



**Madhya Pradesh Tourism Board**  
**Corporate Identification Number (CIN):**  
**U75302MP2017NPL043078**

**6th Floor, Lily Trade Wing, Jahangirabad, Bhopal**  
**Madhya Pradesh, India. Pin code – 462008**  
**Website: [www.tourism.mp.gov.in](http://www.tourism.mp.gov.in)**

**NIT No.: 4573/MPTBAMARKANTAK/2023**

**SYSTEM NO -2023\_MPTB\_291902**

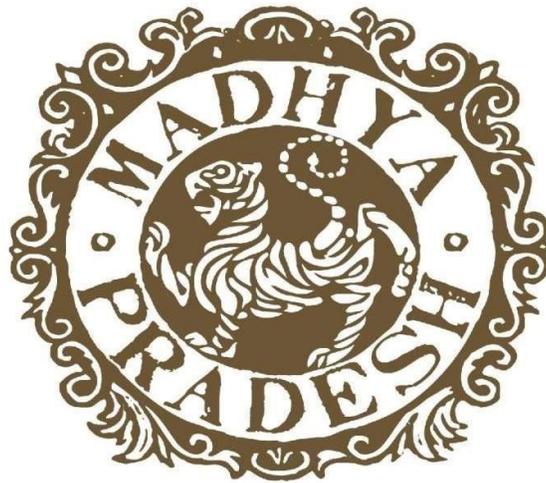
**17<sup>th</sup> July 2023**

**“REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPING  
AMARKANTAK AS A TOURISM DESTINATION OF MADHYA PRADESH FOR 10  
YEARS”**

MPTB invites offers from agencies for Selection of Agency for **“DEVELOPING AMARKANTAK AS A TOURISM DESTINATION OF MADHYA PRADESH FOR 10 YEARS”**. The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> [www.tourism.mp.gov.in](http://www.tourism.mp.gov.in) For any other information contact ... Mob. No.+91-9407057416 or e-mail. at [cs.mptb@mp.gov.in](mailto:cs.mptb@mp.gov.in). Last date and Time for online Purchase and submission is 16<sup>th</sup> August 2023 - 03:00 PM.

**Managing Director**

**Request For Proposal For Selection Of Agency For “Developing AMARKANTAK As A Tourism Destination” Of  
Madhya Pradesh For 10 Years**



The heart of  
**Incredible India**

**Madhya Pradesh Tourism Board,  
Bhopal, India  
2023**

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The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, 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 Applicant 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 Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Data Sheet

S/N	Particulars	Description
1.	Nature of Work	Request For Proposal For Selection Of Agency For “Developing <b>AMARKANTAK</b> As A Tourism Destination” Of Madhya Pradesh For 10 Years
2.	Proposals Invited by	Managing Director, Madhya Pradesh Tourism Board, Government of Madhya Pradesh
3.	Date of issue of RFP document	<b>17/07/2023</b>
4.	Last Date for sending Pre-Bid Queries	<b>26/07/2023 till 05:00 pm</b>
5.	Date of Pre-Bid Meeting (Following social distancing norms)	<b>27/07/2023 at 12:00 p.m. at the Office of Madhya Pradesh Tourism Board, 6th Floor Lily trade wings, Jahangirabad, BHOPAL – 462008.</b>
6.	Start date of Submission of Bids	<b>07/08/2023 from 05:00 pm onwards</b>
7.	Last Date for Submission of Bids	<b>16/08/2023 till 03:00 pm</b>
8.	Date of Opening of PQ cum Technical Bids	<b>17/08/2023 at 03:00 pm</b>
9.	Date of Technical Presentations	<b>To be decided</b>
10.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
11.	Websites for downloading RFP Document, Corrigendum’s, Addendums etc.	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a> , <a href="http://www.tourism.mp.gov.in">www.tourism.mp.gov.in</a>
12.	Cost of RFP Document	<b>Rs. 5,000</b> (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)	<b>Rs. 5,00,000</b> (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 <b>180 days</b> 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	<b>Equivalent to 10 % of the total VGF amount of the first year as quoted or Rs 1 Crore whichever more.</b>
17.	Performance Guarantee validity period	3 Months beyond the contract period.
18.	Method of Selection	Quality- Cost Based Selection The ratio of weight towards quality (technical bid) and NPV (financial bid) shall be 70:30 with minimum qualifying marks for quality of the technical proposal to be 75 (Seventy five) out of maximum 100 (Hundred) as indicated in this RFP. Selection of bidder – the bidder securing the highest combined Score would be preferred bidder.
19.	Contact Person Details	Company Secretary Madhya Pradesh Tourism Board Lily Trade Wing (Old Lily Talkies), 6th Floor, Jehangirabad, BHOPAL- 462008 (INDIA) Contact- 9407057416/0755-2780600 E-mail – <a href="mailto:cs.mptb@mp.gov.in">cs.mptb@mp.gov.in</a>

## 1.0 INTRODUCTION & BACKGROUND

Madhya Pradesh can easily be described as the best state in the nation, in terms of the 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. It has been home to the cultural heritage of Hinduism, Buddhism, Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts, and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers, and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East, and West.

In the last few years, the Government of Madhya Pradesh has initiated 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 has decided to organise events annually at **AMARKANTAK** for 10 years, i.e., for the period 2023-24 to 2032-33.

**Project sites**

<b>Destination</b>	<b>District</b>	<b>Minimum land to be provided by MPTB</b>	<b>Google Coordinate</b>
AMARKANTAK	Anuppur	04 Hectare	22.6764363 81.7722615

- Madhya Pradesh Tourism Board (MPTB) proposes to organize Event (Festival) in **AMARKANTAK** in Madhya Pradesh. The primary objective of this meet is to market and promote Madhya Pradesh as a destination throughout the year. The focus will be on increasing domestic and inbound traffic into the State.
- The events shall be spread over 5 (Five) days and the **agency should operate a minimum of 50 tents in the tent city during the event free of charge for the delegates and operate a minimum of 25 tents and adventure activities commercially for a minimum of 90 days during the tourism season on VGF payment basis i.e., 1<sup>st</sup> October to 31<sup>st</sup> March including event dates and if the agency operates tent city commercially for more than 90 days then the agency should bear the cost for the extra days.**

- The main objective of the event will be to showcase various tourism destination as a completely new & fresh tourism destination offering immense “**HOLISTIC WELLNESS TOURISM**” opportunities to probable partners / investors along with a wide spectrum of fresh experience seeking domestic and inbound who are looking tourists for a location that would offer wholesome package comprising of Wellness, Wildlife, Adventure, History, Heritage and Rural Tourism in one destination.
- Package & showcase **AMARKANTAK** in such ways that create a “DEJAVU” moment from the state of Madhya Pradesh for the tourism industry of India.
- Showcase Destinations as a great investment opportunity for tourism investors.
- Media interactions on the sidelines of the event with Madhya Pradesh Tourism officials to enhance visibility in the national tourism landscape.
- Panel / Group discussions on the sidelines of the event with Madhya Pradesh Tourism officials.
- Exclusive focus on domestic and inbound tourism into Madhya Pradesh to reassure the position of the State as a preferred tourist destination in the world.
- To organize an engaging festival, showcasing **AMARKANTAK** through air, water & land that makes the world, see, touch, smell, taste & hear the true soul of this magical land.
- Community development & involvement – sustaining the efforts made during the festival to engage and interact with the locals, so as 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 Tentative Schedule of event

The detailed schedule and inauguration program shall be finalized in consultation with the successful bidder.

## 1.3 Scope of work

### 1.3.1 Venue:

The Agency Shall be responsible for arrangements of venues at **AMARKANTAK** as per the requirement of the festival.

### 1.3.2 City Décor

The Agency shall decorate various Pit Stops, Venues, and Streets at the Destination to build up ambience as per the flavor of the festival. The Agency shall also undertake street lighting, gates, facades etc. to showcase various tourist destinations of the Place.

### 1.3.3 Cultural activities on stage for five days event.

Cultural activities (National level bands) to be organized in the evening during 5 days of the events at least a one-hour cultural show will be organized & managed by the agency and agency shall quote the rate for live band at point no 2 (entertainment) of the financial bid.

Stage arrangement: A theme-based stage admeasuring approx. 3,000 sq. ft for the inauguration of the iconic festival would be created. The stage must be equipped with complete necessary audio & visual equipment, special effects equipment, 2 large LED screens on both sides of the stage, podiums, sitting arrangements, carpets on passage, inauguration lamp, etc. The Stage shall have adequate load bearing capacity. Theatre style seating arrangements for approximately 500 visitors with seating arrangement of approximately 50 seats with sofa sets for VIPs with coffee tables/flower vase, are required to be arranged.

Apart from above cultural activities (National level bands), the agency should also organized & managed cultural activities (Local folk, tribal artists) for least a one-hour in the evening for a period of minimum 90 days during festival.

#### **1.3.4 Workshops For Five Days Events:**

Agency shall organize and conduct at least one workshop per day for five days and the agency shall arrange subject experts as mentioned below:

- a) Photography Tours & workshop
- b) Naturopathy Workshops
- c) Bio-dynamic farming workshops
- d) Indigenous cooking and craft workshops
- e) Tribal art & culture workshops
- f) Eco–marine workshops
- g) Rural & Agrotourism workshops
- h) Rock Art Tour & workshop

#### **1.3.5 Food Festival for Ninety (90) days Events:**

Agency should make arrangements for a “Food Festival” to Promote the **Native Cuisine and Delicacies** of Madhya Pradesh. The Theme of the food festival will be finalized as Approvedby MPTB. The festival should emphasize on History of Cuisine in the local region.

