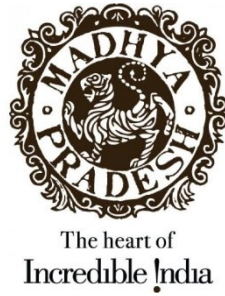


MADHYA PRADESH TOURISM BOARD (MPTB)

Selection of Agency under Swadesh Darshan 2.0 Scheme for Development, Operations, Maintenance and Management of Tourism Experience at Orchha in Madhya Pradesh

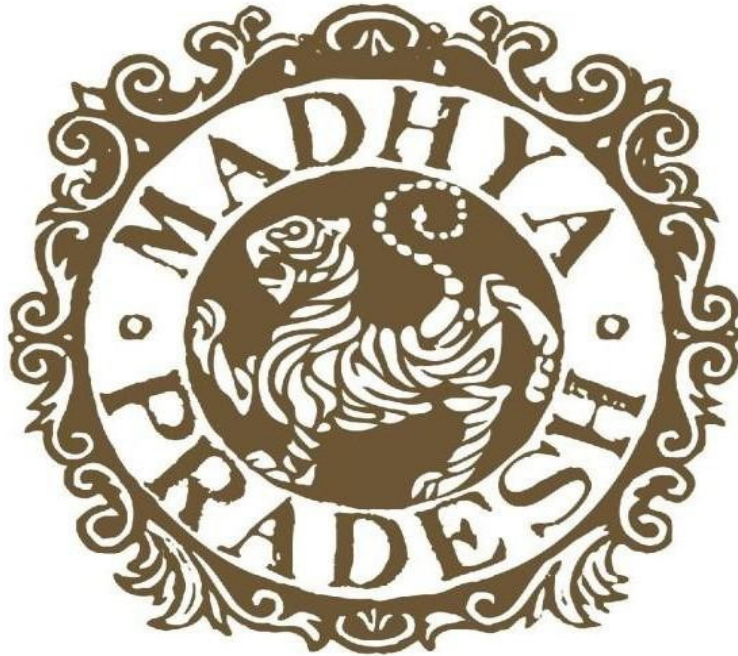


Address: MADHYA PRADESH TOURISM BOARD
6th Floor, Lily Trade Wing (Above D Mart),
Jehangirabad, Bhopal, Madhya Pradesh 462008

Madhya Pradesh Tourism Board (MPTB)

Request for Proposal [RFP]

For selection of Agency under Challenge Based Destination Development (CBDD) Scheme under Swadesh Darshan 2.0 for Development, Operations, Maintenance and Management of Tourism Experience: “Orchha A Medieval Splendour 2.0”



The heart of
Incredible India

21.05.2025

DISCLAIMER

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

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

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

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

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

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

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

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INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

- 1.1.1 Ministry of Tourism has formulated Challenge Based Destination Development Scheme (hereinafter referred as “**Scheme**” or CBDD) to identify destination for holistic development through Destination Master Plan, Strategy and Action Plan. The Destination Masterplan would be developed with sufficient details to ensure holistic planning, clarity of action and ensure desired impact, and be comprehensive including strategizing the development of destination coordinated with other Central and State schemes/ initiatives, schemes and plans. The Scheme is being implemented in the State of Madhya Pradesh through its designated State Implementation Agency (SIA), i.e. **Madhya Pradesh Tourism Board (MPTB)** and being executed by Madhya Pradesh Tourism Board (MPTB) as (hereinafter referred as “**Authority**”). The destination **Orchha a Medieval Splendour 2.0** (hereinafter referred as “**Destination**”) has been notified for holistic development of the destination. A Destination Management Committee (hereinafter referred as “**DMC**”) is proposed to be constituted for the Destination under District Collector for coordinating, facilitating and providing guidance for development of the destination. A professional agency (hereinafter referred as “**Consultant**”) has been engaged for providing end to end support to SIA, Executing Agency (MPTB) and DMC for implementation of the Scheme.
- 1.1.2 The project “**Orchha a Medieval Splendour 2.0**” (hereinafter referred as “**Project**”) has been identified as one of the interventions in the Master Plan to enhance the tourist experience. The Authority is engaged in development of the project and as part of this endeavour, the Authority has decided to undertake development, operation/ maintenance and management of the said **Project** and has, therefore, decided to carry out the bidding process for selection of Agency (hereinafter referred as “**Agency**”), a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Appointment of Agency (AGENCY) for development, operations, maintenance and management of Tourism Experience “Orchha a Medieval Splendour 2.0”.
Location	Orchha, dist. Niwari, Madhya Pradesh
Area of Implementation	At various locations across the city as marked in the Map [Section 6.4 (i)]
Estimated Project Cost	Rs 20.16 Crore (excluding GST/ applicable taxes)
Contract period	Commencing from Appointed Date <ul style="list-style-type: none"> • Phase I: Maximum 10 Months for Experience Development (hereinafter referred as “Phase I”) • Phase II: 10 years for Experience Operation, Maintenance and Management (hereinafter referred as “Phase II”) <p><i>(Phase II period can be further extended to another 10 years in two blocks of 5 years each, on the basis of performance of the Bidder during the contract period)</i></p>

The Authority intends to select suitable applicant who will be eligible for, awarding the Project through an open online competitive bidding process in accordance with the procedure set out herein. The project components are as follows:

- *Design, development and maintenance of Tourist Experience Centre including Immersive Experience + Hunarshala, including Craft Area for Artists, OAT, Workshops, toilets, kiosks for booking, etc.*
- *Hop-On Hop-Off Services for Tourists including design and development of Traditional Themed Transportation, stops through the city, signages, QR Code, feedback mechanism*
- *Development, execution and maintenance of visitor plazas on either side of the moat near Tourist Experience Centre including EV charging stations, street furniture, illumination and landscape.*
- *Developing Website Design and integration of Live Features, 360-degree views for Attractions, Audio Guided Systems for Attractions QR based App for Tracking and Online Feedback Mechanism*
- *Developing and conducting Skill Development Training and Tourism MSME Training including training and certification of Guides, local vendors, capacity building of existing staff in hospitality and other tourism activities, etc.*

