Accountant certifying the same needs to be submitted by the bidders.

2.2.11 The Firm shall have a positive Net worth as on 31st March 2024, Net- worth certificate from chartered accountant needs to be enclosed.

2.2.12 The Agency should not have been blacklisted by any Central/ State Government/ Public Sector Undertakings. (Certificate should be submitted)

2.2.13 Consortium or Joint Venture bids shall be allowed, and the terms and conditions of consortium mentioned in **Annexure VII, VIII and IX shall be applicable.**

2.2.14 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium

Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.15 This RFP is not transferable.

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

2.3 General Terms of Bidding

2.3.1 The Authority wishes to receive Bids under this RFP from capable Bidders. 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.

2.3.2 The Bidder shall deposit a **Bid Security of Rs. 5,00,000/- (Rs Five Lakhs)** in accordance with the provisions of this RFP.

2.3.3 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) 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 of Rs 50,00,000/- (Rs **Fifty Lakhs**).

2.3.4 All documents submitted by the Bidder(s) shall be treated as confidential.

2.3.5 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the Bidder(s). Authority also reserves the right not to award or enter into any contract or agreement with any Bidder(s) and may terminate the procurement process at any time without thereby incurring any liability to any Bidder(s).

2.3.6 Failure by any Bidder(s) to provide all the information required in the proposal or any additional information requested by Authority may lead to rejection of the Bidder(s)'s proposal in its entirety.

2.3.7 Bidder(s) have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder(s) or termination of its Contract at any stage.

2.3.8 A recommendation for award of Contract shall be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Bidder ineligible, either indefinitely or for a stated period and will be blacklisted.

2.3.9 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

2.3.10 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

- 2.4.1** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.4.2** Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.4.3** The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.3.13 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.

2.5 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Right to accept and reject any or all bids

- 2.6.1** 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;
- 2.6.2** The Authority reserves the right to reject any Bid if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.6.3** If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4** 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.
- 2.6.5** 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.

2.7 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued by the Authority.

2.8 Clarifications

- 2.8.1** Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail, upto 5 days before the Bid submission. The Authority shall endeavour to respond to the queries within the stipulated time. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2** 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.
- 2.8.3** The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendments/ Modification of RFP

- 2.9.1** At any time prior to the deadline for submission of RFP, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notified through website i.e., tourism.mp.gov.in/ www.mptenders.gov.in.
- 2.9.2** Any Addendum thus issued will be notified through MPTB website i.e., tourism.mp.gov.in/ www.mptenders.gov.in. All such amendments/addendum will become part of the bidding documents.
- 2.9.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.10 Language

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.

2.11 Format & Signing of Bid

- 2.11.1** The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project must submit Technical Bid of the Project along with all relevant required documents and EMD through E Procurement portal only.
- 2.11.2** The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The technical proposal document should be properly page numbered and submitted with a clear table of contents.

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

2.12 Submission & making of Bid

The Bidder shall submit the Bid in two Parts in the respective formats provided for in the Annexures to this RFP as below:

I. Technical Bid

The Technical Bid is to be uploaded to be submitted online only through the website www.mptenders.gov.in. Hard copy of the technical proposal shall be submitted at the MPTB office within 7 days after last date of bid submission date labelled with the RFP name, on the following address:

To,
Managing Director
MPTB(Madhya Pradesh Tourism Board)
Address: 6th Floor, Lily Trade Wing, Jahangirabad , Bhopal Madhya Pradesh, India.
Pin code – 462008

II. Financial Bid:

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

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

2.13 Bid Due Date

- 2.12.1. Bids should be submitted on the Bid Due Date at the address provided in the RFP and online in the manner and form as detailed in this RFP.
- 2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.14 Late Bids

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 Modifications/ Substitution/ Withdrawal of Bids

- 2.14.1. The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the Authority at the address as mentioned in the RFP.
- 2.14.3. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

2.16.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

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

2.19 Earnest Money Deposit

- 2.18.1 The Bidder shall furnish, as part of its Bid, the Earnest Money Deposit (EMD) amount of Rs. 5,00,000/- (Rupees Five Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the Agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.
- 2.18.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 2.18.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 2.18.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority
 - If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice
 - In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - Sign and return the duplicate copy of LOI.
 - Furnish the required Performance Security within the period prescribed there.
 - Sign the Agreement
 - Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.20 Performance Security

2.19.1 The successful Bidder will Deposit Performance Security **Equivalent to 10% of the Annual Premium/ VGF of the first**

year or INR 50,00,000 whichever is higher in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh Tourism Board.

2.19.2 The Performance Security should remain valid for a period of 30 days beyond the completion of the period of contract i.e., for 10 years.

2.19.3 In case the Performance Security amount is decreased due to penalties imposed/ other causes, the Agency shall be required to replenish the amount/ refurnish the fresh Bank Guarantee within 15 days of such reduction.

3. EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

- 3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.
- 3.1.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD, and Tender Fee submitted online.
- 3.1.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.
- 3.1.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if.
 - 3.1.5.1 it is received in as per the formats provided in the RFP
 - 3.1.5.2 it is received by the Bid due date including any extension there of
 - 3.1.5.3 it is duly signed and marked as stipulated in the RFP
 - 3.1.5.4 it is accompanied by EMD as stipulated specified in this RFP
 - 3.1.5.5 it is accompanied by the Power of Attorney as specified in the RFP
 - 3.1.5.6 it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
 - 3.1.5.7 it does not contain any conditions or qualifications, and
 - 3.1.5.8 it is non-responsive thereof.
 - 3.1.5.9 it contains certificates from its statutory auditors in the formats as specified
- 3.1.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.
- 3.1.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.
- 3.1.8 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation.
- 3.1.9 The presentation shall be evaluated based on the following parameters:
 - 3.1.9.1 Execution plan of the project
 - 3.1.9.2 Concept, theme, and design.
 - 3.1.9.3 Effective branding/ Marketing plan of Madhya Pradesh (The way in which Tent City platform will be used to promote as a tourism destination).
 - 3.1.9.4 Creative Ideas for showcasing the culture and Heritage of Madhya Pradesh.
Innovative ideas for value addition in guest's and tourist's festival Experience, or ideas to enhance local community/ resources.