#### **1.3.6 Craft Bazaar for Ninety (90) days Events**

Agency shall make arrangement of A Craft Bazaar of Min. 15 Stalls to Exhibit and Promote Various Arts and Crafts of Madhya Pradesh. Authority will finalize the Artisans and Exhibitors as Approved. (i.e., Bagh Print, Bell Metal, Maheshwari saree weaving, Gond Art, etc.)

#### **1.3.7 Rural Experiences for Five days Events.**

Agency should make necessary arrangements for visits to nearby villages to promote rural tourism at **AMARKANTAK** of Madhya Pradesh. The visits will be emphasizing on participation of nearby Locals in the Region and Creation of Rural Experiences for Visitors.

**1.3.8 Glamping- Agency should be responsible for making of minimum 50 Luxury tents (including all the necessary arrangements for the stay and meals of delegates in the tent city) free of charge during the event of 5 days and agency should operate minimum 25 tent commercially minimum 90 days on VGF payment basis during tourism season i.e., 1<sup>st</sup> October to 31<sup>st</sup> March including event dates and if agency operate tents commercially more than 90 days then agency should bear the cost for the extra days.**

Items	PARTICULAR
<b>Tented Accommodation Luxury Swiss Cottage Tents</b>	<b>Specification: -</b> <ul style="list-style-type: none"> <li>● It is a double fly ridge tent made from Cotton Canvas Waterproof 450 GSM persquare meter in natural white.</li> <li>● It has Sturdy Metal Poles (socketed) for Compact Packing. Accessories include Iron pegs, pins, Hammer &amp; Ropes or any material better than above.</li> <li>● All tents shall be of normal size (21ft x 25ft) including dressing room, Toilet, and front sitting area with sofa/ good quality wooden chairs</li> <li>● The quality of design, workmanship and service shall be the best for consistent with an international tent facility</li> <li>● Defective, cracked, or torn materials shall not be used</li> <li>● All tents shall be firmly grounded and stable against wind force, and dead loads considering the surrounding environment &amp; wind force &amp; rains</li> <li>● Tents shall be designed and executed considering adverse weather conditions</li> <li>● Joinery and supports should be properly engineered, firm and with good finish</li> <li>● Water flow and pressure should be uniform in toilets of each tent</li> <li>● All Tents shall have good quality furniture, fixtures &amp; fittings.</li> <li>● Fire precaution shall be taken care of</li> <li>● All the furniture should be firm, comfortable, traditional, and as per functional requirements.</li> <li>● Good quality of toiletries and to be provided</li> <li>● Mosquito/insect repellent arrangement.</li> <li>● Security arrangements throughout the tented accommodation.</li> </ul>

**Land- Land for organizing Festival shall be provided by MPTB on right to use basis. However the agency is free to undertake an independent recce and find any other land deemed suitable for erecting tent city as well as organizing the festival. The Agency shall be required to obtain all the necessary approvals for the land so identified by the Agency, MPTB shall facilitates the Agency in getting the approval. In case of such land identified by the Agency, the Agency is also expected to negotiate the rent with landlord, pay accordingly and inform to MPTB.**

### **1.3.9 Adventure Experiences**

Agency should curate, organize and manage various adventure experiences for the delegates free of charge basis during the event for 5 days, and the agency should operate the following activities commercially during the tourism season i.e., 1<sup>st</sup> October to 31<sup>st</sup> march.

Adventure Activity Area- Separate area to be created for daily Air, Water and Land Activities with all high standard safety and security measures for the overall operation of the activity allocating appropriately skilled manpower for operating and maintaining the activity, Ticket Counters etc.

#### **A. The agency should operate the following Air activities for five days event free of charge for the delegates: -**

- I. Parasailing- (Minimum 2 Units)
- II. Hot Air Ballooning- Minimum of 4 Hot Air Balloons Of minimum 5 persons capacity each for 5 days with free flights of minimum of 30 minutes every morning. The agency must also conduct the Night Glow Concert on the 3 days of this festival with min. 2 Hot air Balloons
- III. Para Motor - (Minimum 2 Unit)

#### **B. The agency should operate the following land activities for five days event free of charge for the delegates and operate all land activities commercially minimum 90 days during tourism season i.e., 1st October-31st March:-**

- I. Duo cycling (Minimum 2 Units)
- II. Cycling (Minimum 10 Units)
- III. Trekking (Minimum 1 Expert/Guide)
- IV. Stargazing (Minimum 1 Unit)
- V. Rope course (Minimum 4 kinds/type with required expert)
- VI. Jungle Safari / Safaris (Minimum 4 jeep four-wheel drive with required expert)
- VII. Night jungle walk (Minimum 1 Expert/Guide)
- VIII. All-Terrain Vehicle (ATV)- Minimum 2
- IX. Zip line- 1 activity
- X. Paint Ball Arena (Minimum 1 Unit)
- XI. Air gun shooting (Minimum 2 Units)
- XII. Kids Zone with small activities for kids such as battery-operated cars, bouncing
- XIII. Indoor Gaming- Pool/Snooker, Video Games, Chess, Table Tennis alleys etc.
- XIV. Bullock Cart Ride (Minimum 1Unit)
- XV. Horse Riding (Minimum 4 Units)
- XVI. Camel ride (Minimum 4 Units)
- XVII. Yoga Kendra with instructor

**Note:**

1. Agency can operate more activities of a similar nature at its own cost.
2. All the above-mentioned activities may be enjoyed by the tourists/ guests on a chargeable basis during the tourism season. Ticket Rates for the activities will be decided by the agency. The agency will levy nominal charges directly from the guests and encourage them to participate in maximum no. of activities. Agency can also make attractive packages by combining no. of activities.
3. The Selected Agency should separately apply for operating water sports activities as per the State Government Water Tourism Policy and water activities at tent city jetty should only be managed by the Selected Agency.
4. Norms for permissions, and safety measures for activities as per guidelines issued by different regulatory authorities or by Ministry of Tourism State/ Central Government to be followed strictly by the agency at every stage.

**1.3.10 Delegates:**

The agency shall ensure a minimum of 125 delegates. It may be noted that the numbers indicate distinct organizations/individuals in terms of Travel & Tourism Fraternity, Photographers, Bloggers, Wildlife Enthusiasts, Investors etc., and does not indicate only the number of people participating. The number of delegates may vary up to 10 % and accordingly the charges will be adjusted on pro-rata basis.

- 1 The list of delegates shall be submitted minimum 1 (one) month before the event by the successful bidder to MPTB, for approval in the format to be provided by the MPTB.
- 2 The agency will also be fully responsible for bringing Delegates from across India and ensuring their attendance and their serious participation for the success of this endeavor. Hosting includes travel, lodging & catering (All meals including Break Fast, Lunch & Dinner), boarding, local assistance, transportation, etc.
- 3 The expenses of delegate's management services i.e. complete logistics of boarding, lodging, catering (all meals including Break Fast, Lunch & Dinner), and transport of all foreign and Indian delegates, shall be borne by the agency for the first year and from the second year onwards the agency will bear the VGF amount quoted for these components in the same diminishing ratio as the total VGF amount, balance amount every year from the second year onwards to the fifth year shall be borne by MPTB. Agency shall submit the expense details, bills of the expenses along with the invoice every year for record purpose.

**For example – For 125 Delegates**

- If Agency quoted VGF amount for delegate's management services is Rs. 1.00 Cr for the first year.

- For second year, agency shall bear the expenses for delegates management services after reducing 20 % i.e. Rs 80.00 lakh and balance amount Rs 20.00 lakh to be borne by MPTB
- From the sixth-year onwards the agency shall provide delegate's management services and MPTB shall pay the expenses of the delegates invited by MPTB as per actual expenses detail and bills submitted by the agency.
- The agency shall obtain professional feedback from the participants and the same should be submitted to MPTB along with the compilation of the feedback in the Post-Event Report.

#### **1.3.11 Media Management:**

Participation of minimum of **35 Media Professionals**, a journalist from print, electronic and digital media to be ensured, who have published recent articles in standard magazines/ periodicals. The term media professionals include mainline newspapers, magazines, Travel Trade Media, TV channels, online platforms, and Web news channels.

- 1 The term media professionals mentioned above implies distinct organizations and does not take into account multiple representatives of a single organization.
- 2 The expenses of media management services i.e. complete logistics of boarding, lodging, catering (All meals including Break Fast, Lunch & Dinner), and transport of all media professionals to be borne by the agency for the first year and from the second year onwards the agency will bear the VGF amount quoted for these components in the same diminishing ratio as the total VGF amount, balance amount every year from the second year onwards to the fifth year shall be borne by MPTB. Agency shall submit the expense details bills of the expenses along with invoice every year for record purpose.

#### **For example – For 35 Media professionals**

If Agency quoted VGF amount for Media management services is Rs. 1.00 Cr for the first year.

For the second year, the agency shall bear the expenses for media management services after reducing 20 % i.e. Rs 80.00 lakh and the balance amount of Rs 20.00 lakh to be borne by MPTB.

- From the sixth year onwards the agency shall provide media management services and MPTB shall pay the expenses of the Media professionals invited by MPTB as per actual expenses detail and bills submitted by the agency.
- The fabrication/management of the media lounge/ business center will also be the sole responsibility of the agency.
- Issuing press release of more than 500 words pre & during all days of the event in Hindi

and English language and circulating the same to Local and National media.

- The list of media personnel is to be submitted a minimum of 01 months before the event to MPTB for approval.
- **Note:- 125 delegates and 35 media professionals will be invited in two batches for two nights each i.e. 80 pax per batch.**

#### **1.3.12 TRANSPORTATION**

1. Ground Transportation Airport/Railway Station to/from Hotels/Venue- The agency will provide all transportation (Ac Video Coach shuttle) to/from airport and hotels/venue on defined dates to Delegates and Guests. Dates to include official arrival and departure dates as well as additional arrival and departure dates.
2. Between the Venues- The agency will provide shuttle transportation as needed between venues.
3. Hotel Shuttles- The agency will provide shuttle transportation as needed throughout the festival days between the resident hotels and the venues.
4. Local Experience- The agency will provide all transportation for Day activities.