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

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

1.2 Validity of the Proposal

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

1.3 Brief description of Bidding Process

- 1.3.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. In the first stage, a technical evaluation will be carried out for Bidders meeting minimum eligibility requirements. In the second stage, a financial evaluation will be carried out for Technically qualified Bidders. The Bidders would be required to furnish all the information specified in this RFP.
- 1.3.2 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.3.3 Generally, the most Responsive Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Responsive Bidder in case such Responsive Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Responsive Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding

Process, as the case may be.

1.4 Schedule of Bidding Process

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

1.	Issuance of Bidding Documents	21/05/2025
2.	Pre-Bid Conference	28/05/2025; 1500 Hrs
3.	Bid Due Date (BDD)	12/06/2025; 17:00Hrs
4.	Opening of Technical Bids	16/06/2025; 1500 Hrs
5.	Announcement of qualified Bidders	To be informed
6.	Opening of Financial Bid	To be informed (to qualified bidder through mail)

1.5 Pre-Bid Conference

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

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

1.5.2 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

1.5.3 During Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

1.5.4 The time and venue of the Pre-Bid Conference shall be intimated at a later stage.

Address:

Madhya Pradesh Tourism Board

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

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

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bid should be furnished in the Forms of Bid attached as Appendix i.e. Technical Bid as per Appendix I and Financial Bid as per Appendix II along with all enclosures, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The Bid shall consist of (i) Project Cost and (ii) Annual Fee, to be quoted by the Bidder. The Project Cost shall be payable to the AGENCY by the Authority during and the Annual Fee shall be payable by the AGENCY to the Authority, as per the terms and conditions of this RFP and the provisions of the Contract Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 (A) The Bidder shall deposit a **Bid Security of Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** in accordance with the provisions of this RFP. The Bidder shall submit the Bid Security through the online portal only. The responsibility of depositing Bid Security by online through portal is the sole responsibility of the Bidder, the Authority is not responsible for non-receipt of any such amount deposited by the Bidder.
- (B) Cost of Tender / Bid Document: An amount of INR 35,000/- (Rupees Thirty five Thousand) + GST to be paid online through e-procurement portal or as directed by the Authority.
- (C) Performance Security: The successful Bidder, for due and faithful performance of its obligations under the concession agreement and as a pre-condition for signing of the concession agreement, shall be required to submit 'Performance Security' 2.5% of the project cost quoted by the successful bidder before signing the agreement. This Performance Security should be provided as per the following details:
- (i) The amount of the Performance Security shall be kept valid up to duration of the agreement after commissioning of the project; for avoidance of any doubt the Performance Security shall be refunded after 6 months from the date of expiry of the agreement.
 - (ii) The aforesaid Performance security shall be furnished by way of FDR or unconditional and irrevocable Bank Guarantee as per the format provided at Appendix III in favor of 'Madhya Pradesh State Tourism Development Board'.
 - (iii) The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- (D) **Additional Performance Security**: If the bid of the successful Bidder is found to be more than 15% (Fifteen Percent) below the Project Cost as referred in the Clause 6.5, then the Bidder shall have to deposit additional performance security equal to the difference of amount quoted by the Bidder beyond below 15% and 15% below Project Cost i.e. Quoted percentage by the Bidder (Beyond below 15%) minus 15% of the Project Cost. For e.g. if the Bidder has quoted 17% below the Project Cost, then the additional performance Security will have to be deposited by the Bidder equal to = $(17\% - 15\%) \times \text{Project Cost}$.

(E) Additional Security Deposit for the project cost above the estimated project cost: If the financial bid quoted by any bidder for the Project Cost exceeds the Estimated Project Cost mentioned in Clause 6.5, the bidder shall submit an additional Security Deposit in the form of a Fixed Deposit (FD) or Bank Guarantee (BG). This additional Security Deposit shall be submitted notwithstanding the fact that the ultimate bid value may be lower due to the bidder having quoted a higher Annual Fee.

- a. The additional Security Deposit shall be equal to the difference between the Project Cost quoted by the bidder and the Estimated Project Cost mentioned in Clause 6.5 of the RFP.
- b. If the financial quote for Project Cost exceeds the Estimated Project Cost, the bidder shall submit a separate Rate Analysis justifying the higher Project Cost quoted. Currently, the Estimated Project Cost has been derived based on the Schedule of Rates of the Public Works Department effective from January 1, 2024, and current market rates for non-SOR items.
- c. The additional Security Deposit shall be forfeited if, the bidder quits without completing the Operation and Maintenance (O&M) period for any reason or if the agreement is terminated by the Authority due to non-performance as per Clause 2.6.1 or any other clause of the agreement.
- d. The additional Security Deposit shall be refunded only 60 days after successful completion of the Operation and Maintenance period as per the agreement. The additional Security Deposit shall remain valid for a period of 10 (ten) years from the date of signing of the Agreement, plus an additional 60 (sixty) days.

- 2.1.5 The validity period of the Bid Security shall not be less **than 180 (one hundred and eighty) days** from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7 In case the Bidder is a Consortium; the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member.
- 2.1.12 The Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the

prescribed forms making due provision for incorporation of the requested information.

- 2.1.13 Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification.
- 2.1.14 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.15 The Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.
- 2.1.16 This RFP is not transferable.
- 2.1.17 Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

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

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

A Bidder may be a Company registered under the Companies Act or an equivalent law outside India, Society, Limited Liability Partnership or any other body corporate whether private entity or State-owned entity, competent to contract under the law and charter of its incorporation, acting in its individual capacity or as a Member of Joint Venture.