3.2 Short listing of Bidders.

- The Bidder shall be shortlisted based on scoring obtained.
- The minimum qualifying marks shall be 75 out of 100 marks.
- The segregation of marks shall be as follows:

Sl. No	Description	Requirements	Marks
A)	BID EVALUATION		50
1	Sectoral & Financial Capabilities	<p>The bidder should have an annual average turnover of Rs. 2.5 Crores certified by chartered accountant during last 3 financial years (2021-22, 2022-23 and 2023-24). -</p> <ul style="list-style-type: none"> Agency having Average turnover minimum Rs. 2.5 Cr. - 10 marks <p>Additionally, for every additional 1 Cr – 2.5 Marks will be awarded with Maximum of 10 Marks – Example – If Annual Turnover is 5.5 Cr Then – 2.5 Cr will be given 10 Marks and for Additional 3 Cr will be given 7.5 Marks – Thus, total marks will be 17.5 Marks</p>	20
2	Technical Experience	<p>The bidder must have successfully completed at least One event / Festival along with management and operation of minimum 50 Tents at one location, in the field of Tourism for Central Government / State Government with a project cost of minimum Rs. 3 Crores during the 5 years preceding the proposal due date.</p> <p style="text-align: center;">OR</p> <p>The bidder must have successfully completed at least One event / festival along with management and operation of 50 Tents at one location for minimum sixty days in the field of Tourism for Central Government / State Government on VGF model or any other model during the 5 years preceding the proposal due date.</p> <p style="text-align: center;">OR</p> <p>The bidder must have operated at least one 4-star hotel or standard glamping/Luxury tent city or Resort with minimum 50 keys for a minimum of 2 years during the 5 years preceding the proposal due date.</p> <ul style="list-style-type: none"> Minimum 1 Festival/ Hotel/ Tent city/ Resort - 10 Marks Above 1 Festivals/ Hotels/ Tent city/ Resort - 5 Marks for Each Festival/ Hotel/ Tent city/ Resort Up to 20 Marks. <p>Note: Work order or Completion certificate or agreement need to be enclosed</p>	20
3	Years of experience	<p>The bidder should have been in existence for 5 years in India preceding the proposal due date. – No Marks</p> <ul style="list-style-type: none"> Above 5 years - 2 Marks for every additional year up to 10 marks 	10
B)	PRESENTATION		50

1	Technical Approach, Methodology and Presentation	The Bidder(s) shall explain understanding of the objectives of the assignment, the technical approach, and the methodology that would be adopted for implementing the project. The presentation should cover details like project cost (components wise) along with various project milestones. Development of the Master Plan for festival for the MPTB to move forward	10
2	Concept, Design and Branding Strategy for the mandatory components	Concept and Ideas for Identity of the festival and for each individual event with first level designs. Along with master plan for the festival, the Agency must submit the plan for permanent tourism product operated by the Agency along with the festival (other than scope of work) along with the total project cost. Additionally, branding strategy for positioning the state in the best light/ as a worldclass tourism destination	20
3	Innovative ideas for value addition in guest's and tourist's festival Experience, or ideas to enhance local community/ resources.	The Bidder(s) shall propose unique value adding components to the project that enhance the guest and tourist experience. These can be ideas for improving defined events or additional ideas around the overall Tent City. The Agency should submit the marketing plan and tie up with tour operators. (20 marks) NOTE- the presentation submitted by the bidder shall be part of the agreement.	20

- d) The bidders are required to score minimum **75 technical points** (technical marks + presentation) to qualify for opening of financial proposal. Based on the technical assessment, which includes presentation, the financial bids of only the selected agencies which scores the minimum threshold marks in technical qualification will be opened, in the presence of authorized representatives of the agencies.
- e) The financial bid of only those bidders who are shortlisted after technical evaluation shall be opened.
- f) The Agency shall quote the Annual Premium increasing at a compounding rate of 10% per annum or VGF decreasing at 10% per annum payable to the Madhya Pradesh Tourism Board. Please note quotes submitted in Sheet 2 of BOQ for Part B Scope of Work shall not be considered for evaluation purposes.
- g) The ratio of weight towards quality (technical bid) and price (financial bid) shall be 30:70.
- h) The Agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.
- i) **Combined and Final Evaluation:** Combined score (S) (technical score (Ts) plus financial score (Fs) shall be calculated based on Technical and Financial scores of the Bidder as per QCBS system.

The proposal with the Highest Annual Premium increasing @ 10% per annum or Lowest VGF decreasing at 10% per annum (Fm) shall be given financial score (Sf) of 100m points. Please note quotes submitted in Sheet 2 of BOQ for Part B Scope of Work shall not be considered for evaluation purposes.

The financial scores of other proposals should be computed as follows: $Sf = 100 \times Fm/F$

Where F=Highest Annual Premium increasing at a compounding rate of 10% per annum or Lowest VGF decreasing at 10% per annum (as applicable) of financial proposal of other bidders Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score, St = combined technical score, Sf = combined financial score

Tw= weight assigned to technical score i.e., 0.30 Fw= weight assigned to financial score i.e., 0.70

- j) **Selection of Bidder:** The Bidder securing the highest combined score (S) would be the preferred Bidder.
- k) The firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
- l) The final authority lies at the sole discretion with the Managing Director, MPTB.

3.3 Opening of Financial Bids

- 3.3.1 The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfill the qualification criteria as detailed out in the RFP.
- 3.3.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

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

- 3.4.1 MPTB will determine the responsiveness of each Financial Bid in accordance with the price quoted.
- 3.4.2 A substantially responsive Financial Bid is one, which conforms to all the terms, conditions, and specifications of the bidding documents.
- 3.4.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPTB and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.5 Correction of Errors

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

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

3.6 Evaluation and Comparison of Financial Bids

- 3.6.1 In preparing the Financial Proposal (Annual Premium or VGF), Agencies are expected to take into account the requirements and conditions outlined in the RFP document. This Financial Proposal will cover costs / expenses for undertaking work as detailed in the Scope of Work and shared by the selected bidder during Technical Presentation. MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For final evaluation, the Authority will determine whether the financial proposals are complete, correct, and free from any computational errors and indicate correct prices in local currency (Indian Rupee).
- 3.6.2 In evaluating the Financial Bids, MPTB will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.7 Clarification of Bids

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

3.8 Selection & Award Criteria

- 3.8.1 The evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria, and point system specified in the tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the tender.
- 3.8.2 The Authority shall evaluate each technical proposal taking into account the defined criteria in the RFP.
- 3.8.3 The bidders are required to score minimum **75 technical points** (technical marks + presentation) to qualify for opening of financial proposal. Based on technical assessment, which includes presentation, the financial bids of only the selected agencies which score the minimum threshold marks in technical qualification will be opened, in the presence of authorized representatives of the agencies.
- 3.8.4 Combined and Final Evaluation: Combined score (S) (technical score (Ts) plus financial score (Fs)) shall be calculated based on Technical - 30 and financial scores - 70 of the Bidder as per QCBS system.
- 3.8.5 Selection of Bidder: The Bidder securing the highest combined score (S) would be the preferred Bidder.
 - 3.8.5.1 The Authority will notify the selected firm/Agency in writing by registered letter, e- mail etc. After finalization of detailed scope of work, terms & conditions, schedule, , the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
 - 3.8.5.2 The final authority lies at the sole discretion with the Managing Director, MPTB.