#### **1.3.13 Other facilities: -**

1. **Information counter:** - Setting up one information counter nearby the tent city for disseminating the festival and other related information for the resident delegates.
  2. **Medical Facilities:** - Medical Facilities and first aid arrangements with a doctor on call & attending medical staff.
  3. **Fire Brigade /Fire Extinguishing system:** - Fire Brigade with a fire extinguishing system with adequate manpower for an emergency should be stationed at the tent city and other prominent locations during all days of the events.
  4. **Mobile Toilet:** - Agency must provide a minimum of 10 mobile toilet facilities for the local public during all days of the festival. At least two mobile toilets should be put up every 100-meter distance.
  5. **Drinking water Facilities:** - Agency must provide drinking water facilities for the local public.
  6. All expenses related to arrangement for police personnel deployed by the district administration during the festival will be borne by the agency.
- All the expenses related to the information centre, medical facilities, safety and security and waste management will be borne by the agency only.

#### **1.3.14 Security & Other Arrangements**

- a) Round the clock deployment of well-groomed/trained uniformed security guards (Skilled/Semi-skilled) from a reputed security agency would be provided for security inside and outside the venues. A Supervisor must supervise the group of every 15-20 security

guards.

- b) Installation of a sufficient number of CCTV Cameras covering the entire area and round-the-clock monitoring and recordings of CCTV coverage. The Event Management Agency shall submit complete recording of the carnival in DVDs within 15 days of completion of the event. The Event Management Agency must ensure that the number and quality of CCTVs shall be compliant to the requirements of security agencies like the Police, SPG etc. Wherever required.
- c) Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
- d) Men to Men & Women to Women Frisking at all entry points to the venue by the fully equipped security personnel.
- e) Availability of First aid facilities and emergency medical facilities including availability of a well-equipped Ambulance during the event.
- f) Availability of all categories of fire-fighting equipment including fully loaded fire engines round the clock as compliance required by the Fire Department.
- g) Other Security arrangements/measures and compliances as per requirement/directive by statutory security agencies like Madhya Pradesh Police, etc. for VIPs security.
- h) The Event Management Agency shall be responsible for all risks associated with the event for the entire duration of the event and for all prior preparation and winding up period with respect to his manpower/contractors/property/material etc. mobilized by him for the event
- i) The Event Management Agency must ensure that all risks associated with organizing the festival for the entire duration of the event and prior preparation and winding up period are insured against perils like fire; damages with respect to participants, their property/material, etc.; public liability carrying any single accident limit of Rs. 50 lakhs; event cancellation loss towards preparation, advance, commitments etc. and all other related risk coverage.

#### **1.3.15 License/ Permissions/ NOCs**

It shall be the responsibility of the Event Management 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 on behalf of Madhya Pradesh Tourism board to organize the festival and submit all NOC and Nodues certificates every year.

### 1.3.16 Publicity

Publicity and promotion of the event outside the venues 15 hoardings of 15X10 feet size for a period of 20 days to be displayed before 15 days of the event to till last day of the event, opening date at main approach roads in the city, proper display and hoardings at Nearest airport, and station. 15 folding Standees of 3X6 fit 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

### 1.3.17 Delegate Kit Bag Distribution

At least one Branded (**Madhya Pradesh Tourism**) Kitbag must be distributed to all participants with basic stationary items, Souvenirs, directory, schedule of the event, by the agency.

### 1.3.18 Publicity material

a). Produce creatives for the event in terms of minimum 500 brochures with following specification approved by MPTB:

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

### 1.3.19 Digital Marketing and Promotion

The agency shall be responsible for following

S.No	Particulars	Deliverables
1	Website creation	<ul style="list-style-type: none"><li>- the agency should develop and maintain the website, booking portal for festival and transfer the website, booking portal to the MPTB after expiry of agreement or earlier termination of agreement</li><li>- Should be ready one month prior to the event start date or within 1 week of department approval whichever happens first.</li><li>- - Website should contain activity page, gallery, blogs,</li></ul>

		<p>rooms, booking facility, nearby attractions and any other section as per the discussion of finalization of website</p> <ul style="list-style-type: none"> <li>- Content should be uploaded on the website on monthly basis, during event all the updates to be done twice a week, post event fortnightly update on blogs/photos/videos/testimonials/press releases/any other format</li> <li>- Website should abide all the best SEO practices</li> <li>- Website should be mobile responsive</li> </ul>
2	Social Media Handles	<ul style="list-style-type: none"> <li>- The agency should create social media handles with relevant names on Facebook, Instagram, YouTube, Twitter and any other platform as suggested by MP Tourism Board</li> <li>- Posting (FB &amp; IG): During the event, minimum three post/ reels per day and min. 5 stories per day</li> <li>- Twitter: min 10 tweets &amp; retweets per day</li> <li>- YouTube: 2-3 videos per week and 2 YT shorts per day</li> </ul> <p style="text-align: center;">(These deliverables can be revised as per discussion with MPTB social media team prior to 15 days of the event)</p> <ul style="list-style-type: none"> <li>- All the content that will be posted on the social media platforms should be in line with the ongoing trends (music, transitions etc.)</li> <li>- MPT will have the copyright for all the Content created on these handles by the agency during this tenure</li> <li>- Social media posting time should be in line with the algorithm and analytics of the respective platform</li> <li>- Relevant hashtags as per the trend and event and mandatory hashtags of MP Tourism should be followed</li> <li>- Fortnightly review and report submission should be done by the agency during the festival time</li> </ul>

3	ORM	<ul style="list-style-type: none"> <li>- All the ORM queries should be replied within one hour from 15 days prior to the event start date and till the end of the event</li> <li>- All ORM queries addressed by MP Tourism and others should be resolved within 2-5 working days (as per the nature of the query with mutual consent with MPTB)</li> <li>- 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)</li> </ul>
4	Content Writing	<ul style="list-style-type: none"> <li>- Agency should be publishing 5 blogs one month before the event on its website and other relevant social media and digital platforms</li> <li>- During the event, 1-2 blogs should be published on various experiences/activities/any other aspects by the agency, on their website and other social media and digital platforms</li> <li>- Post event, atleast one blog per month should be published on the website and other relevant social media and digital platforms</li> <li>- Content should be relevant, engaging and free from plagiarism and should be of min 350 words,</li> <li>- All the published content should abide by the policies of MP Tourism</li> </ul>
5	Paid Social & Digital Media	<ul style="list-style-type: none"> <li>- The paid marketing media plan will be submitted by the agency one month prior to the campaign execution date and after approval from authorities the plan would be executed</li> </ul>
6	Influencers	<ul style="list-style-type: none"> <li>- No. of influencers (during the event:min 10 with their crew &amp; 2 influencers per week with their crew)</li> <li>- The hosting of the influencers should spread across evenly throughout the tenure of the event</li> <li>- The list of influencers along with their travel plan should be submitted to MPTB for approval one month</li> </ul>

		<p>prior to the event date.</p> <ul style="list-style-type: none"> <li>- The influencers and the agency would be liable to abide by the deliverables decided by MPTB during the event and the influencers have to abide by the policies of MP Tourism</li> <li>- MPTB will have the copyright for the content created by the influencer during the event</li> <li>- MP Tourism will not be responsible for any payment of the unapproved influencers and any mishap with the influencer during the event</li> </ul>
7.	Press Meet	<p><b>At least 02 press meet in source market and metro cities.</b></p>

**1.3.20 Inaugural Program** – Agency has to organize inaugural program as per details given by MPTB (to be decided) and all costs related to the inaugural program to be borne the agency.

**1.3.21 Post event Content & Report.**

- a. Submit summary of the event to MPTB through a post event report along with good pictorial booklet, 150 copies with minimum 50 pages within 15 days of the conclusion of the event.
- 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 events.
- d. It is mandatory for the agency to submit 25 high-resolution images for each activity of festival along with all the aspects of festival shall be submitted to MPTB.
- e. Post event details of media coverage of Festival by hosted Media and others in both hard and soft copies within 15 days from the close of the event.
- f. Submit a detailed list of all the participants including delegates, media, officials, and others prominent attendees along with the post event report.

### **1.3.22 Miscellaneous**

**The agency shall also be responsible for the following deliverables:**

- a. To arrange and provide programs followed by dinner for participants.
- b. To make necessary arrangements of Light, Sound, and programs on all Days.
- c. Appoint sufficient staff to give proper response to the Delegates during the event.
- d. Sufficient number of signages to direct various venues at every 200-meter distance.
- e. The supervisory head of the staff placed at the station i.e., Udaipur (Nearest Airport) or Nearest Railway Station should necessarily be a full-time employee of the agency selected from a managerial position only.
- f. Any other non-financial assistance/logistics support whatsoever found feasible by the Department from time to time.
- g All sanctions, permissions, NOC, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the Selected Agency at his cost and the Authority shall assist on a best effort basis such documents shall be kept effective and in force at all material times throughout the operation period.
- h To make all the arrangement for VIPs & officials during the festival.
- i Follow up meetings with selective Travel Trade & Media delegates after one month (virtual Meeting in coordination with MPTB officials)
- j. The agency will make sure that all the Covid protocols issued by Central Government and State Government should be followed.
- k. Any sponsorship sought for the event should have prior approval of the Authority. Decision of the Authority in this regard shall be final.

### **1.3.23 Deliverables required:**

The required output of this project shall be as follows:

- I. The agency should achieve 25 % average occupancy of 90 days in tents in the first year and should increase 5 % average occupancy of 90 days in tents every year from second year up to the fifth year.
- II. The agency should submit the footfall report (ticketing details) of all adventure activities throughout the tourism season every year and should increase 10 % footfall every year in *all adventure activities from* second year up to the fifth year.