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

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

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

in the Subject Person; and

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

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

Explanation:

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

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

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

paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

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

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges and agrees to obligations as may be contained in the Contract Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement and dealt with as such thereunder.
- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected

Bidder, as the case may be. In the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project (if applicable), it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Agency. In such an event, notwithstanding anything to the contrary contained in the Contract Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise.

- 2.3.3 No member of the consortium shall exit or transfer its shareholding, rights, or responsibilities under the agreement before the completion of the contract period, except under extraordinary circumstances and with the prior written approval of the Authority.
- 2.3.4 Any request for exit must be formally submitted to the Authority at least 90 days in advance, along with valid justification. The remaining consortium members must demonstrate their ability to fulfil the contractual obligations without disruption. The Authority reserves the right to approve or reject such a request based on the project's operational and financial considerations
- 2.3.5 If a consortium member exists without prior approval, the entire consortium may be held jointly and severally liable for any resulting financial or operational losses. The Authority may terminate the contract or impose penalties, including the forfeiture of Performance Security and other security deposits.
- 2.3.6 If an exit is approved, the consortium must propose a replacement entity meeting the original eligibility criteria within 30 days of approval. The new entity shall assume all rights, obligations, and liabilities of the exiting member. The Authority has the sole discretion to approve or reject the proposed replacement.

2.4 Number of Bids and costs thereof

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

2.5 Site visit and verification of information

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

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:
 - (i) made a complete and careful examination of the Bidding Documents.
 - (ii) received all relevant information requested from the Authority.
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above.
 - (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 here in above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 here in above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Agency;
- (vi) acknowledged that it does not have a Conflict of Interest; and
- (vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

2.7.3 If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Least Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Least Bidder/ submit their Bids in accordance with the RFP; or
- (ii) If the L2 Bidder is unable to match the price quoted by the least Bidder, the tender should be refloated.
- (iii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.7.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8 Contents of the RFP

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

Request for Proposal

Volume 1: Bid Document

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

Appendices

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

Volume 2: Contract Agreement

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

2.9 Clarifications

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

2.10 Amendment of RFP

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

reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

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

2.12 Format and Signing of Bid

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

2.13 Documents comprising Technical and Financial Bid

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

Technical Bid

- (a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to VI and supporting certificates/documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III.
- (c) If applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.
- (d) If applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (e) Copy of Memorandum and Articles of Association, if the Bidder is a corporate body, and copy of its partnership deed if the Bidder is a partnership.
- (f) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.
- (g) Copy of BID Security of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** submitted through the online portal only.
- (h) Copy of Proof of payment of **Rs. 35,000/- (Rupees Thirty Five Thousand plus GST)** towards cost of Bid document.
- (i) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by the Authority and amendments uploaded, if any.
- (j) A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Govt Ministries / Departments have not been banned.
- (k) The proposal of the Experience Enhancement Activities along with the investment proposed to execute these activities has to be the part of the Technical Bid and Bidder is required to submit the same.

Financial Bid

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

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

- 2.13.2 The Bidder shall submit the following documents physically:

- (i) Original Power of Attorney (PoA) for signing the Bid as per format at Appendix-III.
- (ii) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.
- (iii) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-V.
- (iv) Bid Security of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** through online portal with Unique Transaction receipt or any other relevant document.
- (v) Copy of Proof of Payment of online payment of Cost of Tender Document of **Rs. 35,000/- (Rupees Thirty Five Thousand plus GST).**
- (vi) An original hard copy of the Technical Bid as uploaded on the procurement portal should be submitted by the Bidder.

- 2.13.3 The documents listed at Clause 2.13.2 above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification:

“Bid for selection of Agency under **Challenge Based Destination Development (CBDD) Scheme under Swadesh Darshan 2.0** for Development, Operations, Maintenance and Management of Tourism Experience: “Orchha A Medieval Splendour 2.0”. and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

- 2.13.4 The envelope shall be addressed to one of the following officers and shall be submitted at the respective address:

Attn. of: Managing Director, Madhya Pradesh Tourism Board (MPTB)
Address: Madhya Pradesh Tourism Board,
6th Floor, Lily Trade Wing (Above D Mart), Jehangirabad, Bhopal, Madhya Pradesh 462008
E-mail address: psbaghel.mptb@mp.gov.in

- 2.13.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- 2.13.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.14 Bid Due Date

- 2.14.1 Bids should be submitted online through e-procurement portal www.mptenders.gov.in on or in accordance with the Schedule of Bidding Process in Clause 1.4 and Documents listed at Clause 2.13.2 of the RFP shall be physically submitted in accordance with the Schedule of Bidding Process in Clause 1.4 at the address provided in Clause 2.13.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.13.4.

- 2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10.2 uniformly for all Bidders.

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

2.15 Late Bids

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

2.16 Procedure for e-tendering

2.16.1 Accessing/ Purchasing of Bid documents

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

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

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

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

2.17 Modifications/ Substitution/ Withdrawal of Bids

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

2.18 Correspondence with the Bidder

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

D. EVALUATION PROCESS

2.19 Opening and Evaluation of Bids

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

2.20 Confidentiality

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

2.21 Examination Regarding Proposal Being Responsive to the Requirements

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

- (ix) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.3(vi).
- (x) Technical Bid contains proof of online payment of Rs. 35,000/- (Rupees Thirty Five Thousand only) towards cost of Bid document.

