

Madhya Pradesh Tourism Board

Corporate Identification Number (CIN):

U75302MP2017NPL043078

6th Floor, Lily Trade Wing, Jehangirabad Bhopal Madhya Pradesh, India. Pincode – 462008

Website: www.tourism.mp.gov.in

Request for Proposal (RFP) For Selection of An Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District Khandwa

No. /MPTB/EAM/2019

Bhopal, Dated: 08/03/2019 Tender

Reference No. 1046

Tender ID No.- 2019_MPTB_24337

Madhya Pradesh Tourism Board invites offers **Request for Proposal (RFP) For Selection of An Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District KHANDWA.**

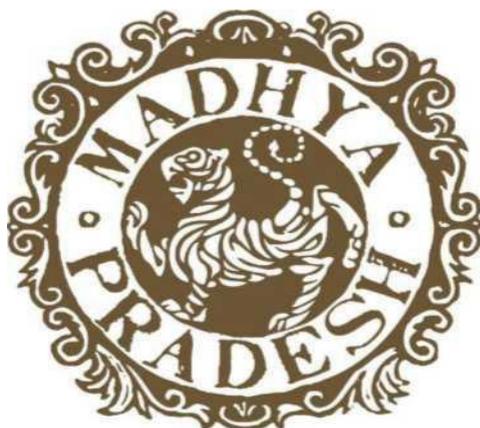
The detailed RFP document will be available to download from the date **20/03/2019** on the websites:- www.mptenders.gov.in or www.tourism.mp.gov.in

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

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

Managing Director

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



**The heart of
Incredible India**

Madhya Pradesh Tourism Board

Bhopal, Madhya Pradesh

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or License, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

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

- a. **“Authority”** or **“Licensor”** or **“MPTB”** shall mean Madhya Pradesh Tourism Board;
- b. **“Agreement” OR “License Agreement” or “LA”** shall mean the legal document, including recitals, schedules and attachments which may be amended, supplemented or modified in accordance with the provisions, as executed between MPTB and the Preferred Bidder
- c. **“Annual Premium”** means the Annual Premium quoted by preferred Bidder over and above the base minimum Annual Premium as fixed by the Authority.
- d. **“Bid”** means the documents in their entire form submitted by the Bidder in response to the Tender issued by the Licensor in accordance with the provisions thereof;
- e. **“Bidder”** shall mean such Person who / which (as the case may be) has submitted a bid pursuant to the Tender;
- f. **“Bid Due Date”** shall mean the last date for submission of Bids,
- g. **Tented Accommodation”** is a specially built tented accommodation facility of 104 tents that is spread over an area of about 17.19 Acres with basic infrastructure facilities at Hanuwantiya, District Khandwa to be utilized by successful bidder. For events, camping sites, corporate conferences, national and international conferences etc
- h. **“Available Infrastructure” for creation of tent city the basic available infrastructure includes the two types of platforms i.e Type A- size 7.9mx7.9m and Type B- size 7.5mx6.5m total 104 tents platform with water connection, electricity connection, sewerage lines and fencing of the entire area total area of the site is 17.19 Acres. Type of tents as detailed in annexure - IV.**

Apart from these platforms, Dining hall platform 51.0 m X 21.0 m, Kitchen platform 18.0 m X 10.0 m, parking area capacity of 50 vehicles, store (Type A- size 10.0 m X 10.0 m, Type B- size 10.0 m X 7.0 m), overhead tank with capacity of 50000-liter, sump tank for fire safety with capacity of 2 lakhs water storage. Tourist reception center and souvenirs shop (135.8Sqm/1461.7 Sqft), Jetty for tent city, two transformer 11 kva, 33 kva and sewage treatment plant 25 KLD and toilet block.

- i. **“Commercial Operation Date”** means the date on which the commercial operations of the Project Facilities get commenced by the Licensee within 60 days (within two months).

- j. **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the

Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- k. **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- l. **“Earnest Money Deposit”** or The Amount for EMD: **Rs. 2,00,000/- only (Rupees Two Lakh only)** to be submitted Online Only through MP E Procurement portal (<http://mpeproc.gov.in>) only along with technical proposal.
- m. **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- n. **“Letter of Award”** or “LOA” shall mean the letter issued to the Preferred Bidder by MPTB.
- o. **“License Period”** is the period commencing from the Commercial Operation Date and shall extend for a period of **5 (five) years** from Commercial Operation Date OR until the prior termination of the Agreement. The License Period is extendable **further, if the Authority is satisfied with the performance of the Licensee during the License period, for a period** on Licensor’s decision and on terms as mutually agreed between the parties.
- p. **“Management Operator”** or **“Preferred Bidder”** or **“Licensee”** shall mean the Bidder who has offered the highest Annual Premium and whose bid has been accepted by the Authority and has been issued a Letter of Award;
- q. **“Person”** shall mean to include an individual, partnership or a company incorporated in India;
- r. **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;