Note – the agency has to submit every month the average occupancy report and footfall report certified by the chartered accountant and online booking portal data and invoices for proof of average occupancy.

**1.3.23.1 Digital, Marketing, and promotional activities to be done by the agency during the festival:**

S.No	Platform	No of post	Frequency
1	Facebook Feed	10	Weekly
2	Facebook –stories	8	Weekly
3	Instagram – Feed	10	Weekly
4	Instagram – Stories	8	Weekly
5	YouTube uploads	4	Weekly
6	Twitter	8	Weekly

**1.3.24 Penalty:**

- a. Non-delivery of any of the work mentioned in scope of work will lead to deduction/penalty of 100 % VGF amount on relevant work component.
- b. If 5 % average occupancy of 90 days in tent city does not increase every year from second year to fifth year, then penalty/deduction of 10% VGF amount shall be levied on relevant work component.
- c. If 10 % footfall does not increase every year in *adventure activities*, then penalty/deduction of 20% VGF amount shall be levied on relevant adventure activity.

**1.3.25 Total Duration of Service:**

The agreement shall be executed for a period of ten years for organizing the Festival for the first five years on a VGF payment basis as mentioned below and afterward the agency shall pay an annual premium to MPTB from the sixth year up to the tenth year for organizing the Festival. Thereafter it can be renewed on mutual terms and conditions at the discretion of the MPTB. However, if the performance of the agency is not found satisfactory, MPTB would be at liberty to rescind the agreement with 1-month prior notice.

**1.3.26 Bidding Criteria and Payment Structure**

1. Quality-cum-Least Cost Based Selection (on a pass/fail criteria) with minimum qualifying marks for quality of the technical proposal to be 75 (Seventy five) out of maximum 100 (Hundred) as indicated in this RFP.
2. The technical proposals shall be opened first and evaluated and the offers who are qualifying as per these technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list. Financial proposals shall then opened for only qualified bidder getting minimum 75 marks in technical and responsive offers (Financial bids of other un-responsive bidders shall be returned un-opened) and ranked.

3. The agency shall quote the per unit rate of VGF (Viability Gap Funding) GST extra as applicable for the first year, (valid for the first five years at a diminishing ratio of 20 % every year) and for the term of sixth year to tenth year, agency shall quote the annual premium amount GST extra as applicable (agency shall pay annual premium amount per year as quoted in financial bid). The quoted VGF and the Annual Premium Amount shall be discounted at applicable Wholesale Price Index as on the Bid Due Date to compute the least cost to the Authority
4. The ratio of weight towards quality (technical bid) and NPV (financial bid) shall be 70:30.
5. 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.

The proposal with the lowest NPV (Fm) shall be given financial score (Sf) of 100 points.

The financial scores of other proposals should be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= NPV of financial proposal of other bidders

Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined quality/technical and NPV 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. 0.70

Fw= weight assigned to financial score i.e. 0.30

For Illustration Purpose :-

Bidder	Technical Score	First Year VGF	Annual premium	Qualification
1	80	100,000	80,000	Qualified
2	75	80,000	50,000	Qualified
3	95	50,000	10,000	Qualified

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	NPV (say 10 %)
-100,000	-80000	-60,000	-40,000	-20,000	80,000	80,000	80,000	80,000	80,000	-53540.2
-80,000	-64000	-48,000	-32,000	-16,000	50,000	50,000	50,000	50,000	50,000	-75785.1

-50,000	-48000	-36,000	-24,000	-12,000	20,000	20,000	20,000	20,000	20,000	-88939.1
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Lowest NPV offer for the above illustration shall be the bidder Number 1 (at Rs. - 53540.2) and QCBS calculation as mentioned above.

*Note : NPV shall be computed by discounting the above values @ 10 %.*

NPV = cash value at time period / {1+ Rate(WPI)}^time period

### 1.3.27 VGF Payment

- For first year, Payment of VGF amount of operation of minimum 25 tents and adventure activities will be made to the agency on proportionate basis i.e., number of days of operation of tents and adventure activities.
- Payment of VGF amount will be made to the agency for the first five years as per following schedule:
  - i. Payment of 20% of the total yearly VGF amount will be made on submission of detailed itinerary and concept plan along with confirmations of all artists/key participants and relevant dignitaries/ delegates.
  - ii. Payment of further 20 % of the total yearly VGF amount will be made upon all necessary equipment and infrastructure reaching the destination/ venue (List of equipments /infrastructure activity wise along with photographs to be submitted at the time of submission of invoice).
  - iii. Payment of further 15 % of the total yearly VGF amount will be made upon on successful completion of the inaugural event & starting of all other activities as mention in the scope of work (Inauguration related report, list of attendees, list of media persons and list of activity started as per the scope of work along with photographs to be submitted at the time of submission of invoice).
  - iv. Payment of further 15 % of the total yearly VGF amount will be made upon on successful completion of five days event (complete 5 days event report activity wise as per the scope of work as mentioned in the RFP/Agreement along with photographs to be submitted at the time of submission of invoice).
  - v. Payment of balance 20% of the total yearly VGF amount will be made after receiving completion report of successful operation minimum 25 tents, commercially and adventure activities during the tourism season & Other Deliverables as per Scope of Work (occupancy report of all activities as per clause 1.3.22 of the RFP to be submitted at the time of submission of invoice).
  - vi. Balance 10% of the total yearly VGF amount, shall be transferred to an escrow account every year up to the five years.

### 1.3.28 Escrow Amount

All amounts accrued in the Escrow Account shall be paid to the agency in the following manner:

- i. Payment of 30 % of the Amount accrued in the Escrow account shall be paid to the agency **on Sixth Year** after receiving completion report of successfully completing five days event and successfully operating minimum 25 tents commercially along with adventure activities during the tourism season & Other Deliverables as per Scope of Work.
  - ii. Payment of further 20% of the Amount accrued in the Escrow account shall be paid to the agency **on Seventh Year** after receiving completion report of successfully completing five days event and successfully operating minimum 25 tents commercially along with adventure activities during the tourism season & Other Deliverables as per Scope of Work.
  - iii. Payment of further 20 % of the Amount accrued in the Escrow account shall be paid to the agency **on Eight Year** after receiving completion report of successfully completing five days event and successfully operating minimum 25 tents commercially along with adventure activities during the tourism season & Other Deliverables as per Scope of Work.
  - iv. Payment of further 15 % of the Amount accrued in the Escrow account shall be paid to the agency on Ninth Year after receiving completion report of successfully completing five days event and successfully operating minimum 25 tents commercially along with adventure activities during the tourism season & Other Deliverables as per Scope of Work.
  - v. Payment of balance 15 % of the Amount accrued in the Escrow account shall be paid to the agency on Tenth Year after receiving completion report of successfully completing five days event and successfully operating minimum 25 tents commercially along with adventure activities during the tourism season & Other Deliverables as per Scope of Work.
- Payment will be made only for the activities for which work order was issued & activities completed satisfactorily.
  - If scope of work is altered with mutual consent, then payment shall be made in proportion of bid value.
  - Agency shall submit the detailed invoices every year of the work completed along with credit/debit notes in addition to supporting documents of such invoices.
  - Premium has to be paid by the agency from the sixth year

The total annual premium is to be paid annually in advance before one week of event start date from the sixth year and shall be 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 will have right to cancel the agreement and forfeit the Bank Guarantee and all amount escrow account and blacklist the agency for future work, correspondingly the agency shall

be liable to vacate the premise with immediate effect.

### **1.3.29 Terms & Conditions for organizing Festival**

- (1) All other infrastructure support like ticketing counter, power supply and various permissions shall be arranged by agency. Any activity/activities requiring permanent set up or infrastructure in the festival area shall not be permitted.
- (2) Check-In Counters- Reception area for activity zone should be branded with details of the activities and small pamphlets for activity info, rates etc. must be provided at the venue.
- (3) Capacity- It is expected that on an average 500 - 1000 people will reach per day at the site during the event with weekends seeing a substantial hike in these numbers.
- (4) Sustainability- Successful bidder will adopt sustainable best practices for the event (water cisterns vs. bottled water, recycle packaging material, no plastics, no straws etc.) making best efforts for Eco-friendly operation of the festival”.
- (5) The agency shall provide access control through entry tickets. Different access for each activity. 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.
- (6) Website: The agency has to create a website for publicity, promotion and online booking of tent city and adventure activity.
- (7) Support by MPTB during “festival”- MPTB shall extend its support to the agency for marketing of property and adventure event through its website and other publicity mediums.
- (8) The equipment, building, tented structure, furniture, and property shall be insured against natural and non -natural hazards/perils like fire, rioting, other possible losses, and the insurance policy be taken in the joint names of the agency and the MPTB and the insurance premium will be borne by the agency.
- (9) The Agency shall be responsible to take public liability insurance for the tourists/guests as well as operating staff and other technical staff and the copy of the same shall have to be deposited to MPTB before starting the operation. MPTB shall not be responsible in the event of any mishap or unforeseen event/accident during operation of tent city and activities within premises.
- (10) The agency shall install necessary equipment’s and should ensure they are of good quality. The agency should furnish quality certificate from competent authority for

equipment's. All safety certificates with validity should be obtained from the competent authority and should be produced to MPTB monitoring committee.