3.9 Public Opening & Evaluation of Financial Proposals

After the technical evaluation (quality) is completed, MPTB shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non- responsive.

MPTB shall simultaneously notify the agencies who have secured the minimum qualifying marks, the date, time, and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened publicly in the presence of representatives of the agencies who choose to attend. The name of the agencies, the technical points, and the prices quoted shall be read out by MPTB.

The firm obtaining the highest total score shall be the successful Agency.

4. LETTER OF INTENT

- 4.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Selected Bidder who shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event, if the duplicate copy of the LOI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOI, and the Authority may select the next Agency in the rank provided they match the price as quoted by the previously selected bidder.
- 4.2 After acknowledgement of the LOI the Agency is required to furnish the Performance Security equivalent to 10% of the Annual Premium/ 10% of the VGF for first year or INR 50 Lakhs, whichever is higher which has to be submitted within 15 days from date of issue of LOI, in the prescribed format and execute the Agreement with the Authority. The Agency shall not be entitled to seek any deviation, modification, or amendment in the Agreement.

5. KEY TERMS OF RFP

5.1 Obligations prior to commencement of Work

Prior to commencement of Works, the Selected Agency shall:

- (a) submit to the Authority its detailed design, methodology, quality assurance procedures, and the procurement, engineering, and set-up time schedule for completion of the Project in accordance with the Project Completion Schedule as specified in the presentation made to the Authority during Technical Evaluation.
- (b) appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this RFP; and
- (c) undertake, do, and perform all such acts, deeds and things as may be necessary or required before commencement of set-up of Tent City under and in accordance with this RFP, the Applicable Laws and Applicable Permits.

5.2 Access to the Authority

The Selected Agency hereunder shall always provide the right of access to the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this RFP.

5.3 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Selected Agency shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Selected Agency, initiate and undertake at the Selected Agency's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

5.4 Monthly progress reports

During the Set-up Period, the Selected Agency shall furnish to the Authority a weekly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority.

5.5 Inspection

During the Project Period, the Authority has the right to inspect the Project Facility to identify defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. The Selected Agency shall rectify and remedy the defects or deficiencies. Such inspection by the Authority shall not relieve or absolve the Selected Agency of its obligations and liabilities hereunder in any manner whatsoever.

5.6 Delays during set-up of Tent City

If the Selected Agency does not achieve any of the Project Milestones or the Authority shall have reasonably determined that the rate of progress of the Works is such that the Project Facility is not likely to be completed by the Scheduled Completion Date, it shall notify the Selected Agency to this effect, and the Selected Agency shall, within 15 (fifteen) days of such notice, by a communication inform the Authority in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

5.7 Suspension of unsafe Works

- 5.7.1 Upon recommendation of the Authority to this effect, the Authority may by notice require the Selected Agency to suspend forthwith the whole or any part of the works if, in the reasonable opinion of the Authority, such work threatens the safety of any person or property.

- 5.7.2 The Selected Agency shall, pursuant to the notice suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and affected persons or properties. The Selected Agency may by notice require the Authority to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Authority, the Authority shall either revoke such suspension or instruct the Selected Agency to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.
- 5.7.3 All reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs"), shall be borne by the Selected Agency; provided that if the suspension has occurred as a result of any breach of this RFP by the Authority, the Preservation Costs shall be borne by the Authority.
- 5.7.4 If suspension of Works is for reasons not attributable to the Selected Agency, the Authority shall determine any extension of the dates set forth in the Project Completion Schedule to which the Selected Agency is reasonably entitled and shall notify the Authority accordingly where upon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the Authority. In the event that the Scheduled Completion Date is extended pursuant hereto, the Agreement Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.
- 5.7.5 In the event that the Agency shall have rectified or removed the cause of Suspension within a period not exceeding [90 (ninety)] days from the date of Suspension, the Authority shall revoke the suspension forthwith and restore all rights of the Agency under the Agreement. For avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

5.8 Provisional Certificate

- 5.8.1 The Authority may, at the request of the Selected Agency, issue a provisional certificate of completion if the Project Facility can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Authority and the Selected Agency (the "Punch List").
- 5.8.2 All items in the Punch List, shall be completed or rectified, as the case may be, by the Selected Agency within 15 (fifteen) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure. In the event of failure of the Agency to complete/rectify the items in the Punch List the Authority shall be entitled to recover Damages from the Selected Agency to be calculated and paid for each day of delay until all items are completed at the rate of 0.1% (zero point one per cent) of the Performance Security. Subject to payment of such Damages, the Selected Agency shall be entitled to a further period not exceeding 15 (fifteen) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Authority in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause.
- 5.8.3 Upon completion of all Punch List items, the Authority shall issue the Completion Certificate. Failure of the Selected Agency to complete all the Punch List items within the time set forth for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this RFP.

5.9 Safety, breakdowns, and accidents

The Selected Agency shall ensure safe conditions for the Authority and Users, and in the event of unsafe conditions, damage, breakdowns, and accidents, it shall follow the relevant operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this RFP, Applicable Laws, Applicable Permits and Good Industry Practice.