- s. **“Minimum Annual Premium”** shall mean Fixed Amount of **Rs. 5,00,000/- (Rupees five lakh only)** per annum which is the base amount fixed by MPTB. Bidders are required to quote an amount over and above the said amount in its Bid Price
- t. **“Tender”** shall mean this document and the draft License Agreement.
- u. **“Tender Fee”** shall mean an amount of **Rs.5900/- (Rs. Five Thousand Nine Hundred only)** including GST to be paid online only through MP tender portal towards non-refundable EOI Document Fees and **Rs. 295/- (Rupees Two hundred and ninety-five only)** towards non-refundable e-procurement processing fees through online payment at e-Procurement portal (www.mptender.gov.in).
- v. **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest;

DATA SHEET

1	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board (MPTB) Bhopal
2	Method of Selection: QCBS (Quality and Cost Based Selection)
3	Financial proposal to be submitted Online only
4	A Site Visit and Pre-Bid Meeting will be held: Yes Site Visit: From 02/04/2019, 1100hrs till 04/04/2019, Pre Bid Meeting: Date: 10/04/2019 (wednesday) Time: 11.00 AM Venue: Madhya Pradesh Tourism Board, 6 th Floor Lily Trade Wing Jehangirabad Madhya Pradesh, India. Pincode – 462008 Email: marketing@mptourism.com
5	Proposal should remain valid for 180 days from the proposal due date
6	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
7	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online Only) ii. Financial Proposal (To be submitted Online Only)
8	Cost of RFP document to be paid: Yes, Rs.5900/- (Rs. Five Thousand Nine Hundred only) including GST to be paid online only through MP E- procurement portal towards non-refundable EOI Document Fees and Rs. 295/- (Rupees Two hundred and ninety-five only) towards non-refundable e-procurement processing fees through online payment at e-Procurement portal (http://mpeproc.gov.in).
9	The Amount for EMD: Rs. 2,00,000/- only (Rupees Two Lakhs only) to be submitted Online Only through MP E - Procurement portal (http://mpeproc.gov.in) only along with technical proposal.
10	EMD of the bidders not selected will be returned not later than 60 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.
11	All correspondence shall be Addressed to : The Managing Director, Madhya Pradesh Tourism Board, 6 th Floor Lily Trade Wing, Jehangirabad - Bhopal Madhya Pradesh, India. Pincode – 462008 Tel No- 07552780600 Website: www.tourism.mp.gov.in
12	Date for Opening of Technical Proposal: 04/05/2019, 03.00 PM
13	Expected date for Presentations: will be informed to shortlisted bidders.
14	Opening of Financial Bid: will be informed to shortlisted/ qualified bidders.

1.0 INTRODUCTION & BACKGROUND

1.1 INTRODUCTION

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

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

Madhya Pradesh Tourism Board also referred to as the “MPTB” or “Authority “, is a nodal agency under Department of Tourism, Government of Madhya Pradesh with a mandate to develop tourism infrastructure in the State of Madhya Pradesh.

1.2 Proposed Project

Madhya Pradesh won the National Award for Best State for Adventure Tourism. MPTB intends to engage a event management agency for development, operation, maintenance and management of tented accommodation at Hanuwantiya, District Khandwa, for a period of 5 years for, festival, carnivals, camps, conferences, festivals, adventure and alike activities.

1.3 Scope of work

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

1.3.1 Tented Accommodation:

1.3.1.1 The Authority has developed the basic infrastructure at site which includes the

Platform, sewerage line, water supply, electricity connection for 104 tents. A detailed floor plan is attached herewith. The **authority shall provide the site with aforesaid infrastructure to the successful bidder on license for a period of 5 years against the annual license fee. (As mentioned in financial Bid Annexure –VI)**

1.3.1.2 The agency shall be liable for development, operation, maintenance and management of tented accommodation at Hanuwantiya, District Khandwa, for a period of 5 years for, festival, events, carnivals, camps, conferences, festivals, adventure and alike activities.

1.3.1.3 The Licensee shall be liable to provide tents, create all infrastructure require to operate the facility including but not limited to creation of reception / welcome area, dining area, conference / meetings areas, bring all furniture, electrical fixtures and other fixtures required for operations of the facility.

1.3.1.4 The site will be handed over to the licensee on **“As Is Where Is basis.**

1.3.1.5 Any improvements / repairs/ maintenance / installations / modifications/addition etc. done to the existing project facilities / structure, if required, should be with prior approval of MPTB; based on the following conditions:

- a. The cost for improvements / repairs/ maintenance / installations / modifications /addition etc. for the complete facility shall be borne by the respective Licensee. No reimbursements shall be done by the Authority during or after expiry of License Period for the investments made by the Licensee during the License Period.
- b. Any such improvements / repairs / installations / maintenance/ modifications /addition etc., with prior approval of MPTB.