2.21.2 Right to Reject Non-Responsive Proposal

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

2.22 Technical Evaluation

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

2.23 Financial Evaluation

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

2.24 Proprietary Data

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

2.25 Rejection of Bids

- 2.25.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.25.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3. BID SECURITY

3.1 Bid Security

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

4. CRITERIA FOR EVALUATION

4.1 Eligible Projects

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

A. **Category 1: Owned and/or operated, maintained and managed functional project / experience in heritage tourism sector** for at least 1 years as following:

- (i) One project having cost of at least **Rs. 16 Cr.** over the past 5 (Five) financial years (FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date.

or

- (ii) Two projects having cost of at least **Rs. 6 Cr.** each over the past 5 (Five) financial years (FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date.

B. **Category 2: Development of project/experience in heritage tourism sector** as following:

- (i) One project having cost of at least **Rs. 16 Cr.** over the 5 (Five) financial years (FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date.

or

- (ii) Two projects having cost of at least **Rs.5 Cr.** each over the past 5 (Five) financial years (FY 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date.

Relevance: The submitted projects must include similar components as mentioned in the DPR of the Project such as Heritage Tourism destination development/ restoration/upgradation, cityscape redevelopment, development, heritage precinct or street development, Heritage Restaurants/café, Souvenir shops, Interpretation Centres, QR Code based feedback mechanism, Integrated Website for multiple uses integrated with payment gateways, etc.

The Authority's decision regarding the relevance of the Project submitted by the Bidder shall be final and binding on both parties.

4.2 Minimum Eligibility:

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

- a. **Technical Capacity:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date., have

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

- b. **Financial Capacity:** The Bidder shall have positive Net Worth (the “Financial Capacity”) as on 31st March 2025

Note: FY of the Financial Year (FY) of the Government of India and its agencies begins on 1st April and

ends on 31st March. “FY” before a calendar year denotes the year in which the Financial Year starts, e.g., FY 2018-19 begins on 1 April 2018 and ends on 31 March 2019.

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

Note: In case of Joint Venture:

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

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

- (i) the entity claiming experience should have held, in the company owning or operating the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed.
- (ii) the entity claiming experience shall, during the last over the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date, have
 - (i) paid for development of the project (excluding the cost of land), and/ or
 - (ii) collected and appropriated the revenues from users.
- (iii) For a project to qualify as an Eligible Project under Category 2, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date and only the payments (gross) actually made or received, as the case may be, during such 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 16 Crore (Rupees Sixteen Crore only) in case one project is submitted for eligibility and not less than Rs. 5 Cr. (Rupees Five crore only) each in case two projects are submitted for eligibility shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

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

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

4.3 Evaluation of Bids

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

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

4.4 Technical Evaluation

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

Development, Operations, Maintenance, and Management of “Orchha A Medieval Splendour 2.0”

Sn	Parameter	Max Marks
A	1. Experience in Category 1 as per Clause 4.1.1- Operated and maintained of project/experience in heritage tourism sector a. Each project cost at least Rs.16 Cr. – i. Completion of successful O&M period atleast 1 year after completion of projects- 5 marks ii. Completion of successful O&M period atleast 2 years after completion of projects- 10 marks (Maximum 2 projects will be considered) Or iii. Each project cost at least Rs. 6 Cr. i. Completion of successful O&M period atleast 1 year after completion of projects- 2.5 marks ii. Completion of successful O&M period atleast 2 years after completion of projects- 5marks (Maximum 4 projects will be considered)	20
	2. Experience in projects eligible under Category 1 under Central/State Government departments, Public Sector undertakings (PSUs) Each project under the category shall be given 5 marks (Maximum 1 project will be considered)	5
	3. Experience in projects eligible under Category 1 under UNESCO World Heritage Site. <ul style="list-style-type: none"> If project/experience is operated and maintain at UNESCO World heritage sites at least 01 year – 05 marks. If project/experience is operated and maintain at UNESCO World heritage sites at least 02 years – 10 marks. (Maximum 1 project will be considered)	10
	4. Annual revenue from the project being operated and maintained in Govt. Sector under Central/State Government departments, of Rs. ≥4 Cr. In last 1 year. (FY 2024-25)	5
B	Experience in Category 2 as per Clause 4.1.1 Development of project/experience in heritage tourism sector over the 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date. a. Each project cost at least Rs.16 Cr. – i. Each project with cost of at least INR ≥16 cr- 5 marks per project - Maximum 2 projects will be considered under the aforementioned point ii. Each project having cost of at least INR ≥ 6 cr -2.5 marks per project Maximum 4 per project shall be considered under the aforementioned point	20
	<i>Note: If the bidder has submitted the same project experience for both Category 1 and Category 2, the project will be evaluated under both categories, and marks will be awarded separately for each.</i>	
C	Turn over: Marks shall be given for turnover in following manner. Average annual turn-over should not be less than Rs 5 Cr (Rupees five Crore only) during the last 5 (Five) financial years (FY 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date. ≤ 5 Cr. ----- Nil >5 Cr to 9.99 Cr ----- 5 Marks >10 Cr ----- 10 Marks	10
D	Proposed Design & Implementation Plan	30

	<p>The Bidder shall submit the proposed design and plan as per Appendix I (Annex-VI) covering the following aspects:</p> <p>a. Conceptual clarity and understanding of context in which the Authority operates in general with CBDD objectives, Business Operations Plan including financial model, Resource Deployment Plan and future strategic direction towards the Project. (10 Marks)</p> <p>b. Design & Aesthetics (to include variations as per the concerned authority) (5 Marks)</p> <p>c. Case studies of similar projects completed under Category 1 and Category 2 (5 Marks)</p> <p>d. Innovative alteration or addition to the project based on understanding of the site and DPR components (5 Marks)</p> <p>e. Case Study of the projects under Category 1 and/or Category 2 at UNESCO World Heritage Sites and if CSR Funds are also brought and used for development, operation and maintenance of the project (5 Marks)</p>	
	TOTAL MARKS	100

Note: Activities proposed under 4.4.1 D (d) shall be evaluated subject to:

1. No additional time for completion is proposed.
2. The value of the proposed investment.
3. The proposal of the Experience Enhancement Activities along with the investment proposed to execute these activities has to be the part of the Technical Bid and Bidder is required to submit the same.