- (11) The agency will be terminated if the agency is found involved in any unlawful and illegal activities in the premises or around.
- (12) The agency should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other Industrial legislations without fail.
- (13) The agency shall maintain the property in good condition and shall compensate the authority for any damages. If agency fails to compensate in such case the Authority will forfeit the security deposit submitted.
- (14) Agency will have to make tent city operational and operate adventure activities for tourism season i.e., October to march. If Agency fails to do so then the authority shall issue a notice to the Agency and if the Agency fails to resume operations even after one week on receipt of the notice, the MPTB shall terminate the agreement.
- (15) The operations of tents 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 FSSA, 2006 or any issues arising out of food contamination poisoning and related issues and Agency shall be solely liable to all third-party claims.
- (16) The Agency shall arrange & make payments of electricity and water bills at the Property.
- (17) 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.
- (18) The agency will provide tents to MPTB as and when required for organizing any special event on mutually agreed tariff however rent shall be payable for the tents and all required arrangements after completion of the event. 15 days prior intimation will be given to agency before commencement of any event.
- (19) The Agency shall ensure collection, screening, and segregation of dry and wet garbage area. The Agency shall also ensure the segregation of bio-degradable, non-bi degradable 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 premise must be plastic free zone

- (20) The Event Management Agency must identify all risks associated with the planning and delivery of the services for the Iconic Tourism Festival and shall have ready strategies to mitigate such risks.
- (21) The Event Management agency shall provide such other service and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time.
- (22) The Scope of Services specified in the above Paragraphs are not exhaustive and the event management agency shall undertake such other tasks as may be necessary to appraise the make the Iconic Tourism Festival more successful. Government for the COVID-19 should be followed during the festival.
- (23) Tax and Other Liabilities arising out of Operation
- (i) All taxes, fees, statutory dues relating to the property including but not limited to, Panchayat/Municipality and any other tax shall be borne by the Agency.
  - (ii) Due to non-payment of taxes or any other liability by the agency, if any liability arises on the MPTB then such liabilities shall be recovered from the performance security in terms of clause of this RFP.
1. Monitoring Committee- MPTB may form a monitoring committee comprising of representative of MPTB or institution nominated by the MPTB. The committee reserves the right to verify and perform quality checking and may impose the penalty to ensure that the final deliverables provided by the Agency are as per the prescribed norms and terms and conditions of the tender.
  2. In case the Agency commits breach of any of the terms and conditions and stipulation herein contained 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 in case of noncompliance on the part of Agency within 07 days of the receipt of such notice, the Agreement may be terminated by MPTB. Bank Guarantee and all amount escrow account forfeited in such case and blacklist the agency for future work.
  3. Warranties & Intellectual Property Rights (IPR) -  
  
Intellectual property right 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.

#### 1.4 BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a **Single-Stage**, 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 and eligible for evaluation in the *Second stage* (The **Financial Proposal Stage**) and then only financial Bids of whom will be opened on a pre-decided date & time.

- a) The ratio of weight towards quality (technical bid) and NPV (financial bid) shall be 70:30.

Selection of bidder – the bidder securing the highest combined Score would be preferred bidder.

#### 1.5 Schedule of Bidding Process of Selection of Agency

S.No	Activity	Date and Time
1.	Issue of Bid Documents	17/07/2023
2	Last Date for sending Pre-Bid Queries	26/07/2023 till 05:00 pm
3	Pre-Bid Meeting	27/07/2023 at 12:00 pm
4	Bid Sale / Submission Start Date	07/08/2023 from 05:00 pm onwards
5	Bid Submission End Date	16/08/2023 till 03:00 pm
6	Opening of Technical Bids	17/08/2023 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](http://tourism.mp.gov.in). Cost of RFP document to be paid: Yes, Rs. 5,000 (Five Thousand Only) plus GST as applicable plus e procurement portal charges as applicable to be paid online only through MP E- procurement portal ([www.mptenders.gov.in](http://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.

Applicants must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 **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).**

2.2.3 The Bidder must be existing into the business of Event Management for more than Five Years preceding the proposal due date.

2.2.4 The bidder should have at least 5 personnel particulars in the form of CVs regarding the team leader and core team of at least 5 key personnel (who will be heading the respective domains of the event management and the branding&promotion).

2.2.5 The bidder must have successfully completed **at least TWO events / festivals along with manage and operate minimum 50 tents, 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 / Completion Certificate need to be submitted.

**OR**

The bidder must have successfully completed **at least Two events / festivals along with manage and operate 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 / Completion Certificate need to be submitted.

## **OR**

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

- 2.2.6 The bidder shall have an annual average turnover of Rs. 10 Crores certified by chartered accountant during last 3 (three) financial years (2019-20, 2021-22 and 2022-23). Financial year 2020-21 shall not be considered due to Covid19. Copies of Audited Balance Sheet & Turnover Certificate from Chartered Accountant certifying the same need to be enclosed.
- 2.2.7 The Firm shall have net worth of Rs 5 crore & above as on 31st March 2023, Net-worth certificate from chartered accountant needs to be enclosed.
- 2.2.8 The Agency should not have been blacklisted by any Central/ State Government/ Public Sector Undertakings. (Certificate should be submitted)
- 2.2.9 Consortium or Joint Venture bids shall be allowed and the terms and conditions of consortium mentioned in annexure VII, VIII and IX.

### **2.3 General Terms of Bidding**

- 2.3.1 All documents submitted by the Applicant(s) will be treated as confidential.
- 2.3.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 2.3.3 Failure by any Applicant(s) to provide all the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 2.3.4 Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 2.3.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 2.3.6 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.

- 2.3.7 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 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.

## **2.5 Right to accept and to reject any or all bids**

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

## **2.6 Contents of the RFP**

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

## **2.7 Clarifications**

Agency may request a clarification on any of the bid documents up to 5 days before the submission date of the Proposal. Any request for clarification must be sent in writing by paper-mail (through Courier), or electronic mail to Madhya Pradesh Tourism Board. at the address indicated in the Data Sheet. MPTB will respond through website and notify the clarifications thereon at any time at least 3 days before the submission of Proposals. After this no request for clarification shall be accepted and no clarifications shall be issued by MPTB. The MPTB may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e., [tourism.mp.gov.in](http://tourism.mp.gov.in) and will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

## **2.8 Amendments Modification of RFP**

- 2.8.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e., tourism.mp.gov.in.
- 2.8.2 Any Addendum thus issued will be notified through MPTB website i.e., tourism.mp.gov.in All such amendments/addendum will become part of the bidding document.
- 2.8.3 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.

## **2.9 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.

## **2.10 Format & signing of Bid**

- 2.10.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through E Procurement portal only.
- 2.10.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 2.10.3 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.

## **2.11 Submission & marking of Bid**

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

### **I: Technical Bid**

The Technical Bid is to be uploaded to be submitted online only through the website [www.mptenders.gov.in](http://www.mptenders.gov.in)

### **II. Financial Bid:**

The Financial Bid is to be submitted online only through the website [www.mptenders.gov.in](http://www.mptenders.gov.in)

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

## **2.12 Bid Due Date**

- 2.12.1. Bids should be submitted on the Bid Due Date at the address provided in the RFP 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.

## **2.13 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.

## **2.14 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.

## **2.15 Rejection of Bids**

2.15.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.15.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.16 Validity of Bids**

2.16.1 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**

2.17.1. 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.

## **2.18 Correspondence with the Bidder**

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

## **2.19 Earnest Money Deposit**

2.19.1. 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 2<sup>nd</sup> ranked bidders. EMD of the 2<sup>nd</sup> 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.

- 2.19.2. Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 2.19.3. The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 2.19.4. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority
  - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
  - c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice
  - d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
    - i) Sign and return the duplicate copy of LOI
    - ii) Furnish the required Performance Security within the period prescribed there
    - iii) Sign the Agreement
  - e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

## **2.20 Performance Security**

- 2.20.1. The successful Bidder will Deposit Performance Security **Equivalent to 10% of the total VGF amount of the first year as quoted or Rs 1 Crore whichever more for each locations awarded**, 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.
- 2.20.2. 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.

## **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 (i) 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.
  - a) it is received in as per the formats provided in the RFP
  - b) it is received by the Bid due date including any extension there of
  - c) it is duly signed and marked as stipulated in the RFP
  - d) it is accompanied by EMD as stipulated specified in this RFP
  - e) it is accompanied by the Power of Attorney as specified in the RFP
  - f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
  - g) it does not contain any conditions or qualifications, and
  - h) it is non-responsive thereof
  - i) 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, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.
- 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:
  - a) Execution plan of the project

- b) Concept, theme, and design.
- c) Effective branding/ Marketing plan of Madhya Pradesh (The way in which Festival's platform will be used to promote as a tourism destination).
- d) Creative Ideas for Showcasing the culture and Heritage of Madhya Pradesh.
- e) Value additions to Festival for enhancement of tourism sector in Madhya Pradesh.