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

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

1.3.2 Activities- The agency at its own discretion may provide following one or more activities for the tourists in tent city:

S.No.	Name of Activity	Particulars
1	Volley Ball	Arrangement for volleyball court with night playing facility at suitable venue in the Tent City
2	Tug of war	As per standard norms at suitable venue in the Tent City
3	Cycle	Mountain bikes
4	Camp Fire	Daily Camp fire with entertainment activities
5	Star Gazing	Hiring of professional for night sky gazing with 8 inches Dobsonian telescope
6	Yoga Kendra	minimum 2 instructors (1 male & 1 female)
7	Island Activities Bird watching	<ul style="list-style-type: none"> Hiring of professionals through MP Bird Watching Association for the guided tours to the guests for a group of 20 persons / day with Binoculars at various Islands and nearby forest area. Boats for transfer.
	Trekking	<ul style="list-style-type: none"> Trekking for 20 persons of each group / day to be conducted at various Islands and nearby forest area with the help of professional guides with complete kit required for the group. Boats for transfer.
8	Golf Cart	Battery operated Vehicles
9	Other Obligation	
	CCTV	CCTV at all important points
	Security	Arrangements of security in the event
	Wi-Fi	Wi-fi zone for free internet access
	Ambulance	Arrangements of Ambulance with medical facilities with Doctor
	Fire Brigade /Fire Extinguishing system	Fire Brigade with fire extinguishing system for emergency

Note-

- The boat club and different Water based activities at Hanuwantiya will be under control of MPSTDC.
- The licensee may separately apply for operating water sports activities as per the State Government water Tourism policy and water activities at Tent city jetty should only be managed by licensee.**

2. Operation and Maintenance

- 2.1 All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the Licensee at his cost and such document shall be kept effective and in force at all material times throughout the operation period.
- 2.2 The equipment, furniture and structures shall be insured against fire, rioting, third party insurance and other possible losses and the insurance policy be taken in the joint names of the Licensor and the Licensee and the insurance premium will be borne by the Licensee.
- 2.3 The Licensee shall not encumber the property by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.

- 2.4 The Licensee have to confine his activities only within the specified area handed over to him.
- 2.5 The Licensor shall have the right to inspect the premises.
- 2.6 No unlawful and illegal activities shall be allowed inside the campus.
- 2.7 The Licensee should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other Industrial legislations without fail.
- 2.8 The Selected Agency/ Operator shall maintain the property in good condition and shall compensate the authority for any damages.
- 2.9 Poor spare parts should be replaced immediately.
- 2.10 The Selected Agency/ Operator should operate the camping site & adventure activity Adventure Sports on continuous basis throughout the Agreement period.
- 2.11 if the Selected Agency/ Operator fails to run the activity for a period of minimum three months continuously the authority shall issue a notice to the Selected Agency/ Operator and if the Selected Agency/ Operator fails to operate the activity even after one month on receipt of the notice the licensor shall re- enter in to the premises and resume the possession and the operation of the unit without further notice.
- 2.12 In such case Licensor will forfeit the security deposit submitted.

3. Other Terms and Conditions

- 3.1 All costs, charges, including stamp duty and registration charges, etc. shall be borne by the Selected Agency/ Operator.
- 3.2 The Selected Agency/ Operator shall not sublease the license to operate the camping site & Adventure activity.
- 3.3 The Selected Agency/ Operator shall arrange electricity, water and maintenance and other facility in respect of Adventure Sports.
- 3.4 The Selected Agency/ Operator shall erect of temporary structures for accommodating their staff at their own cost.
- 3.5 The interventions in the terrain should be kept as minimal as possible and should be in consonance with the existing terrain and ecology.
- 3.6 Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Madhya Pradesh other than the mentioned terms and conditions in the tender and agreement. This will be binding on the Bidders.
- 3.7 If there are any changes in the Concession Agreement subsequent to the starting of the Bidding process and before the signing of agreement, the additions/modification/deletion of the conditions mentioned in Concession Agreement shall remain as a binding on the Selected Agency/ Operator.

4 Delivery of Possession of Property and Relevant Documents

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

5 Commissioning of Project Facilities

- 5.1 The Licensee will ensure that the project is commissioned, made operational and opened for tourists within 2 months from the date of signing of agreement.
- 5.2 In case the Licensee fails to commence the operations and open the outlet for the tourists within stipulated time mentioned in clause 5.1, then it will be treated as an event of default by the Licensee, and the Licensor shall have all right to take necessary action as per the clauses of the Agreement.