5.10 De-commissioning due to Emergency

- 5.10.1 If, in the reasonable opinion of the Selected Agency, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Project Facility, the Selected Agency shall be entitled to de-commission and close the whole or any part of the Project Facility for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Selected Agency to the Authority without any delay, and the Selected Agency shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.
- 5.10.2 The Selected Agency shall re-commission the Project Facility or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Selected Agency to re-commission the Project Facility and shall notify the Authority of the same without any delay.
- 5.10.3 Any de-commissioning or closure of any part of the Project Facility and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

5.11 Damages for breach of maintenance obligations

- 5.11.1 In the event that the Selected Agency fails to repair or rectify any defect(s) or deficiency(ies) as required as per maintenance requirements from time to time as per the norms and as per the safety requirements, it shall be deemed to be in breach of this RFP and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at 0.1% (zero point one per cent) of the Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this RFP, including the right of Termination thereof.
- 5.11.2 The Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Selected Agency is otherwise compliant with its obligations hereunder. The Selected Agency shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

5.12 Authority's right to take remedial measures

- 5.12.1 In the event, the Selected Agency does not maintain, repair or rectify any defects and deficiencies in the Project Facility or any part thereof in conformity with the maintenance requirements from time to time as per the norms and the safety requirements and fails to commence remedial works within 15 (fifteen) days of receipt of the Notice on behalf of the Authority or by Authority, as the case may be, the Authority shall, without prejudice to its rights under this RFP including Termination or penalty as deemed appropriate. Additionally, without prejudice to its right to terminate the Agreement, The Authority shall also be entitled to receive a sum equal to 20% (twenty per cent) of Performance Security from the Selected Agency as Damages.
- 5.12.2 The Authority shall have the right, and the Selected Agency hereby expressly grants to the Authority the right, to recover the costs and Damages specified in this Clause.

5.13 Overriding powers of the Authority

- 5.13.1 If in the reasonable opinion of the Authority, the Selected Agency is in material breach of its obligations under this RFP and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to any person or property, the Authority may, without prejudice to any of its rights under this RFP including Termination thereof, by notice require the Selected Agency to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- 5.13.2 In the event that the Selected Agency, upon notice, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Selected Agency to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; and the Authority shall be entitled to recover the expenses so incurred from the Selected Agency along with appropriate Damages..
- 5.13.3 In the event of a national emergency, civil commotion or any other such act, the Authority may take over the performance of any or all the obligations of the Selected Agency to the extent deemed necessary by it, and exercise such control over the Project Facility or give such directions to the Selected Agency as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is also agreed that the Selected Agency shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

5.14 Restoration of loss or damage to the Project Facility

Save and except as otherwise expressly provided in this RFP, in the event that the Project Facility or any part thereof suffers any loss or damage during the Agreement Period from any cause whatsoever, the Selected Agency shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Facility conforms to the provisions of this RFP.

5.15 Modifications to the Project Facility

The Selected Agency shall not carry out any material modifications to the Project Facility save and except where such modifications are necessary for the Project Facility to operate in conformity with the Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Selected Agency shall notify the Authority of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within 15 (fifteen) days of receiving the Selected Agency's proposal. For the avoidance of doubt, if any modification to the Project Facility has a material effect on the safety thereof or the safety of users and other persons, the same shall be subjected to all necessary tests and certification. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws, Good Industry Practice, and the provisions of this RFP.

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5.16 Excuse from performance of obligations

The Selected Agency shall not be considered in breach of its obligations under this RFP if non-availability of the whole or any part of the Project Facility is on account of any of the following for the duration thereof:

- (a) an event of Force Majeure.
- (b) measures taken to ensure the safe use of the Project Facility except when unsafe conditions occurred because of failure of the Selected Agency to perform its obligations under this RFP; or
- (c) compliance with a request from the Authority or the directions of any Government

Instrumentality, the effect of which is to close all or any part of the Project Facility:
Provided, that any such non-availability and particulars thereof shall be notified by the Selected Agency to the Authority without any delay:
Provided further that the Selected Agency shall ensure and procure Availability of all unaffected parts of the Project Facility provided they can be operated safely.

5.17 Safety Requirements

- 5.17.1 The Selected Agency shall comply with the provisions of this RFP, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Project Facility, Users and other persons present in the premises. In particular, the Selected Agency shall develop, implement, and administer a surveillance and safety programme for providing a safe environment on or about the Project Facility.
- 5.17.2 All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Selected Agency.

5.18 Monthly status reports

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

5.19 Quality and Certification

- 5.19.1 The Selected Agency shall, within 6 (six) days from commencement of Project operations, achieve and thereafter maintain throughout the Agreement Period, the applicable ISO certifications, or a substitute thereof for all the facilities at the Project Facility, and shall provide a certified copy thereof to the Authority forthwith.
- 5.19.2 In the event of default in obtaining the certifications, the Selected Agency shall, within 15 (fifteen) days thereof, submit to the Authority an action plan that sets out the actions proposed to be taken by the Selected Agency for rectifying its deficiencies and obtaining such certifications for all facilities of the Project Facility.
- 5.19.3 If the period of default in obtaining the ISO certifications under this Clause shall exceed a continuous period of 1 (one) month, the Selected Agency shall thereafter pay Damages to the Authority in an amount equal to 0.5% (zero point five per cent) of the Performance Security for every 1 (one) month of default beyond the aforesaid period of 1 (one) month.
- 5.19.4 Service Quality Standards –
- (a) The Agency shall procure that all Users in the Project receive quality services in accordance with the provisions of this RFP and Good Industry Practices.
 - (b) The Agency shall procure and ensure that all personnel engaged in the provision of hospitality services including life guards, are suitably qualified and receive sufficient training and instructions in accordance with Good Industry Practice and standards of their relevant professional body, if any, for execution of their duties. The Agency shall regularly supervise and monitor the performance of the personnel to ensure that they comply with this Agreement, Applicable Laws and Good Industry Practice.
 - (c) The Agency shall address to any complaints received by the Users in a prompt and effective manner and take all reasonable efforts to accommodate the requests of the Users.

5.20 Force Majeure

As used in this RFP, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined by the law of land, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this RFP and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party

5.21 Duty to report Force Majeure Event

5.21.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this with evidence in support thereof;
- (b) the estimated duration and effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

5.21.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than [7 (seven)] days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on performance of its obligations under this Agreement.

5.21.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required, and such other information as the other. Party may reasonably request the Affected Party to provide.

5.22 Effect of Force Majeure Event on the Agreement Period

Upon the occurrence of any Force Majeure Event, the period of the agreement shall be extended by a period equal in length to the duration of the Force Majeure Event.

5.23 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this RFP by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, and upon issue of such Termination Notice, this RFP shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

5.24 Compensation for default by the Selected Agency

In the event of the Selected Agency being in material breach or default of this RFP, it shall pay to the

Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable for any material breach or default in respect of which Damages are expressly specified and payable under this RFP or for any consequential losses incurred by the Authority. Compensation payable under this Article shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this RFP including Termination thereof.