### 3.2 Short listing of Bidders.

- a) The Bidder shall be shortlisted on the basis of scoring obtained.
- b) The minimum qualifying marks shall be 75 out of 100 marks.
- c) The segregation of marks shall be as follows:

S.NO	Description	Requirement	Marks
A	<b>Bid Evaluation</b>		<b>50</b>
1	Sectoral & Financial Capabilities	<p>The bidder should have an annual average turnover of Rs. 10.00 Crores certified by chartered accountant during last 3 financial years (2019-20, 2021-22 and 2022-23). Financial year 2020-21 shall not be considered due to Covid19.</p> <p>Agency having Average turnover above Rs. 10.00 Cr. Upto Rs. 12.50 Cr – 5 marks</p> <p>Agency having Average turnover above Rs.12.50 Cr. Upto Rs. 15.00 Cr – 10 marks</p> <p>Agency having Average turnover above Rs. 15.00 Cr. Upto Rs. 17.50 Cr – 15 marks</p> <p>Agency having Average turnover above Rs. 17.50 Cr. Upto Rs. 20.00 Cr – 20 marks</p>	20
		<p>The bidder must have successfully completed at least Two events / Festivals along with manage and operate minimum 50 tents, 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;"><b>OR</b></p> <p>The bidder must have successfully completed at least Two events / festivals along with manage and operate 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;"><b>OR</b></p> <p>The bidder must be operating <b>at least one 4-star hotel or standard glamping/Luxury tent city or Resort</b> with minimum <b>50 keys</b> during the 5 years preceding the proposal due date.</p>	20

		<p><b>Minimum 2 Festivals/ Hotels/ Tent city/ Resort- 10 Marks</b>  <b>Above 2 Festivals/ Hotels/ Tent city/ Resort - 5 Marks for Each Festival/ Hotel/ Tent city/ Resort Up to 20 Marks.</b>  Note: Work order or Completion certificate need to be enclosed</p>	
		<p>The Bidder shall have Net Worth as on 31st March 2023.  Agency having Net Worth Rs.5.00 Cr. – 2 marks  Agency having Net Worth upto and above Rs. 7.50 Cr. – 4 marks  Agency having Net Worth upto and above Rs. 10.00 Cr. – 6 marks  Agency having Net Worth upto and above Rs.12.50 Cr. – 8 marks  Agency having Net Worth upto and above Rs. 15.00 Cr. – 10 marks</p>	10
<b>B</b>	<b>Presentation</b>		<b>50</b>
1	Technical Approach, Methodology and Presentation	<p>The applicant shall explain understanding of the objectives of the assignment, the technical approach, and the methodology that would be adopted for implementing the tasks.  Th presentation should cover details like estimated project cost (components wise) along with various project mile stone. Development of the master Plan for festival for the MPTB to move forward (10 marks)</p>	10
2	Concept, Design for the mandatory components	<p>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 has to submit the plan for permanent tourism product operated bythe agency along with the festival (other than scope of work). (20 marks)</p>	20
3	Innovative ideas for valueaddition in guest's and tourist's festival Experience, or ideas to enhance local community/ resources.	<p>The applicant 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 festival. agency should submit the marketing plan and tie up tour operators. (20 marks) NOTE- the presentation submitted by the bidder shall be part of the agreement.</p>	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.
- f) NPV of amount quoted for 10 years shall be computed at a discounting factor 10%. The NPV of all 10 years will be considered for financial evaluation.
- g) 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 lowest NPV (Fm) shall be given financial score (Sf) of 100m points. The financial scores of other proposals should be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= NPV 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. 0.70

Fw= weight assigned to financial score i.e. 0.30

- h) Selection of Bidder: The Bidder securing the highest combined score (S) would be the preferred Bidder.
- i) 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.
- j) 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 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, Agencies are expected to take into account the requirements and conditions outlined in the RFP document. This Fee will cover costs / expenses for undertaking work as detailed in the Scope of Work. 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, may 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 Process to be Confidential**

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 the 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.

### **3.9 Award of Contract**

#### **3.9.1 Selection & Award Criteria**

- a) 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.
- b) The Client shall evaluate each technical proposal taking into account several criteria's. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.
- c) The points and the criterion have been specified in the RFP.
- d) 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.
- e) Combined and Final Evaluation: Combined score (S) (technical score (Ts) plus financial score (Fs)) shall be calculated based on Technical -70 and financial scores- 30 of the Bidder as per QCBS system.
- f) Selection of Bidder: The Bidder securing the highest combined score (S) would be the preferred Bidder.

- g) 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, and professional fee for the services, 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.
- h) The final authority lies at the sole discretion with the Managing Director, MPTB.

### 3.9.2 **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 to the RFP and Scope of work and the financial proposals of such bidders will be returned unopened after the signature of the contract.

MPTB shall simultaneously notify the agencies that have secured the minimum qualifying mark, 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 Agency 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 Agency 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 Agency to acknowledge the LOI, and the Authority may select the next Agency in the rank.

4.2 After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the successful Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification, or amendment in the Agreement.

## **5. Other Key Terms of the RFP**

### **5.1 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.

### **5.2 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.

### **5.3 Obligations prior to commencement of Work**

Prior to commencement of Works, the Selected Agency shall:

- (a) submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction 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 authorised 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 construction under and in accordance with this RFP, the Applicable Laws and Applicable Permits.

### **5.4 Commercial Operation of the Project Facility**

On or after the Agreement Date, the Selected Agency shall undertake construction of the Facility in conformity with the Specifications and Standards set forth in this RFP. **The 90th (Ninety) day** from the Agreement Date shall be the scheduled date for completion of the Project (the "Scheduled Completion Date") and the Selected Agency agrees and undertakes that the Project Facility shall be completed on or before the Scheduled Completion Date. The Selected Agency shall construct the Project Facility in accordance with the Project Completion Schedule set forth in the presentation made to the Authority. In the event that the Selected Agency fails to achieve any Project Milestone within a period of 60 (sixty) days from the date set forth for such Project Milestone, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority,

it shall pay Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this RFP, the dates set forth shall be deemed to be modified accordingly and the provisions of this RFP shall apply as if Project Completion Schedule has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause shall be refunded by the Authority to the Selected Agency, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this RFP, including the right of Termination thereof.

### **5.5 Monthly progress reports**

During the Construction Period, the Selected Agency shall, not later than 7 (seven) days after the close of each month, furnish to the Authority a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority.

### **5.6 Inspection**

During the Construction Period, the Authority has the right to inspect the Project Facility to identification of 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.

### **5.7 Delays during construction**

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.

### **5.8 Suspension of unsafe Construction Works**

- 5.8.1 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 Construction Works if, in the reasonable opinion of the Authority, such work threatens the safety of any person or property.

- 5.8.2 The Selected Agency shall, pursuant to the notice suspend the Construction 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.
- 5.8.3 All reasonable costs incurred for maintaining and protecting the Construction 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.
- 5.8.4 If suspension of Construction 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 whereupon 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.

#### **5.8.5 Video recording**

During the Construction Period, the Selected Agency shall provide to the Authority for every month video recording, which will be compiled into a 30 (thirty) minutes compact disc or digital video disc, as the case may be, covering the status and progress of Construction Works in that month. The first such video recording shall be provided to the Authority within 7 (seven) days of the Agreement Date and thereafter, no later than 15 (fifteen) days after the close of each month.

#### **5.9 Provisional Certificate**

- 5.9.1 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").

- 5.9.2 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, 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 lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Authority. 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.
- 5.9.3 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.

#### **5.10 Damages for delay**

- 5.10.1 Subject to the provisions of Clause 5.9, if Provisional Certificate or Completion Certificate, as the case may be, is not issued prior to the 30<sup>th</sup> (Thirtieth) day after the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Selected Agency shall pay Damages to the Authority in a sum calculated at the rate of 0.25% (zero point two five per cent) of the amount of Performance Security for delay of each day until the Provisional Certificate or Completion Certificate, as the case may be, is issued. The Authority shall at its discretion deduct the damage for breach of any obligation from the invoice submitted by the Selected Agency.

#### **5.11 Change of Scope**

- 5.11.1 The Authority may, notwithstanding anything to the contrary contained in this RFP, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this RFP (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this clause and the costs thereof shall be expended by the Selected Agency and reimbursed to it by the Authority.

- 5.11.2 If the Selected Agency determines at any time that a Change of Scope is necessary for providing safer and improved Services, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Clause or inform the Selected Agency in writing of its reasons for not accepting such Change of Scope.
- 5.11.3 Any works or services which are provided under and in accordance with this clause shall form part of the Project Facility and the provisions of this RFP shall apply *mutatis mutandis* to such works or services.
- 5.11.4 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Selected Agency a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").
- 5.11.5 Upon receipt of a Change of Scope Notice, the Selected Agency shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:
- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
  - (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Selected Agency in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Authority as reasonable.
- 5.11.6 Upon receipt of information if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Selected Agency, and the Parties shall, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Selected Agency to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Selected Agency to proceed with the performance thereof pending resolution of the Dispute, or carry out the works.
- 5.11.7 The provisions of this RFP, insofar as they relate to Construction Works, shall apply *mutatis mutandis* to the works undertaken by the Selected Agency under this Clause.

## **5.12 Payment for Change of Scope**

Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Selected Agency in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Authority. The Selected Agency shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the

accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Selected Agency such amounts as are certified by the Authority as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

### **5.13 Restrictions on certain works**

- 5.13.1 Notwithstanding anything to the contrary contained in this Clause, but subject to the provisions of Clause 5.11, the Authority shall not require the Selected Agency to undertake any works or services if such works or services are likely to delay completion of the Project Facility by the Scheduled Completion Date; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of the Project Facility and issuing the Provisional Certificate.
- 5.13.2 Notwithstanding anything to the contrary contained in this Clause, the Selected Agency shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 5% (five per cent) of the Total Project Cost (as estimated by the bidder in the presentation made during the technical evaluation) in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Agreement Period.

### **5.14 Power of the Authority to undertake works**

- 5.14.1 Notwithstanding anything to the contrary contained in Agreement the Authority may, after giving notice to the Selected Agency and considering its reply thereto, award any works or services, contemplated under this Change in Scope to any person on the basis of open competitive bidding; provided that the Selected Agency shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 1% (one per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Selected Agency shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Selected Agency shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.
- 5.14.2 The works undertaken in accordance with this Clause shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Facility. The provisions of this RFP, insofar as they relate to Construction Works, shall apply *mutatis mutandis* to the works carried out under Change in Scope.