6 Tax and Other Liabilities arising out of Operation

- 6.1 All taxes, fees, statutory dues relating to the property including but not limited to, Panchayat/Municipality and any other tax shall be borne by the Licensee.
- 6.2 Licensee shall be responsible for the payment of all other liabilities / taxes / duties resulting from the operation of the outlet, as presently applicable or may be made applicable during the tenure of this agreement.
- 6.3 The licensee shall provide certificate once in a year from Chartered Accountant / Company Secretary regarding compliance of Tax Laws / Labour laws and other applicable laws.
- 6.4 Due to non-payment of taxes as any other liability by the licensee, if any liability arises on the licensor then such liabilities shall be recovered from the performance security in term of clause 13 of this agreement.

7. Branding: The Selected Agency/ Operator shall be given the rights to operate the Property only. The Selected Agency/ Operator shall be allowed to run the Property in their name or their franchise name. The Selected Agency/ Operator shall be responsible to put up signages in the tent city.

8. "Minimum Annual Premium" shall mean Fixed Amount of Rs. 5,00,000/- (Rupees five Lakh only) per annum which is the base amount fixed by MPTB for annual license fee for tent city. Bidders are required to quote an amount over and above the said amount in its Bid Price in the form of Annual Premium. The Preferred Bidder will have to remit the Annual Premium (hereinafter referred as the "Annual Premium") for the first year of operation in full within 15 calendar days from the date of receipt of Letter of Award. Further relaxation of due date will not be entertained at any cost.

9. The Annual Premium is to be paid annually in advance and shall be as per the amount quoted by the Preferred Bidder in its Price Bid. The Total Annual Premium shall be increased by 5% every year on compounding basis for the duration of operation. If the Licensee fails to pay the Annual Premium within the stipulated period, the Authority will have right to cancel the Agreement and forfeit the Bank Guarantee, correspondingly the Licensee shall be liable to vacate the premise with immediate effect. **Total Annual Premium as quoted by the Bidder is for 104 tents. If additional tents are erected by Selected Bidder / Licensee, the amount of Total Annual Premium, to be given to MPTB, shall be increased on pro-rata basis.**

10. The Preferred Bidder should take over the Site / Property within 07 days' time from the date of signing of Agreement, failing which the MPTB shall have the right to terminate the Agreement and forfeit the Security available with it. For, setting up facility including the repairs & maintenance, Preferred Bidder will be required to make the Facility operational within 2 months as per clause 5.1. The License Period would start from the date of Signing of Agreement.

11. The License Agreement is for a period of 5 (five) years which may be extended on Authority's discretion as per mutually agreeable terms. Provided that if the Authority is satisfied with the performance of the Licensee during the License period, it may by order, extend the License period for further five years with 20% increment of last year annual premium on such terms and conditions as may be mutually agreed.

- 12.** Preferred Bidder shall, as a precondition to the signing of the Agreement, furnish an irrevocable and unconditional bank guarantee. The **Performance Security equal to 10% of first years Annual Premium or Rs 10.00 lakh whichever is higher.** This Performance Security shall be valid initially for **1 (one) year** and thereafter kept valid & effective during the License Period by renewing its validity three (3) months prior to its expiry. Performance Security shall be refurbished every year by considering increase in Annual Premium **@ 5% every year** per annum on compounding basis for that particular year. The Performance Security should be issued from nationalized bank or scheduled bank acceptable to the Authority.
- 13.** The Performance Security will be encashed by the Authority in case of non-payment of Total Annual Premium or any other dues payable to the Authority or any other statutory payments payable to respective authorities or upon termination of the License Agreement due to any default by the Licensee. Upon such encashment and appropriation, the Licensee shall except in the event of termination of the License Agreement, within 30 (thirty) days thereof, replenish the Performance Security to its original level or provide a fresh Performance Security as the case may be, failing which the Authority shall have the right to terminate this Agreement with immediate effect.
- 14.** During the execution of the contract, if the agency fails to deliver the scope of work in complete shape, penalty shall be levied on the agency at the rate of Rs. 1,000/- per day till the rectify the mistake. MPTB will have discretion of termination of the contract, in case the selected bidder earns penalty continuously for 30 days during the entire contract period. It is further be clarified that this right is the prerogative of the MPTB only.
- 15.** In case of default in payment of Annual Premium or furnishing/replenishing Performance Security, MPTB shall have the right to terminate this Agreement, enter the premises and resume possession & operation of the Site / Property.
- 16.** The Licensee should obtain License under Prevention of Food and Adulteration Act, 1954 from the local health authority. The Licensee will be responsible for all requisite approvals, license, and permissions etc. to operate and maintain the Property. MPTB will on a best effort basis, grant in a timely manner all such administrative assistance, approvals, permissions and authorizations which the Licensee may require or is obliged to seek from in connection with execution of the work and the performance of the Bidder obligations.
- 17.** After the expiry of License Period, the Licensee shall surrender possession of all movable and immovable items/articles/properties, etc. handed over to him including superstructure now exists, if any in good working condition.
- 18.** The Authority shall have the right to inspect the premises and also the books of accounts, etc. of the Licensee at any time. Licensee may be required to submit the accounts as and when directed by the Authority, which the Licensee cannot deny and the same shall be provided by the Licensee within a reasonable time not later than 10 days.