5.25 Termination for Selected Agency Default

5.25.1 Subject to Applicable Laws and save as otherwise provided in this RFP, in the event that any of the defaults specified below shall have occurred, and the Selected Agency fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Selected Agency shall be deemed to be in default of this RFP (the “**Selected Agency Default**”), unless the default has occurred solely as a result of any breach of this RFP by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- the Performance Security has been encashed and appropriated in accordance with the provisions of the RFP and the Selected Agency fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days.
- After the replenishment or furnishing of fresh Performance Security, the Selected Agency fails to cure the Selected Agency Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 30 (thirty) days.
- the Selected Agency does not achieve the latest outstanding Project Milestone due in accordance with the presentation made at the time of technical evaluation and continues to be in default for 30 (thirty) days;
- the Selected Agency abandons or manifests intention to abandon the construction/set-up or operation of the Project Facility without the prior written consent of the Authority.
- Project Completion Date does not occur within the period specified.
- the Punch List items have not been completed within the period set forth.
- the Selected Agency is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- the Selected Agency has failed to make any payment to the Authority within the period specified in this RFP;
- upon occurrence of a Financial Default, the Lenders’ Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Selected Agency fails to cure the default within the Cure Period specified hereinabove.
- a breach of any of the Project Agreements by the Selected Agency has caused a Material Adverse Effect.
- the Selected Agency creates any Encumbrance in breach of this RFP.
- the Selected Agency repudiates this RFP or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.
- a Change in Ownership has occurred in breach of the provisions of the RFP.
- there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Selected Agency under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Selected Agency, and such transfer causes a Material Adverse Effect;
- an execution levied on any of the assets of the Selected Agency has caused a Material Adverse Effect;
- the Selected Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Selected Agency or for the whole or material part of its assets that has a material bearing on the Project;
- the Selected Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

- a resolution for winding up of the Selected Agency is passed;
 - any petition for winding up of the Selected Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Selected Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Selected Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Selected Agency under this RFP and the Project Agreements; and provided that:
 - the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this RFP and the Project Agreements;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP and the Project Agreements and has a credit worthiness at least as good as that of the Selected Agency as at the Appointed Date; and
 - each of the Project Agreements remains in full force and effect.
 - the Selected Agency fails to fulfil its obligations
 - any representation or warranty of the Selected Agency herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Selected Agency is at any time hereafter found to be in breach thereof;
 - the Selected Agency submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
 - the Selected Agency has failed to fulfil any obligation, for which failure Termination has been specified in this RFP; or
 - the Selected Agency commits a default in complying with any other provision of this RFP if such default causes or may cause a Material Adverse Effect on the Authority.
- 5.25.2 Without prejudice to any other rights or remedies which the Authority may have under this RFP, upon occurrence of a Selected Agency Default, the Authority shall be entitled to terminate this RFP by issuing a Termination Notice to the Selected Agency; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Selected Agency of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Selected Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of the RFP.

5.26 Termination for Authority Default

- 5.26.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this RFP, the Authority shall be deemed to be in default of this RFP (the "**Authority Default**") unless the default has occurred as a result of any breach of this RFP by the Selected Agency or due to Force Majeure. The defaults referred to herein shall include:
- (a) The Authority commits a material default in complying with any of the provisions of this RFP and such default has a Material Adverse Effect on the Selected Agency;
 - (b) the Authority has failed to hand over the Project Site to the Selected Agency, and the Selected Agency is unable to commence the Project, within the period specified in this RFP; or
 - (c) the Authority repudiates this RFP or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this RFP.
- 5.26.2 Without prejudice to any other right or remedy which the Selected Agency may have under this RFP, upon occurrence of an Authority Default, the Selected Agency shall, , be entitled to terminate this RFP by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Selected Agency shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such

representation, issue the Termination Notice.

5.27 Termination Payment

- 5.27.1 Upon Termination on account of a Selected Agency Default, no Termination Payment shall be due and payable to the Agency by the Authority.
- 5.27.2 Upon Termination on account of a Selected Agency Default, Performance Security shall be forfeited.
- 5.27.3 Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Selected Agency;
- 5.27.4 Upon Termination for Authority Default, the Performance Security shall be returned to the Agency. No Termination Payment shall be due and payable to the Agency by the Authority.
- 5.27.5 The Agency expressly agrees that Termination Payment under this Article shall constitute a full and final settlement of all claims of the Agency on account of Termination of this Agreement for any reason whatsoever and that the Agency or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

5.28 Survival of rights

Notwithstanding anything to the contrary contained in this RFP, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this RFP, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

5.29 General indemnity

- 5.29.1 The Selected Agency shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Selected Agency of any of its obligations under this RFP or any related agreement, or on account of any defect or deficiency in the provision of services by the Selected Agency to the Authority or any User, or from any negligence fraud or wilful misconduct resulting in any harm, loss, damage, bodily injury or sickness to a person or harm, loss or damage to any property, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this RFP on the part of the Authority Indemnified Persons.
- 5.29.2 Without limiting the generality of the preceding Clause the Agency shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - a. failure of the Agency to comply with Applicable Laws and Applicable Permits;
 - b. payment of Taxes required to be made by the Agency in respect of the income or other Taxes of the Contractors, suppliers and representatives;
 - c. non-payment of amounts due as a result of materials or services furnished to the Agency which are payable by the Agency;
 - d. its omissions or acts of fraud, gross negligence and wilful misconduct;
 - e. any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or
 - f. loss of or physical damage to property of the Authority or any third party caused by, arising out of or in connection with the performance of this Agreement
- 5.29.3 Without limiting the generality of the provisions of this clause, the Selected Agency shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and

all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Selected Agency or by the Selected Agency's Contractors in performing the Selected Agency's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Selected Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Facility, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Selected Agency shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Selected Agency is unable to secure such license within a reasonable time, the Selected Agency shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

5.30 DISPUTE RESOLUTION

- 5.30.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably within 30 days and the Parties hereto shall avail the mechanism of the Mediation Act, 2023 and the Rules/Guidelines framed thereunder.
- 5.30.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement amicably, promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.
- 5.30.3 In the event of failure to arrive at an amicable settlement, subject to clause 5.30 herein, the Parties shall submit the dispute for mediation as per the Mediation Act, 2023.

5.31 REDRESSAL OF PUBLIC GRIEVANCES

- 5.31.1 The Selected Agency shall maintain a complaints office at the Project Facility where it shall keep a register (the "Complaint Register") always open to the officials of the Authority and Users for recording of complaints by such persons (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Selected Agency at the Project Facility so as to bring it to the attention of all Users.
- 5.31.2 The Complaint Register shall be securely bound, and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Selected Agency. Immediately after a complaint is registered, the Selected Agency shall give a receipt to the Complainant stating the date and complaint number.
- 5.31.3 Without prejudice to any provisions of the RFP, the Authority may, in consultation with the Selected Agency, specify the procedure for making complaints in electronic form and for responses thereto.
- 5.31.4 The Selected Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Selected Agency to the Complainant under a certificate of posting.