## **5.15 Reduction in Scope of the Project**

- 5.15.1 If the Selected Agency shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Authority, the Authority may, in its discretion, require the Selected Agency to pay 80% (eighty per cent) of the sum saved therefrom, and upon such payment to the Authority, the obligations of the Selected Agency in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in the event such reduction in Scope of the Project causes or will cause a reduction in net after-tax return of the Selected Agency, the Parties shall meet, as soon as reasonably practical, and agree on a full or partial waiver of the aforesaid payment of 80% (eighty per cent) so as to place the Selected Agency in the same financial position as it would have enjoyed had there been no reduction in Scope of the Project, and for this purpose. It is further agreed that the liability of the Authority under this Clause shall not extend beyond waiver of the aforesaid 80% (eighty per cent). It is also agreed that in the event of a dispute, the Dispute Resolution Procedure shall apply.
- 5.15.2 For determining the obligations of the Selected Agency under this Clause the provisions for Change in Scope shall apply mutatis mutandis, and upon issue of Change of Scope Order by the Authority hereunder, the Selected Agency shall pay forthwith the sum specified therein.

## **5.16 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 endeavour 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.

#### **5.17 Obligations relating to employment of trained personnel**

The Selected Agency shall ensure that the personnel engaged by it or by its Contractors in the performance of its obligations under this RFP are at all times properly trained for their respective functions.

#### **5.18 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.

#### **5.19 De-commissioning due to Emergency**

- 5.19.1 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.
- 5.19.2 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.
- 5.19.3 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.

## **5.20 Damages for breach of maintenance obligations**

- 5.20.1 In the event that the Selected Agency fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, 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 cost of such repair or rectification as estimated by the Authority. Recovery of such Damages shall be without prejudice to the rights of the Authority under this RFP, including the right of Termination thereof. The Authority shall at its discretion deduct the damage for breach of any obligation from the invoice submitted by the Selected Agency.
- 5.20.2 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 in compliance 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.

## **5.21 Authority's right to take remedial measures**

- 5.21.1 In the event the Selected Agency does not maintain and/or repair the Project Facility or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Authority, as the case may be, the Authority shall, without prejudice to its rights under this RFP including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Selected Agency, and to recover its cost from the Selected Agency. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Selected Agency to the Authority as Damages.
- 5.21.2 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 from any payments due to the Selected Agency from time to time

## **5.22 Overriding powers of the Authority**

- 5.22.1 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.
- 5.22.2 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; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Selected Agency along with the Damages specified therein.
- 5.22.3 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.

## **5.23 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.

## **5.24 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.

## **5.25 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.

## **5.26 Safety Requirements**

5.26.1 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.

5.26.2 All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Selected Agency.

## **5.27 Barriers and diversions**

The Authority shall procure that during the Operation Period, no barriers are erected or placed by any Government Instrumentality on the approach to or exit from the Project Facility except for reasons of Emergency, national security, or law and order. The Authority shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions, or closing down of approach roads to the Project Facility that may cause a material adverse effect on the movement to and from the Project Facility.

## **5.28 Advertising on the Project Facility**

The Selected Agency shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding violates Applicable Laws. All advertising on the Project Facility shall also conform to Good Industry Practice.

## **5.29 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, Maintenance Programme 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.

## **5.30 Inspection**

The Authority shall have the right to inspect the Project Facility anytime during the operation period of the project facility.. and share the report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, , the Maintenance Programme and Safety Requirements, with the Selected Agency..

## **5.31 Remedial measures**

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

## **5.32 Security**

- 5.32.1 Without prejudice to the obligations of the Selected Agency to obtain insurance for the Project Facility in accordance with the provisions of this RFP, the Authority acknowledges and agrees that unless otherwise specified in this RFP, it shall, at its own cost and expense, procure or cause to be procured security of the Project Facility for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences.
- 5.32.2 The Selected Agency shall provide and maintain perimeter fencing or other suitable protection around the Project Facility and shall be responsible for the security arrangements for the Project Facility in order to maintain orderly conduct of its business and the security thereof.

5.32.3 The Selected Agency shall abide by and implement any instructions of the Authority for enhancing the security of the Project Facility. The Selected Agency shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the Government's actions or the actions of any organisation authorised by the Government other than those resulting from willful or grossly negligent acts or omissions of the Government or of such organisation. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them for the security of the Project Facility, without unduly or unreasonably disrupting the operations of the Project Facility or interfering with the exercise of rights or fulfilment of obligations by the Selected Agency under this RFP. The Selected Agency agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Government in the discharge of their obligations for and in respect of the security of the Project Facility.

### **5.33 ISO certification**

5.33.1 The Selected Agency shall, within 6 (six) months from COD, 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.

5.33.2 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.

5.33.3 If the period of default in obtaining the ISO certifications under this Clause shall exceed a continuous period of 3 (three) months, 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 3 (three) months.

### **5.34 Escrow Account**

5.34.1 The Authority shall within 30 days of the Agreement Date, open and establish an Escrow Account with a Bank (the "Escrow Bank") in accordance with this RFP read with the Escrow Agreement.

5.34.2 The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Selected Agency, the Authority and the Escrow Bank.

#### **5.34.3 Deposits into Escrow Account**

The Authority shall deposit the amount withheld as per the clause 1.3.27 of the RFP

#### **5.34.4 Withdrawals during Agreement Period**

5.34.5 The Selected Agency shall, at the time of opening of Escrow Account, give irrevocable instructions by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated every year with regards to the following:

- a) All amounts due and payable to the Authority to the extent not set off in accordance with the

provisions of this RFP;

- b) Annual Premium due and payable to the Authority;
- c) All payments and Damages certified by the Authority as due and payable to it by the Selected Agency pursuant to the provisions of the RFP;

5.34.6 The provisions of this clause and instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in this Clause have been discharged.

### **5.35 Insurance during Agreement Period**

The Selected Agency shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Selected 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 Selected Agency during the Construction Period. The Selected Agency shall procure that in each insurance policy, the Authority shall be a co-insured. For the avoidance of doubt, the level of insurance to be maintained by the Selected Agency after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

### **5.36 Insurance Cover**

Without prejudice to the provisions contained in this Clause, the Selected Agency shall, during the Operations Period, procure and maintain Insurance Cover including but not limited to the following:

- (i) Loss, damage or destruction of the Project Assets,
- (ii) Comprehensive third party liability insurance including injury to or death of personnel of the Authority or others caused by the Project Facility ;
- (iii) The Selected Agency's general liability arising out of the Project Facility;
- (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 Selected Agency and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (i) to (v) above.

### **5.37 Notice to the Authority**

No later than 45 (forty five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Selected Agency shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Clause. Within 30 (thirty) days of receipt of such notice, the Authority may require the Selected Agency to effect and maintain such other insurances as may be necessary pursuant hereto, and in the

event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

### **5.38 Evidence of Insurance Cover**

All insurances obtained by the Selected Agency in accordance with this clause shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Selected Agency shall furnish to the Authority, notarised 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 Selected Agency to the Authority .

### **5.39 Remedy for failure to insure**

If the Selected Agency shall fail to effect and keep in force all insurances for which it is responsible 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 Selected 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 Selected Agency.

### **5.40 Waiver of subrogation**

All insurance policies in respect of the insurance obtained by the Selected Agency pursuant to this clause 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.

### **5.41 Selected Agency's waiver**

The Selected 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 Selected 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 Selected Agency pursuant to this RFP (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

### **5.42 Application of insurance proceeds**

The proceeds from all insurance claims, except life and injury, shall be paid to the Selected Agency and it shall, notwithstanding anything to the contrary contained in this RFP, apply such proceeds towards payment of Damages and the balance remaining, if any, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project

Facility.

#### **5.43 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

#### **5.44 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.

#### **5.45 Deemed Termination upon delay**

Without prejudice to any provisions of the RFP, the Parties expressly agree that in the event the Commercial Operation of the Project does not occur, for any reason whatsoever, within a period of 180 (one hundred and eighty) days from the date of this RFP or the extended period provided in accordance with this RFP, all rights, privileges, claims and entitlements of the Agency under or arising out of this RFP shall be deemed to have been waived by, and to have ceased with the concurrence of the Agency, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Commercial Operation of the Project Facility is for reasons attributable to the Agency, the Performance Security of the Selected Agency shall be encashed and appropriated by the Authority as Damages thereof.

#### **5.46 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.

#### **5.47 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.

#### 5.48 Termination for Selected Agency Default

5.48.1 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 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 30 (thirty) days;
- b) subsequent to 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 90 (ninety) 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 90 (ninety) days;
- d) the Selected Agency abandons or manifests intention to abandon the construction 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:
    - (i) 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;
    - (ii) 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
    - (iii) each of the Project Agreements remains in full force and effect.
  - t) the Selected Agency fails to fulfil its obligations
  - u) 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;
  - v) 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;
  - w) the Selected Agency has failed to fulfil any obligation, for which failure Termination has been specified in this RFP; or
  - x) 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.
- 5.48.2 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.

## 5.49 Termination for Authority Default

5.49.1 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 make any payment to the Selected Agency, and the Selected Agency is unable to recover any unpaid amounts through the Letter of Credit, 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.

5.49.2 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, subject to the provisions of the Substitution Agreement, 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.

## 5.50 Termination Payment

5.50.1 Upon Termination on account of a Selected Agency Default, no Termination Payment shall be due and payable to the agency.

5.50.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Selected Agency, by way of Termination Payment, an amount of expenditure incurred by the agency with an interest of 12 % p.a.:

5.50.3 Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Selected Agency;

## **5.51 General indemnity**

5.51.1 The Selected Agency will 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 of the Selected Agency under contract or tort, or on any other ground whatsoever, 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.

5.51.2 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, authorising 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.

## **5.52 Risk – Purchase Clause:**

If the contractor, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the MPTB will have the right to:

- a) Forfeit the EMD.
- b) Invoke Security Deposit/Performance Bank Guarantee
- c) In case of completion through alternative sources and if price is higher, the contractor will pay the balance amount to MPTB.
- d) For all purposes, the work order accepted by the bidder and issued by MPTB will be considered as the formal contract

## 5.53 DISPUTE RESOLUTION

5.53.1 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 in accordance with the conciliation procedure set forth.