19. The building, tented structure, furniture and property shall be insured by the Licensee against natural and non-natural hazards/perils.
20. The Licensee shall not encumber the MPTB Property by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Licensee shall not sub-license whole of its rights and obligations in relation to the Project to a single party although he may be allowed to sub-license selected services to other party/person. The Licensee shall not raise any kind of finance or funding in the name of Site / Property under any conditions whatsoever. The Licensee will be allowed to use the Property on **'Right-to-use'** basis.
21. The Licensee has to confine his activities only within the specified area handed over to him.
22. If there are any changes in the License Agreement subsequent to the starting of the Bidding process and before the signing of Agreement, the additions/modification/deletion of the conditions mentioned in modified/revised/final License Agreement shall be binding on the Preferred Bidder.
23. In case the Licensee commits breach of any of the terms and conditions and stipulation herein contained or in the License Agreement which are to be observed and performed by the Licensee, then MPTB shall issue a notice in writing (by Registered Post) to the Licensee to set right or rectify the breach or omission of any of the terms and conditions and in case of noncompliance on the part of Licensee within 30 days of the receipt of such notice, the Agreement at the option of the MPTB may be terminated. Bank Guarantee in such case shall be forfeited and Licensee shall have to vacate the property. In case of breach in payment of Annual Premium in stipulated time, the Authority shall have right to invoke the Performance Security.
24. In case of any dispute, the parties shall meet and amicably resolve the dispute. In the event parties fail to amicably settle the dispute through mutual discussions then the dispute shall be referred to an arbitrator in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any further amendments from time to time and the parties here by agree to abide by the decision of the arbitrator. The arbitration proceedings shall be subject to the courts of Bhopal jurisdiction.
25. The operations of tent city including the dining areas, kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/regulations/norms as applicable from time to time. The Licensee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and Licensee shall solely liable to all third-party claims.

26. The Licensee shall have to maintain high standards of cleanliness, courtesy and manners by its staff and shall set high standards of quality of food and hygiene, serving standards
27. The Licensee shall make payment of electricity and water based on actual consumption at the Property. MPTB shall ensure that Light and Water connections are active and in working conditions and all outstanding dues, till the handing over of the facility, are paid. After handing over of the Property, it shall be Licensee's responsibility to pay all bills towards the usage of electricity and water
28. The Licensee shall deploy adequate number of qualified and experienced persons like supervisors, cooks, waiters, attendants, electric engineer, civil engineer etc. to ensure efficient and high standards of services. All staff members should be provided with uniforms.
29. The Licensee must employ adult and skilled labour only. Employment of child labour will lead to the termination of the Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments.
30. The representative appointed by MPTB shall have the authority to verify and certify the quality of food and other services specified in the Agreement, being provided by the Licensee. If the Licensee fails to provide the satisfactory services, License shall be liable to be terminated.
31. **Licensee is allowed to charge market driven rates / tariffs and other revenues from the facilities.**
32. **The Licensee should operate the Property on continuous basis throughout the License Period (24 Hours a day at least for a period co-terminus with the any special Event declared by Authority every year). If the Licensee fails to run it accordingly, MPTB shall issue a notice to the Licensee and cancel the Agreement and forfeit the Performance Security submitted.**
33. **The licensee will provide 50% of total tents to authority for organizing special event. 30 days prior intimation will be given to licensee for commencement of event.**
34. The Licensee shall undertake all such works to ensure that the site / property is fit for the intended use at all times including but not limited to clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs and its premises, cleaning and sweeping with brooms/ mechanized sweeping or any other method as per the requirements, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the shifts on regular basis.

- 35.** The Licensee shall ensure collection, screening and segregation of dry and wet garbage area. The Licensee shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Licensee. Licensee shall in no way harm the environment of the place. Licensee will have to follow all the guidelines of sustainable tourism and other directives and government policies. Licensee must ensure that the premises has to be plastic free zone.
- 36.** All areas in the Site / Property premises used by the guests/ employees including but not limited to Guest Rooms and toilets, public areas, staff toilets, back yard etc. shall be kept clean and hygienic round the clock.
- 37.** Licensee may include value added services like installation of movable assets e.g. rides etc. for entertainment of the tourists at the Property etc., with prior approval of the MPTB. This shall be as per the agreement signed between MPTB and the Licensee.
- 38.** MPTB may form a monitoring committee comprising of representative/s of MPTB or institution nominated by the MPTB or appoint a third party. The committee or the third party reserves the right to verify and perform quality checking to ensure that the end deliverables provided by the Licensee are as per the prescribed norms and terms and conditions of the tender.
- 39.** The Licensee may decide to operate, maintain and manage the tent city throughout the year for camps, corporate meetings conferences festivals, adventure activities, marriages and allied activities.