5.31.5 Within 7 (seven) days of the close of each month, the Selected Agency shall send to the Authority and to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Selected Agency to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Selected Agency shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal in accordance with Applicable Law and advise the Complainant to pursue the complaint at his own risk and cost.

5.32 GOVERNING LAW AND JURISDICTION

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

5.33 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within [30 (thirty)] days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to [4% (four per cent)] above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof

5.34 Entire Agreement

This RFP and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this RFP are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Selected Agency arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this RFP and treated as such.

5.35 Severability

If for any reason whatever, any provision of this RFP is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this RFP or otherwise.

5.36 Successors and assigns

This RFP shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5.37 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this RFP shall be in writing and shall:

- (a) in the case of the Selected Agency, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the

Selected Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Selected Agency may from time to time designate by notice to the Authority.

Attention:

{Designation:

Address:

Fax No:

Email:}

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to Managing Director, M. P. Tourism Board, Bhopal, Madhya Pradesh with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Selected Agency; provided that if the Selected Agency does not have an office in----- it may send such notice by facsimile or

e-mail and by registered acknowledgement due, air mail or by courier.

{Address:

Fax No:

Email:}, and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

5.38 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

5.39 Counterparts

This RFP may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this RFP.

ANNEXURE - I - Letter Comprising the Bid

Date:

To,

The Managing Director

Madhya Pradesh Tourism Board, Lily Trade Wing, 6th Floor, Jehangirabad,
Bhopal –462008 Madhya Pradesh, India

Sub: - Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI

Dear Sir,

Being duly bidder to represent and act on behalf of _____

(Hereinafter referred as the "**Bidder**") and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the **Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI**

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

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

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following.

1. The Proposal is being submitted by M/s _____ (name of the bidder, in accordance with conditions stipulated in the RFP)
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event if we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have

had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b) I/ We do not have any conflict of interest in accordance with the RFP document; and

c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered with the Authority or any other public sector enterprise or any government, Central or State; and

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

10. I further certify that regarding the matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.

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

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

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

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

15. I have studied all the Bidding Documents carefully and have also surveyed the project details. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.

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

of the proposed Centers and all the conditions that may affect the Bid.

17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected.
18. I agree and undertake to abide by all the terms and conditions of the RFP document and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 5,00,000 (Five Lakh Rupees Only)** to the authority through MP E-Procurement Portal.
21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

Date: _____ Place: _____

For and on behalf of: (Name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person: Designation:

ANNEXURE - II – Bidder Form

Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI			
Sr. No.	Particulars	Page No.	Remarks/Details
1	Name of Agency/ Bidder(s)		
2	Details about office of Agency:		
	Address:		
	Phone No:		
	Fax:		
	E-Mail ID:		
	Website:		
	Contact person:		
	Mobile No. and contact person:		
3	Details about registered office of Bidder(s) and Contact No.		
4	Status of Bidder(s) [Partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]		
5	Details about Director/Partners List to be attached		
6	Copy of Memorandum to be attached		
7	Total experience of Bidder(s) [No. of years]		
8	Certified copy of the Turnover Agency/ Bidder(s) during last financial three years		
9	P.A.N. No. (Copy to be attached)		
10	Goods and Service Tax (GST) Registration Number (Copy of certificate to be attached)		
11	Concept note		
12	Credentials		
13	Empanelment Tourism department/ board		
14	Details of RFP Fees attached		
15	Details of EMD attached		

Signature & Seal of the Bidder Date:

DECLARATION

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPTB on the basis of the information given by me/us can be treated as invalid by the MPTB and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPTB in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me/ ushered in above and/ or in the accompanying sheets.

Place. Date.
SIGNATURE:

Name & Designation & seal of the
Company:

ANNEXURE - III – Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Date:

To,

The Managing Director

Madhya Pradesh Tourism Board, Lily Trade Wing, 6th Floor, Jehangirabad,
Bhopal –462008 Madhya Pradesh, India

Sub: Bid for “Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

For and on behalf of bidder's signatory

ANNEXURE - IV – Power of Attorney for signing of Bid

Know all men by _____ these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms. (name), _____ son/daughter/wife of _____ and _____ presently residing at _____, who is presently employed with us holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for 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-Applications and other conferences and providing information/ responses to MPTB, representing us in all matters before MPTB, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPTB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorization Agreement with MPTB.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE –
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____ 20**

For _____ (Signature)

(Name, Title and Address)

Witnesses:

1.[Notarized]

2.Accepted (Signature)

(Name, Title, and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

ANNEXURE - V – Experience in Related Activities

Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI

EXPERIENCE IN RELATED ACTIVITIES

S.No.	Event Name/ Hotel (with brief description)	Client Name	Start Date – End Date	Location	Supporting Document Enclosed (Work Order or Completion Certificate or agreement)	Cost Of Project (in INR Crores)	No. of Rooms/ Tents

FOOTNOTE

- a) Separate tables may be provided for the national and international events.
- b) For the purpose of marking, only those events, managed by the EMA for the past three financial years, will be considered which are supported by documentary evidence like copies of agreements or work orders or completion certificates etc. The documents should be duly notarized and submitted along with the above proforma.

Signature & Seal of the Bidder

Date:

ANNEXURE - VI – FINANCIAL BID

**Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management
of Tent City AT ORCHHA, DISTRICT NIWARI**

(To be submitted Online Only)

As Per BOQ

Note:

- In case of discrepancy in figures and words the value quoted in word shall be considered for evaluations purpose.
- the above quote shall be exclusive of applicable GST.

FOR AND ON BEHALF OF _____

SIGNATURE _____

ANNEXURE - VII – Conditions for Consortium

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

1. The Bidder may be a Proprietorship firm /partnership firm/ Company as single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
2. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
3. Combined turnover and net worth for both the members will be considered.
4. Combined technical capability of both the members will be considered.
5. Performance Security is to be submitted by the lead member only.
6. MPTB will do all correspondence with lead member only and agreement shall be execute with the lead member or with the SPV if incorporated.
7. MPTB will make all the payments to lead member only.
8. Number of members in a consortium shall not exceed 2 (TWO);
9. Subject to the provisions of Sl. No. (1) above, the Proposal should contain the information required for each member of the Consortium;
10. 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 annexed, signed by all the other members of the Consortium;
11. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
12. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
13. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
14. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in annexure (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal.
15. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.
16. 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.
17. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.
18. There should be no change in the Consortium structure after the submission of bid. If there are any changes in the Consortium structure by any Bidder, the Authority reserves the right not to consider the change in the

Consortium and to reject such a bid.