4.5 Shortlisting of Technically Qualified Bidder

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

4.6 Financial Evaluation and Selection of Bidder

- 4.6.1 In the second stage, the financial evaluation will be carried out as per this clause.
- 4.6.2 Bidders shall quote the **Project Cost** (the “Project Cost”) payable by the Authority to the Bidder and the **Annual Fee** (the “Annual Fee”) offered by a Bidder to the Authority for award of the Contract. For financial evaluation, the **Total Project Cost** and **Annual Fee** indicated in the Financial Proposal as per Appendix-II, will be considered.
- 4.6.3 The **Project Cost** shall be paid by the Authority to the Agency during Phase I of the Contract Period as per the Scope of Work and payment milestones specified in Clause 6.7.
- 4.6.4 The **Annual Fee** payable by the Agency to the Authority during Phase II of the contract period, shall be due and payable within 15 (fifteen) days of the commencement of an Accounting Year. Provided that the Annual Fee for the first Accounting Year shall be paid within 15 (fifteen) days of occurrence of the COD. The final amount of Annual Fee shall be deposited into the designated Escrow account owned and operated by the Authority for expenditure or disbursement as per policy.
- 4.6.5 (A) The financial bids and proposals of the shortlisted Bidders as per Clause 4.5 shall be evaluated in accordance with the **Bid Value** computations provided below.

$$\text{Bid Value} = \text{PC} - (\text{Y} \times \text{AF})$$

PC: Project Cost

Y: Numbers of years proposed for Phase II as defined in Clause 1.1

AF: Annual Fee

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

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

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

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

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

T = 30%, and

P = 70%

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

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

- (i) Least of the Project Cost quoted by the Tie Bidders, else.
- (ii) Highest Annual Fee quoted by the Tie Bidders, else.
- (iii) Whosoever the Bidder with highest technical score shall be declared as a selected Bidder in case the decision does not happen in accordance with (i) and (ii) as above,

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

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

5. FRAUD AND CORRUPT PRACTICES

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

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

6. SCOPE OF WORK

6.1 Background

- 6.1.1 The scope of work will broadly include development of various spaces, activities, Museums, interpretation, visitor facilities and infrastructure at Orchha (Niwari district) with support in investment from MPTB for execution and revenue sharing in operation and maintenance thereof till the period of 10 (ten) years in accordance with the terms and conditions of RFP and the Agreement. The Selected Bidder shall carry out development as per applicable laws and regulations and conceptual designs, specifications and locations outlined in the approved DPR. The Bidder can collect appropriate user charges from the users using the Project in consultation with MPTB.
- 6.1.2 The bidder is expected to retain the heritage character of the buildings, sites and proposed amenities as per architectural character outlined in the Toolkit which shall be provided by the Competent Authority.
- 6.1.3 The main approach of the project shall retain the heritage character and significance of the sites across Orchha. There by using the approach of minimum intervention, compatible materials and replacing like with like, while upgrading the building for structural strength and services. Any new construction to also follow external character to merge into the existing Heritage setting, be reversible if in the proximity of protected monuments or heritage zones.
- 6.1.4 Major Components of the Project include the following:

A. Tourist Experience Centre for Destination Management

- a. The scope of work includes creating an immersive Tourist Centre and Hunarshala for Orchha a state-of-the-art facility that brings the history, culture, and legends of Orchha to life using interactive and multimedia technology besides providing a centralised space for dissemination of information and facilitation near Topchi ki Haveli building and gardens. The building would be built in a hybrid construction using local materials for finished surfaces and a structural steel framework, complete with pitched roof, etc.
- b. The structure includes an Immersive Interpretation Centre for orientation of the visitors regarding various touchpoints of Orchha and providing an in-depth history of the region. The scope also includes procurement installation, commissioning and testing of equipment and/or machinery and the operation and maintenance thereof, including branding, promotion and ticketing of the premises, developing exhibitions and publications to promote and run the Museum in the period of agreement.
- c. Scope also includes design, procurement and installation of a set of kiosks for making booking for different activities, understand the visiting hours, means of transport available for the visits, tours or special attractions, etc.
- d. Scope of work extends to procurement, manufacture and installation of Hunashala areas including training workshops, craft demonstration, sale and purchase areas. This space is to be built as a combination of open and built areas to enable direct interaction between the visitors and artists or trainees, providing ample opportunity for interchange of ideas, and purchase of craft-based goods made by the craftspeople.
- e. The project also includes construction of an OAT on the site as per design, along with landscape. The scope also includes planning of training, group workshops, hands on demonstrations of various crafts, conduction of *haat bazaars* or fairs and for performing arts.
- f. The scope also includes construction and maintenance of landscaped areas and public amenities of toilets.

B. Design, development and maintenance of Visitor Entry Plaza

- i. Scope of work includes Arrival and Entry Plaza on both sides of Moat (in Parking and Citadel) including Parking, Seating and Drop-off and Paving, QR Codes for Tickets.