40. BRIEF DESCRIPTION OF THE SELECTION PROCESS

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

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

The Financial Bid is to be submitted Online only. The Financial Bids of all the short listed/qualified bidders will be opened on a concerned date and time. The Bidder will be selected on the basis of highest annual Premium.

41. Schedule of Bidding Process: -

S.No	Activity	Date and Time
1.	Publish Date	08/03/2019
2.	Document download / sale start date	20/03/2019, 05.00 PM
3.	Site visit, inspection on your own	02/04/2019 to 04/04/19
4.	Pre bid Meeting	10/04/2019, 11.00 AM
5.	Document download / sale End date	20/04/2019, 03.00 PM
6.	Bid Submission Start Date	23/04/2019, 03.00 PM
7	Bid Opening Date	04/05/2019, 03.00 PM
8	Presentation	To be informed
9	Opening of financial Bids	To be informed

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 RFP document

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

2.2 Eligibility of Bidders

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

1. The company must either be exclusively an event management company or a company having exclusively defined event management division within the company or a tent city operator.
2. The minimum average annual turnover for last 3 years (2015-16, 2016-17, 2017-18) of the company with regard to event management or tent city operations should be Rs. 50.00 lakhs per annum. The turnover of event management division (inclusion of details of turnover of advertising and printing or any other activity being done by the company shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the event management division by the chartered accountant of the company should be enclosed. In case year 2017-18 if the audited balance sheet are not available provisional certificate from CA is required.
3. The minimum net worth as on 31/03/2018 of the company should be Rs. 25.00 Lakhs.
4. Experience of running a minimum total of **50 tents or temporary structures** for a minimum continuous period of **30 days per year for a minimum period of 2 years in the last 5 years**. Experience will be considered as on March, 2018

1. No consortium / joint venture shall be considered.
2. Presentation:

The technically pre-qualified bidder shall be required to give an audio video presentation at Bhopal on the date so intimated before the selection committee. The presentation shall cover the following points: -

- A. Profile of Company
- B. Infrastructure of company
 - (i) Manpower
 - (ii) Network of Offices
 - (iii) Other infrastructural support facilities

- C. Tourism related experience / events
- D. Experience of event management
 - (i) No. of significant event organized
 - (ii) Experience of organizing special event
 - (iii) Proposed plan and innovative ideas to operate tent city to boost Tourism

Note- The maximum time for presentation shall be 30 minutes. Hard copy along with a soft copy of presentation has to be provided to MPTB at the time of presentation.

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

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 of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.

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

2.4.1 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, MPSTDC 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 MPSTDC's action.

B. DOCUMENTS

2.6 Contents of the RFP

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

2.7 Site visit & Clarifications

2.7.1 Site Visit of the venue can be scheduled as per clause 1.6. A Team from Madhya Pradesh Tourism will accompany the visit.

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

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. www.tourism.mp.gov.in and www.mptenders.gov.in .

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

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.

C. Preparation & submission of Bids 2.9 Language

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

2.10 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 www.mptenders.gov.in 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.

II. Financial Bid:

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

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

2.12 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

2.13.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Modifications/ Substitution/ Withdrawal of Bids

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

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 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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

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

D. EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE

SECURITY: 2.19 Earnest Money Deposit

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

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 within 60 days 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 10% Performance Security of the total value annual premium or Rs 10.00 lakh whichever is high 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 State Tourism Development Corporation.

2.20.2 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

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.

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

3.2.2 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.

3.2.3 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

3.2.4 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.

3.2.5 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.

3.2.6 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.

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

1. Profile of Company
2. Infrastructure of company
3. Manpower
4. Network of Offices
5. Other infrastructural support facilities
6. Tourism related experience / events
7. Experience of event management
8. No. of significant event organized
9. Experience of organizing special event
10. Proposed plan of Mega Event to boost Tourism

3.3 Short listing of Bidders.

In Stage 2 of Bid Evaluation, only those Technical Bids which are found to be responsive to the requirements of the tender as specified, would be opened for the evaluation of their Technical Bids for the bidding process. Provided, the bidder fulfils the criteria, their technical assessment will be done. After detailed evaluation of above details, as per marking system, MPTB shall shortlist the bidder **securing 70 or more marks**. Such bidder shall be called “**Technically Eligible Bidder**” and such technically eligible bidder shall only be eligible for Price Bid opening. Technical Evaluation Criteria are given in the following table:

Criteria	Max. Marks	Marks Obtained
Experience of running a minimum total of 50 tents or temporary structures for a minimum continuous period of 30 days per year for a minimum period of 2 years in the last 5 years. Experience will be considered as on March, 2018	<ul style="list-style-type: none"> Tents upto 50 – 10 marks And for Above 50 tent – 2 marks for every 25 tent maximum up to 20 marks 	20
Financia Capability: The details submitted w.r.t. to the financial capability by the firms will form the key evaluation criteria for award of contract. The bidder would need to submit the audited P&L statements for the last three years along with CA certificate declaring the average revenue from event management or tent city operation in the last three financial years preceding the proposal submission date.	Average annual turnover from event management or tent city operation in last three years: 50 lakhs: 10 marks For Above Rs.50.00 lakhs - 2 marks for every Rs. 10.00 lakh maximum up to 20 marks	20
Networth as on 31/03/2018	Minimum 50 Lakhs: 10mark For Above Rs.50.00 lakhs - 2 marks for every Rs. 10 .00 lakh maximum up to 20 marks	20
Presentation	Concept – 10 Mark Execution plan - 10 mark Environment/ friendliness – 10 markOther infrastructural support facilities- 10 mark	40
Total		100

3.4 Stage 3: Evaluation of price bid

Price Bids will be opened for “**Technically Eligible Bidders**” as defined above. The evaluation criteria for Price Bid shall be based on **Highest Annual Premium** following the process as defined under.

1. The Bid shall comprise ‘Highest Annual Premium’, or to be quoted by the Bidder in accordance with the provisions of the License Agreement. The Bidder who offers the highest ‘Annual Premium’ shall ordinarily be the Selected Bidder.
2. Total Annual Premium shall be payable on annual basis throughout the License Period and shall be escalated by 5% (five percent) every year on compounding basis.

3.5 Selection of Bidder

1. Subject to the provisions of the RFP, the Bidder whose Bid is adjudged as responsive and who quotes the highest Annual Premium offered to the Authority shall ordinarily be declared as the selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2. In the event that two or more Bidders quote the same offer (the “Tie Bidders”), MPTB may ask the said Bidders to furnish their respective revised offer which shall not be lower than Total Annual Premium as per the initial offer made by the Bidder. The Bidder shall be identified on the basis of such revised offer.

3. In the event that the Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the offer of original Bidder, it shall be the Selected Bidder. If two or more Bidders match the said offer in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in clause above, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

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

6. Selected Operator / Licensee shall be required to deposit, with MPTB, an amount equal to 50% of the quoted and approved Total Annual Premium within 7 days of issuance of LoA.

7. Payments to be made before signing the Agreement:

i.) Remaining 50% of the quoted and approved Total Annual Premium before signing the Agreement with MPTB. Failing to do so will result in its disqualification and forfeiture of EMD as deposited.

ii.) The Preferred Bidder shall also be required to submit requisite Bank Guarantee as Performance Security equal to first year Annual Premium in respect of first year of the License Period. The same needs to be renewed on an yearly basis as provided in the draft License Agreement.

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

3.4 Opening of Financial Bids

3.4.1 The Authority will consider the 'Financial Bid' of only those Bidders who's 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.

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

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

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

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

3.5.3 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.

3.6 Correction of Errors

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

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

3.7 Evaluation and Comparison of Financial Bids

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

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

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

3.7.3 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.

3.8 Clarification of Bids

3.8.1 To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder for authentication 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.

3.8.2 Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

3.8.3 Any effort by the Bidder to influence MPTB in the MPTB Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

3.9 Process to be Confidential

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

ANNEXURE - I
Letter Comprising the Bid

Ref.
Date:

To,
The Managing Director
Madhya Pradesh Tourism Board
Bhopal.

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

Dear Sir,

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

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

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

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

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

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thanking You,

Yours Sincerely,

Date: _____

Place: _____

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

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation

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

Sr. No.	Particulars	Remarks/Details (Page No.)
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.	GST No.(Copy of certificate to be attached)	
11.	Credentials	
12.	Details of RFP Fees attached	
13.	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)