19. A Bidder may, within 15 (fifteen) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.
20. No change in Consortium Members shall be allowed for the duration of the Tent City, i.e., 10 years.

ANNEXURE - VIII – Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh Tourism Board (MPTB) (“the Authority”) has invited **“Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI”**, (“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 Proposal 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 at, and 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 bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal 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 Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

1. *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.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

ANNEXURE - IX – Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS,

(A) THE Madhya Pradesh Tourism Board , Bhopal (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) has invited Proposals (the **Proposals**”) by its Request for Proposal No. dated..... **(the “Request for Proposal (RFP) For Selection of an Agency for Development, Operation, Maintenance & Management of Tent City AT ORCHHA, DISTRICT NIWARI” (“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 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 RFP.

Consortium

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

2. 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
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}

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

3. Joint and Several Liability

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

4. 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 Corporation 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 Corporation 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, Development Right, 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.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the 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 MPTB to the Bidder, as the case may be.

6. Miscellaneous

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

6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the MPTB.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)

(Signature)
(Name)

(Designation)
(Address)

(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

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 Corporation to execute this Agreement on behalf of the Consortium Member.

Annexure X -: Project Site Details

Site Map for Tent City



Annexure XII

Draft Agreement

THIS Contract ("Agreement") is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

Madhya Pradesh Tourism Board (FIRST PARTY), a company incorporated under Section 8 of The Companies Act, 2013, having its Registered Office at 6th Floor, Lily Trade Wing, Jahangirabad Bhopal- 462008, Madhya Pradesh having CIN: U75302MP2017NPL043078, herein after referred to as "MPTB/ Authority or First Party (Which expression shall unless excluded by or repugnant to the subject or context thereof include its successors and assigns) of the One part through its authorized signatory Mr.,

AND

....., a Company/firm/proprietorship incorporated under having its registered office at, hereinafter referred to as the " Agency" or SECOND PARTY (which expression shall unless excluded by or repugnant to the subject or context thereof include its successors and assigns) of the OTHER PART through its authorized signatory Mr. , as Director.

Where As:

- A. FIRST PARTY had invited proposals vide RFP Notice No-..... Dated for Selection of Agency for *"DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF TENT AT ORCHHA, DISTRICT NIWARI"*. Madhya Pradesh subject to and on the terms and conditions contained in the RFP document.
- B. After evaluation of the Bids so received, FIRST PARTY had accepted the Bid of "" and issued Letter of Intent No dated, to it and received a confirmation from agency on

NOWHEREFORE, inconsideration of the mutual covenants, promises, assurances, representation MPTB visions set for therein, the Parties here to agree as follows:

- i. In this Contract words and expressions shall have same meanings as are respectively assigned to them in the Conditions of the RFP Notice No-..... Dated referred to.
- ii. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

Sl. No.	Document
i	RFP dated <<***>> issued by MPTB for <i>"DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF TENT CITY AT ORCHHA, DISTRICT NIWARI"</i> along with Schedules and Annexures (hereinafter referred to as the "RFP")
ii	All the subsequently issued corrigendum/ addendum and Pre bid Response
iii	Technical and financial proposal submitted by the successful bidder, along with subsequently issued clarifications furnished by the Successful Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
iv	Letter of Intent (LOI) issued <<date>> to the Successful Bidder

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

1. SCOPE OF PROJECT:

The scope of the Project during the Project Period shall mean and include the following (the “Scope of the Project”):

- a) to develop, operate and maintain the Project on the Project Site in accordance with the provisions of the RFP;
- b) to operate, maintain and manage the Project in accordance with the provisions of this Agreement, all Applicable Laws and adherence to ‘Good Industry Practice’;
- c) to perform and fulfil all other obligations of the Agency in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Agency under this Agreement read with the RFP.
- d) Agency covenants with MPTB to provide the services and to remedy defects therein in conformity with the provisions of the RFP Document and subsequent corrigendum(s) issued, if any.

2. INTERPRETATION:

This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this agreement and other documents and agreements forming part hereof or referred to herein, shall be in the following order:

- a. The RFP Document, annexures, corrigendum, amendments,
- b. This Agreement

In case of ambiguities or discrepancies within any clause of the RFP, the following shall apply:

- c. between two or more Clauses, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses.
- d. between any value written in numerals and that in words, the latter shall prevail.

3. CONDITIONS PRECEDENT:

3.1 The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

- a. Procured for the Agency the Right of Way to the Project Site

3.2 The Conditions Precedent required to be satisfied by the Agency shall be deemed to have been fulfilled when:

- a. The Agency has paid the Success Fee in terms of Article 4.36 of the RFP
- b. Provided the Performance Security to the Authority

4. OBLIGATIONS OF THE AGENCY:

- a) The Agency shall comply with all Applicable Laws including the relevant environmental, health and safety (the “EHS”) rules and regulations and life and fire safety Standards (the “L&FS Standards”) and conditions of all Applicable Permits (including keeping them valid and in force as required) while performing its obligations under the RFP.
- b) Not do or omit to do any act, deed or thing which may in any manner violate any provision of the RFP and this Agreement;
- c) Ensure that the Users are treated with due courtesy and consideration and provided with ready access to services and information;
- d) Timely payment of Annual Premium to the Authority (in case agency quoting Annual Premium has been awarded the project)

- e) Procure and ensure that all equipment and facilities comprising the Project are developed, operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice
- f) Obligations relating to aesthetic quality of the Tent City
 - i The Agency shall maintain a high standard in the appearance and aesthetic quality of the tent city and achieve integration of the city with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements.
- g) Facilities for physically challenged and elderly persons
 - i The Agency shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, GOI or a substitute thereof and any policy issued by the concerned UT Administration/ State Government, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Tent City.
- h) ensuring safe, hygienic and efficient Hospitality Services & all other project activities and maintaining a high standard of cleanliness and hygiene in the Project
- i) undertaking routine maintenance including prompt repairs of all elements and components of the Tent City and Project Infrastructure so as to ensure compliance with the Maintenance Requirements and the Specification and Standards;
- j) providing round the clock security at the Project Site with the assistance of the concerned law enforcement agencies, also responsible for preventing any encroachments on or authorised entry on the Project Site;