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- ii. The scope of work includes development and construction of Entry Plaza at Experience Centre as per design, to serve as visitor holding area, equipped with kiosks, retail areas, viewpoints, seating, and a multifunctional activity space.
 - iii. The scope also includes provision of paved access for walking and movement of E-rickshaws, pedestrian access, seating areas, signages, lighting, DMO office, tourism office and charging kiosks for the EV as per the DPR designs.
- C. Hop-On Hop-Off Services for Tourist: A Hop-On Hop-Off Service for Visitors has been proposed for the city. This would run in 3 separate loops using 10–12-seater electric buses and e-rickshaws. This is to enable clean means of public transport in the city, taking load off the street required by private vehicles, ease the effort of the visitors who have to walk during high visitor footfall days since vehicular traffic is prohibited inside the city. The scope of work includes procurement, adaptation of theme-based transportation and running the same in designed loops. The service should be designed to provide a holistic way of experiencing the city, through a single pass covering travel during the day, all information should be available on-board including ticket booking through QR codes and integrated audio guides to help people experience and interpret the city more comprehensively.
- i. The scope included procurement, design and running of the HoHo service using 6 travelers and 20 plus e-rickshaws, in three closed loops through the city. The route to be provided as a continuous loop, with designated stops at important sites as per provisions in the DPR. The total loop time is estimated at 45 minutes. The service to provide vehicles running at regular intervals (every 15-20 minutes), allowing tourists flexibility.
 - ii. Two loops are to be designed inside the city using the 10-12 seater travelers.
 - iii. A closed loop with E-rickshaw to be provided inside the Citadel complex, connected with the parking via the Bridge Plaza and the Main access road from Ram Raja Temple via Kantila Darwaza leading from Adhwara Bridge.
- D. Orchha City Experience (Heritage Streetscaping): Design and execution of a holistic architectural character in the city in line with Bundela historic precincts under the Street Façade Upgradation using approved Toolkit.
- a. This component's scope of work includes upgradation of surface render of walls, unifying the colours used throughout the city using a common colour palette, using common signages, text sizes and typography, awnings, shop-front upgradation, etc.
 - b. The scope includes, design, procurement, and construction of new pavement/pathway and repair of existing pavement/pathway along the identified streets.
 - c. The scope includes design, procurement and installation of street furniture and public amenities including benches, dustbins, street signages, street illumination, etc.
 - d. It is proposed to kick start a series of festivals during the implementation of the project in the first year to set in course a tradition of continuing the festivals each year thereafter. The scope includes design, execution and running of a set of these events in the calendar year. Some of the proposed events that are recommended in the DPR include:
 - Orchha cultural festival (to be conducted once in two years) focused on promoting Bundeli Culture including dance, music, literature, cuisine, crafts, and destinations;
 - Orchha Ramleela Festival: a 3-day festival during Dussehra focused on reviving local

Ramleela performances at various locations through the city, thereby engaging local public as well as tourists other than the pilgrims.

- Orchha Folk Festival: a 2-day event highlighting the folk crafts, performing arts, literature, poetry, etc. held at different locations in the city. Performers from local training groups, invited guests from other cities and a host of publications could be used to promote the traditional crafts of Bundelkhand.

E. Digitization interventions:

- a. The tourist touchpoints are proposed to be centrally connected to an APP based interpretation portal through QR code. Providing these codes in signages across the city at strategic locations, as well as in the public transport systems. The scope of work includes development, design, execution and maintenance of content for a web-based platform and app integration.
- b. The scope of work includes development, design, execution and maintenance of an integrated website to cater to the needs of various visitor types visiting the city. The website to provide access to booking for various destinations in and around Orchha, information and booking for accommodation, activities (boating, light and sound show, trails), live darshan for temple activities, purchase of craft products and *prasaad*, etc.
- c. Scope also includes design, development and creation of content for a detailed 360deg view of all listed sites as per DPR providing a virtual tour of some of the significant sites in Orchha, integrated into the website.

F. Skilling interventions

- a. The scope of work includes designing and conducting training of Tourist Guides, Help Desk personnel, male and female personnel in all sectors, Surveyors, IT personnel for mobile application.
- b. The scope also includes designing and providing training for Certification course for Local Guide, Refresher course for Local Guide/ Tourist Escorts, Sensitization workshops for local citizens, Food vendors and local craftspeople, Travel and Tour operator's workshops, Hospitality training of registered Homestay owners, Safe tourism training, etc.

G. In addition, the scope also includes creation, design, operation and management of any additional events or activities within the premises under the project for enhancement of visitor experience or value addition to the project, with written permission from the authority.

6.1.5 Project Objectives

A. Madhya Pradesh Tourism Board (MPTB), intends to implement theme-based Heritage walks, along the identified heritage circuits and nature trails revealing the city's rich architectural treasures, its culture, traditions, rituals, customs and natural resources.

B. Through this, State Implementation Agency aims to:

- a) Enhance Visitor Experience: Provide a seamless and engaging experience for tourists through various services and facilities. The main objective is to develop and upgrade the facilities contributing to visitor experience in Orchha without compromising its Heritage character and values.
- b) Promote Local Artisans: Create a platform for local craftsmen to create, showcase and sell their products, as well as have a central space for demonstrating their craft.
- c) Improve Accessibility: Facilitate easy movement for tourists to explore key attractions in Orchha.

d) **Preserve Heritage Character:** Develop guidelines to maintain the historical integrity and aesthetic appeal of Orchha's streetscape. The project also aims to establish a design language for amenities, street furniture, visitor facilities etc. complementing the heritage of Orchha, so that the design language can set an example to be used in other upcoming projects in Orchha too. Therefore, the scope also includes designing and implementing the unique Orchha City Experience (as per toolkit design) for Heritage streetscaping.

e) **Digitization:** Other important objectives are to help implement innovations like QR-code based provisions for Interpretative signages, landscaping components and provision of a comprehensive online resource like a website for visual understanding and interpretation of the sacred geography of Orchha.