Ref.
Date

To,
The Managing Director
Madhya Pradesh Tourism Board
Bhopal

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

For and on behalf of
Bidder signatory

Annexure IV
Power of Attorney for signing of Application

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

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

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

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

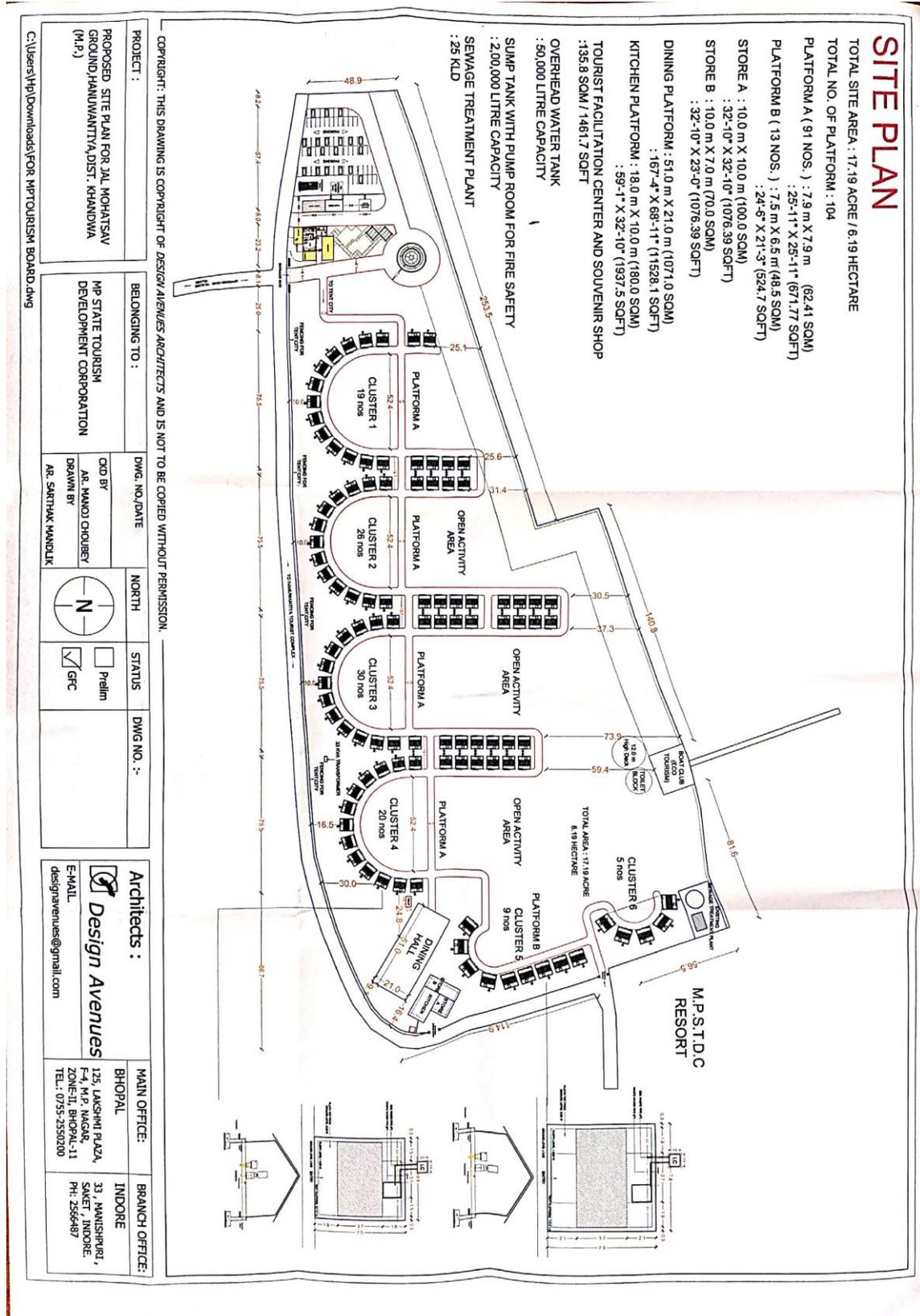
Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Annexure IV

RFP for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District Khandwa

Site Map



Annexure VI

**RFP for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District Khandwa
FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER**

To,
The Managing Director
Madhya Pradesh Tourism Board
6th Floor, Lily Trade Wing, Jehangirabad Bhopal
Madhya Pradesh, India
Pincode – 462008

Sub: Financial Bid for ‘RFP for Selection of an Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District Khandwa.

Dear Sir,

In response to the tender document, I hereby quote the Price Bid for **Selection of an Agency for Development, Operation, Maintenance & Management of Tent City at Hanuwantiya, District Khandwa** on PPP as under:

particulars	Amount	Amount in words
Annual Premium	Rs. /-	

- 1) **“Minimum Annual Premium”** shall mean Fixed Amount of **Rs. 5,00,000/- (Rupees five lakh only)** per annum which is the base amount fixed by MPTB. Bidders are required to quote an amount over and above the said amount in its Bid Price.
- 2) The **Total Annual Premium** which is exclusive of applicable taxes and duties, levies, GST etc. **shall be increased @ 5% every year on compounding basis.** The price offer quoted herein above is valid for 180 days from the date of opening of the price bid.
- 3) We hereby certify and accept the following:
 - i. The License Agreement will be for a period of 5 years and the Price offer quoted above is the Annual Premium payable for 5 years with 5% increase every year on compounding basis.
 - ii. Total Annual Premium as quoted above is for **104 tents**. If additional tents are erected by us, the amount of Total Annual Premium, to be given to MPTB, shall be increased on prorated basis.
 - iii. We have inspected the existing premises and acquainted ourselves before Bidding.

- iv. We have gone through the Tender document and have understood and agree to the terms and conditions as mentioned in this Document and License Agreement.
- v. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our EMD in full. I abide by the above offer/quote and terms & conditions of the tender document and the LOA if the Authority selects us as the Preferred Bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____