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

5.1 The Agency represents, warrants and undertakes to the Authority that:

- a) It is duly organised and validly existing under the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- b) It has full power and authority to execute and perform its obligations under this Agreement and to carry out the necessary activities contemplated hereby;
- c) It has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) The information furnished in the Bid and as updated on or before the Execution Date is true and accurate in all respects as on the Execution Date;
- f) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

- g) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- h) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- i) It shall at no time undertake or permit any Change in Ownership except in accordance with the conditions laid down in the RFP
- j) No representation or warranty given by it contained herein or in any other document furnished by it to the Authority, including the Bid or to any Government Instrumentality in relation to Applicable Permits contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

5.2 Representations, warranties and covenants of the Authority

The Authority represents, warrants and covenants to the Agency that:

- a) It has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- b) It has good, legal and valid right and title to the Project Site and has the power and authority to handover the Project Site to the Agency for the development of the Project in accordance with the provisions of the RFP and this Agreement

6. TERMINATION:

6.1 Termination for Selected Agency Default

6.1.1 Subject to Applicable Laws and save as otherwise provided in this RFP, in the event that any of the defaults specified below shall have occurred, and the Selected Agency fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Selected Agency shall be deemed to be in default of this RFP (the “**Selected Agency Default**”), unless the default has occurred solely as a result of any breach of this RFP by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security has been encased and appropriated in accordance with the provisions of the RFP and the Selected Agency fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days.
- b) After the replenishment or furnishing of fresh Performance Security, the Selected Agency fails to cure the Selected Agency Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 30 (thirty) days.
- c) the Selected Agency does not achieve the latest outstanding Project Milestone due in accordance with the presentation made at the time of technical evaluation and continues to be in default for 30 (thirty) days;
- d) the Selected Agency abandons or manifests intention to abandon the construction/set-up or operation of the Project Facility without the prior written consent of the Authority.

- e) Project Completion Date does not occur within the period specified.
- f) the Punch List items have not been completed within the period set forth.
- g) the Selected Agency is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- h) the Selected Agency has failed to make any payment to the Authority within the period specified in this RFP;
- i) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Selected Agency fails to cure the default within the Cure Period specified hereinabove.
- j) a breach of any of the Project Agreements by the Selected Agency has caused a Material Adverse Effect.
- k) the Selected Agency creates any Encumbrance in breach of this RFP.
- l) the Selected Agency repudiates this RFP or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.
- m) a Change in Ownership has occurred in breach of the provisions of the RFP.
- n) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Selected Agency under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Selected Agency, and such transfer causes a Material Adverse Effect;
- o) an execution levied on any of the assets of the Selected Agency has caused a Material Adverse Effect;
- p) the Selected Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Selected Agency or for the whole or material part of its assets that has a material bearing on the Project;
- q) the Selected Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- r) a resolution for winding up of the Selected Agency is passed;
- s) any petition for winding up of the Selected Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Selected Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Selected Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Selected Agency under this RFP and the Project Agreements; and provided that:
 - the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this RFP and the Project Agreements;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP and the Project Agreements and has a credit worthiness at least as good as that of the Selected Agency as at the Appointed Date; and
 - each of the Project Agreements remains in full force and effect.

- t) the Selected Agency fails to fulfil its obligations
- 1. any representation or warranty of the Selected Agency herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Selected Agency is at any time hereafter found to be in breach thereof;
- 2. the Selected Agency submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- 3. the Selected Agency has failed to fulfil any obligation, for which failure Termination has been specified in this RFP; or
- 4. the Selected Agency commits a default in complying with any other provision of this RFP if such default causes or may cause a Material Adverse Effect on the Authority.

6.1.2 Without prejudice to any other rights or remedies which the Authority may have under this RFP, upon occurrence of a Selected Agency Default, the Authority shall be entitled to terminate this RFP by issuing a Termination Notice to the Selected Agency; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Selected Agency of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Selected Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of the RFP.

6.2 Termination for Authority Default

6.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this RFP, the Authority shall be deemed to be in default of this RFP (the "**Authority Default**") unless the default has occurred as a result of any breach of this RFP by the Selected Agency or due to Force Majeure. The defaults referred to herein shall include:

- (d) The Authority commits a material default in complying with any of the provisions of this RFP and such default has a Material Adverse Effect on the Selected Agency;
- (e) the Authority has failed to hand over the Project Site to the Selected Agency, and the Selected Agency is unable to commence the Project, within the period specified in this RFP; or
- (f) the Authority repudiates this RFP or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this RFP.

6.2.2 Without prejudice to any other right or remedy which the Selected Agency may have under this RFP, upon occurrence of an Authority Default, the Selected Agency shall, be entitled to terminate this RFP by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Selected Agency shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

6.3 Termination Payment

- 6.3.1 Upon Termination on account of a Selected Agency Default, no Termination Payment shall be due and payable to the Agency by the Authority.
- 6.3.2 Upon Termination on account of a Selected Agency Default, Performance Security shall be forfeited.
- 6.3.3 Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Selected Agency;
- 6.3.4 Upon Termination for Authority Default, the Performance Security shall be returned to the Agency. No Termination Payment shall be due and payable to the Agency by the Authority.

6.3.5 The Agency expressly agrees that Termination Payment under this Article shall constitute a full and final settlement of all claims of the Agency on account of Termination of this Agreement for any reason whatsoever and that the Agency or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

7. Survival of rights

Notwithstanding anything to the contrary contained in this RFP, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this RFP, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

8. DISPUTE RESOLUTION

8.1 Amicable Resolution

8.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably within 30 days and the Parties hereto shall avail the mechanism of the Mediation Act, 2023 and the Rules/Guidelines framed thereunder.

8.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

8.2 Dispute Resolution

8.2.1 This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

8.3 Costs associated with Dispute Resolution

8.3.1 The cost incurred on Dispute Resolution shall be borne by the Parties in equal proportions.

8.3.2 Each Party shall bear its own legal fees incurred as a result of any Dispute under this Article

IN WITNESS WHEREOF the parties hereto have signed this Contract on the date and year respectively mentioned against their signature.

Signature on behalf of the <<MPTB>>

(_____)

Name:

Designation:

Signature on behalf of <<Successful Bidder>>

(_____)

Name:

Designation:

DATE:

WITNESSED BY:

Name

Address

Signature

1.

2.