6.2 Features

- (i) **Original Proposal** – Conceptual, site specific design and drawings of the Project are provided by the Authority as part of the DPR. The Agency shall use the base conceptual design to assess best delivery of tourist experience through this project in line with the desired intent of the project experience.
- (ii) **Modification to the Proposal:** The Agency will be allowed to propose modification to the site-specific layout without any major reduction in the total built up area of components such as buildings, driveways, pathways, landscape areas, parking areas and other activities as proposed in DPR etc. The modification with intent to enable operational efficiency, upward revision in specifications with better options, alignment with market requirements, enhancement of tourist experience, enabling equal or better service standards would be considered for approval by the Authority. However, no additional project cost would be allotted against the proposal in case of a deviation increase in cost thereof.
- (iii) **Future Expansion Area** – Designs, Site specific drawings and engineering drawings of the future expansion area (if any) to be done by Agency as approved by the Authority.
- (iv) **The revenue generation** shall be from the rentals, tickets, events, parking, proceeds of sale of food items, retails and items such as advertisement, brand sponsorship, etc. The sale costs and other tariffs shall be determined by the Agency as driven by market forces, wherever not specified. For essential services upper ceiling for the sale cost and other user charges shall be as prescribed by the Authority [Authority to provide table of Upper limit for user charges for essential service]. In addition, activities and events may be planned, operated and maintained in certain locations under the project to generate revenue with written permission from the Authority.
- (v) **Annual Fee** to be paid to the Authority during the contract period starting from Commercial Operation Date (COD). The Annual Fee shall be increased 7% annually above the quoted first year Annual Fee compounded annually, till the completion of the Contract Period and as spelt out in clause 6.2 (vi) herein below. The Annual Fee for the first year shall be quoted excluding taxes in financial quote. The Taxes will be applicable as per prevailing law.
- (vi) **The total contract period** is for 10 years plus maximum of 10 months period (Phase 1: Design and Development Period) for all construction activities including as mentioned at Clause 6.4.1. and Experience Enhancement Activities proposed under 4.4.1. D (d) if any.
- (viii) **Contract Renewal:** The Authority may consider renewal of the contract on the same terms and conditions for additional period of 10 years in 2 (two) terms of 5 (Five) years each based on satisfactory performance during the initial contract period of the agency.
- (ix) **First right of refusal:** For avoidance of doubt, it is further clarified that the Agency shall have the first right of refusal to accept or refuse another term of 10 (ten) years contract on conclusion of the first contract period.
- (x) **Commercial Advertising:** The successful bidder shall be provided with opportunities for their

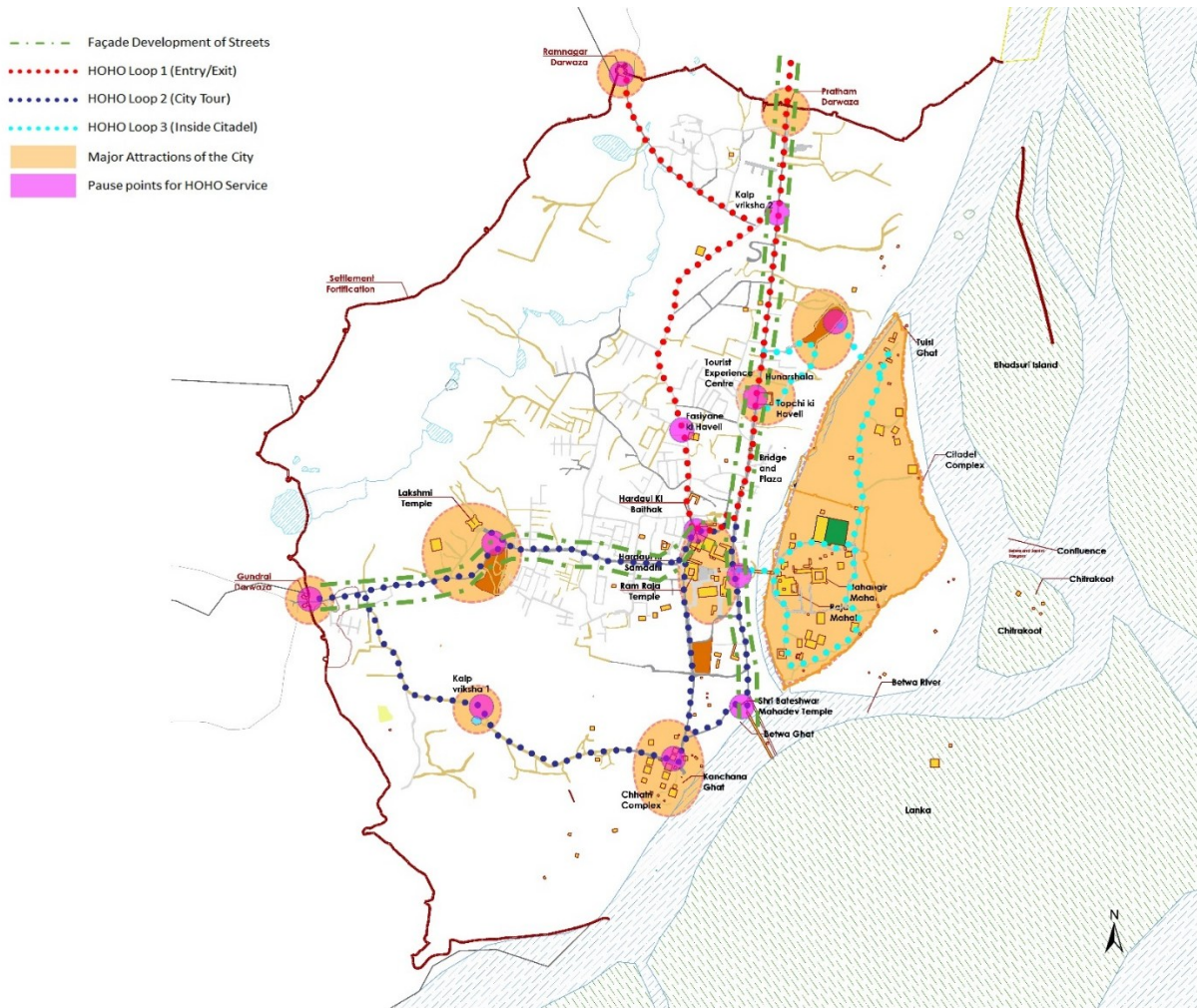
brand promotion in lieu of their CSR/investment initiatives under the programme subject to approval by the Approval by Competent Authority and conformity with Applicable Laws overall project aesthetics. Provision shall be made for installation of plaques at suitable development site to facilitate acknowledgement of the Bidder's name.