5.53.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this RFP 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.

### 5.53.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority or without the intervention of the Authority, either Party may require such Dispute to be referred to Managing Director of the Authority and the Chairman of the Board of Directors of the Selected Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of the RFP.

### 5.53.4 Arbitration

Any dispute arising in connection with this RFP/agreement, which cannot be settle amicably, will be settled through arbitration of one arbitrator if the parties hereto agree. If the parties cannot agree upon the name of single arbitrator, in such situation, appointment of the single arbitrator will be done by the Court of jurisdiction. The decision of the arbitrator shall be rendered in writing and shall be binding upon the parties and the arbitration shall take place as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended).

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be Bhopal or such other places as the arbitrator may decide.

#### 5.53.5 Adjudication by a tribunal

In the event of constitution of a statutory tribunal with powers to adjudicate upon disputes between the Selected Agency and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration, be adjudicated upon by such tribunal in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

### 5.54 REDRESSAL OF PUBLIC GRIEVANCES

- 5.54.1 The Selected Agency shall maintain a complaints office at the Project Facility where it shall keep a register (the "Complaint Register") open to the officials of the Authority and Users at all times 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.
- 5.54.2 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.
- 5.54.3 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.
- 5.54.4 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.
- 5.54.5 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.

### 5.55 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.

#### **5.56 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.

#### **5.57 Successors and assigns**

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

#### **5.58 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

- b) 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.

**5.59 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.

**5.60 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, 6<sup>th</sup> Floor,  
Jhangirabad,  
Bhopal –462008  
Madhya Pradesh, India

**Sub: - Request For Proposal For Selection Of Agency For "Developing AMARKANTAK As A Tourism Destination" Of Madhya Pradesh For 10 Years**

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 For Selection Of Agency For "Developing AMARKANTAK As A Tourism Destination" Of Madhya Pradesh For 10 Years.**

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/ 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:

<b>ANNEXURE - II</b>			
<b>Request For Proposal For Selection Of Agency For “Developing AMARKANTAK As A Tourism Destination” Of Madhya Pradesh For 10 Years</b>			
<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>	<b>Remarks/Details</b>
1	Name of Agency/ Applicant		
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 Applicant and Contact No.		
4	Status of Applicant [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 applicant [No. of years]		
8	Certified copy of the Turnover of Agency/ Applicant 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/ us here 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, 6<sup>th</sup> Floor,  
Jhangirabad,  
Bhopal –462008  
Madhya Pradesh, India

Sub: Bid for **“Request For Proposal For Selection Of Agency For “Developing AMARKANTAK AS A TOURISM Destination” Of Madhya Pradesh For 10 Years”**

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 Application**

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms. (name),\_ son/daughter/wife 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 Powerof Attorney is being issued.*

**Annexure V**  
**Request For Proposal For Selection Of Agency For “Developing AMARKANTAK As A  
 Tourism Destination” Of Madhya Pradesh For 10 Years**

**EXPERIENCE IN RELATED ACTIVITIES**

S. No.	NATIONAL / INTERNATIONAL EVENT - NAME	DATE	PLACE	SUPPORTING DOCUMENT CLOSED	COST OF PROJECT

**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, work orders, letter of intent, completion certificates, etc. The documents should be duly notarized and submitted along with the above proforma.

**Signature & Seal of the Bidder**

**Date:**

**Annexure VI -  
Request For Proposal For Selection Of Agency For “Developing AMARKANTAK As A  
Tourism Destination” Of Madhya Pradesh For 10 Years**

**Notes for financial bid submit online**

**1. Financial bid to be submit online only through MP tenders Portal.**

<b>Note-</b> The agency shall quote the per unit rate of VGF (Viability Gap Funding) GST extra as applicable for the first year, (valid for the first five years at a diminishing ratio of 20 % every year) and also quote the annual premium amount GST extra as applicable for the next five year from the sixth year up to the tenth year.						
<b>Bidder's Name:</b>						
Sl. No	Item Description	Quantity	Units	Per Unit VGF RATE In Figures To be entered by the Bidder in Rs.	TOTAL VGF AMOUNT in Rs. ( exclusive of the applicable GST)	TOTAL VGF AMOUNT In Words
1	2	3	4	5	6	7
1.	<b>INFRASTRUCTURE &amp; PRODUCTION</b>					
a)	Cost of venue	1	Lump sum			
b)	Cost of City Decors	1	Lump sum			
c)	Stage to be made of 3000 Sq feet	1	Lump sum			
d)	Sofa Sitting for VIP	50	Lump sum			

e)	Chair Seating arrangement	500	Lump sum			
2.	<b>ENTERTAINMENT</b>					
a)	Day 1 Live Band	1				
b)	Day 2- Live Band	1				
c)	Day 3- Live Band	1				
d)	Day 4 - Live band	1				
e)	Day 5- Live Band	1				
3.	<b>WORKSHOPS</b>	-	-			
a)	Photography Tours & workshop	50 pax	Lump sum			
b)	Naturopathy Workshops	50 pax	Lump sum			
c)	Bio-dynamic farming workshops	50 pax	Lump sum			
d)	Indigenous cooking and craft workshops	50 pax	Lump sum			
e)	Tribal art & culture workshop	50 pax	Lump sum			
f)	Eco-Marine workshops	50 pax	Lump sum			
g)	Rural & Agro tourism workshops	50 pax	Lump sum			
h)	Rock Art Tour & workshop	50 pax	Lump sum			
4.	Food Festival	1	Lump sum			

5.	Craft Bazar (15 stalls)	15	Nos			
6.	Rural Experience	1	Lumpsum			
7.	Delegates (including travel,lodging, boarding , local Assistance)	125	Nos			
8.	Cost of Media Management	35	Nos			
9.	Cost of Transportation		Lumpsum			
10.	Information counter		Lumpsum			
11.	Medical facilities		Lumpsum			
12.	Fire brigade /fire extinguishing system		Lumpsum			
13.	Mobile Toilet		Lumpsum			
14.	Drinking water facilities		Lumpsum			
15.	Security & other arrangement		Lumpsum			
16.	Publicity	-	-			
a)	Hoardings	15				
b)	Folding Standees	15				
17.	Cost of Delegate Kit bag	250				
18.	Cost of publicity Material	500				
19.	Digital marketing and promotion	-	-			

a)	Development and maintenance booking portal	1	Lumpsum			
b)	Creation and Maintenance of a microsite	1	Lumpsum			
c)	Social Media Promotion	1	Lumpsum			
d)	Paid digital promotion	1	Lumpsum			
e)	Content creation	1	Lumpsum			
f)	Arrangement of influences	1	Lumpsum			
g)	2 press meet		Lumpsum			
20.	Cost of Inaugural programme	1	Lumpsum			
21.	Pre-event content and report	1	Lumpsum			
22.	Electricals and generators		Lumpsum			
23.	<b>50 Super Luxury Ecological Tents for the Five days event</b>	50	-			
24.	<b>25 tents to operate commercially for minimum period 90 days</b>	25	-			
25.	<b>Air Activities for five days Event</b>	-	-			
a)	Parasailing- (Minimum 2 Unit)	2	-			
b)	Hot Air Ballooning- Minimum of 4	4	-			
c)	Para Motor - (Minimum 2Unit)	2	-			

26.	<b>Land Activities for 90 days</b>	-	-			
a)	Duo cycling (Minimum 2 Unit)	2	-			
b)	Cycling (Minimum 10 Unit)	10	-			
c)	Trekking (Minimum 1 Expert/Guide)	1	-			
d)	Stargazing (Minimum 1 Unit)	1	-			
e)	Rope course (Minimum 4 kind/type with required expert)	4	-			
f)	Jungle Safari / Safaris (Minimum 4 jeep four wheel drive with required expert)	4	-			
g)	Night jungle walk (Minimum 1 Expert/Guide)	1	-			
h)	All-Terrain Vehicle (ATV)- Minimum 2	2	--			
i)	Zip line- 1 activity	1	-			
j)	Paint Ball Arena (Minimum 1 Unit)	1	-			
k)	Air gun shooting (Minimum 2Unit)	2	-			
l)	Kids Zone with small activities for kids such as battery-operated cars, bouncing	1	-			
m)	Indoor Gaming- Pool/Snooker, Video Games, Chess, Table Tennis alleys etc.	1	-			

n)	Bullock Cart Ride (Minimum 1 Unit)	1	-			
o)	Horse Riding (Minimum 4 Unit)	4	-			
p)	Camel ride (Minimum 4 Unit)	4	-			
q)	Yoga Kendra with instructor	1				
27.	cultural activities (National level bands) for 90 days	1	Lumpsum			
28.	Miscellaneous *(agency should submit details separately)		Lumpsum			

Amount in Rupees

Sl No.	Particulars	Amount in figures (A)	Amount in words
I.	Total Per Year VGF amount	<i>(Sum Total of the value quoted in column no. 6 of the table above)</i>	
II.	Annual Premium Amount from sixth year onwards	<i>(Bidder should quote the amount for one year only)</i>	

Note:

- The value quoted in the Sl. No. I. & II.
- 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 networth 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.
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 clause (a) 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 at least 5 years from the commercial operations of the Project

## Annexure VIII

### Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh Tourism Board ( MPTB) (“the Authority”) has invited **“Request For Proposal for Selection of Agency For “Developing AMARKANTAK As A Tourism Destination” Of Madhya Pradesh For 10 Years”,** (“ 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 authorise M/S

..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the 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 legalised by the Indian Embassy and notarised 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 having its office at, 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 for Selection of Agency For Developing AMARKANTAK As A Tourism Destination Of Madhya Pradesh For 10 Years”** (“ 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**

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

**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;}
- {(c) Party of the Third Part shall be the other Member of the Consortium}

(Please Specify Role of the 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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

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.