- a. The provision for installing promotional materials for the Successful Bidder shall be made at the sites of amenities that are provided or developed by them within the premises of respective site or heritage precinct without damaging, disfiguring or obstructing the view to monuments within or outside the site. The design of the promotional material shall be in compliance with these guidelines.
 - b. Bidder shall be acknowledged on a common plaque, designed as per Toolkit and approved guidelines. The plaque shall be installed at the location as decided by the Competent Authority within the premises of the respective heritage sites/ Monument.
 - c. **Mandatory Requirements for Promotional Material**
 - The size of plaque or any other promotional material shall not exceed 12”X36” at the ticket counter and 6”X18” at other amenities provided by the Bidder.
 - The font size of the text proposed to be used on the promotional material shall not exceed the font size used on Interpretation Panels, Signages and other installations of MPTB/ State Archaeology at the respective monument/ sites.
 - The plaque or the promotional material shall be made in wood or fiber board with wooden finish. The material can be changed with due permission from Competent Authority as per requirement (temporary displays, digital displays, etc.)
 - The colour of the text or graphic shall be in contrast with the background colour of the promotional material and shall need to be approved by the Competent Authority.
- (xi) **Revenue from Future Expansion (is any):** The space earmarked for future expansion if any, can be utilized for further development by the Agency after successful commissioning and operation of the project with prior approval from the Authority. The Agency can realize revenue generated from such future development in accordance with the terms of Contract.
- (xii) **Transfer of Project** to the Authority or any other agency designated by the Authority at the end of Contract period.
- (xii) **Delivery of Tourist Experience:** The Agency after completion of construction shall operate, maintain, and manage the tourist experience. However, unlike other facilities, the mode of operations for craftspeople, souvenir vendors, tour operators, food vendors etc. the charges or daily rentals to be levied to the occupants or tenants of such facility, shall be determined by the Agency in consultation with the Authority. For avoidance of doubt, it is clarified that the Craftspeople shall be provided the space on rotational basis as far as possible.

6.3 Project Location and Context

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

(i) Site Map: Components & City level interventions



(ii) General Description:

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

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

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

(iii) Connectivity:

There are two main axes in the town that link Orchha to the nearby cities. The Jhansi Road links Orchha with the cities of Tikamgarh and Jhansi along the north-south axis. The bigger villages surrounding Orchha, such as Gundrai and Ramnagar, are connected via the east axis. A bypass road keeps cars from accessing the town's historic core to enable tourist activity and diver traffic issues. According to a public study, the people who live in the town of Orchha commute every day on bicycles, in their own cars, and

on foot. In addition to the Jhansi-Tikamgarh route and the bypass road, a new national highway that passes through Orchha town and connects Ramnagar gate to Gundrai gate is being proposed. This projected route passes through Orchha's outer defence wall.

6.4 Scope of proposed work

The site currently faces a number of challenges, especially with respect to tourism which is one of the key sources of livelihoods in the city. The pandemic affected tourism worldwide, but this is especially evident in the visitor trend in Orchha. In order to rejuvenate the influx of tourists in the city, a host of activities and upgradations are to be added. The existing infrastructure and public amenities of the city are inadequate to support a large number of floating populations. There are issues with the stock of Bundela Heritage precincts in terms of physical condition of sites, inaccessibility of certain sites, poor interpretation and disjointed experiences of once combined structure or planning zones. Congested city centre with high footfall, vehicular traffic, lack of open areas or holding spaces for pilgrims and visitors, poor or missing basic amenities of toilets and drinking water, etc. the authenticity of experiences that project the rich heritage of Bundela kingdom in terms of lifestyle, art, architecture, food, etc. is missing. The narratives that visitors are exposed to are often incomplete or corrupted. The proposed interventions are targeted to deal with all the aforementioned issues.

The proposal for Tourist facilities for Heritage and Leisure activities addresses the following:

- Plugging in ongoing works under State Tourism and State Archaeology to complete experiences across sites, improve connectivity among the precincts restored and reused. Adding use to conserved sites like Barud Khana, Jahangir and Sheesh Mahal, etc.
- Improving access to sites, and within sites including universal accessibility, renewing areas in poor condition, connecting with pathways and clearly marked signages
- Upgrading signages and street furniture as per Toolkit design
- Providing interpretation at all locations. Technology based interpretation for improved access including QR based interface with multilingual portal, using web-based AR content to improve experience of individual sites and thematic overall walks, site experiences.
- Increased public amenities in heritage precincts across the city including new toilets, drinking water facilities, illumination, pedestrian walkways, benches, paved open spaces for movement and performances
- Inclusion of local community in activities, retail and cultural activities enhancing prospects of economic benefit for the residents of the towns
- Challenge Addressed at the Attraction:

Shortened Tourist Stays: The limited range of activities and cultural/spiritual experiences in Orchha often leads tourists to shorten their stays. Enhancing tourist activities in the city will extend their duration of stay at this site.

6.4.1 Phase I: Design & Development Period

(A) Minimum Development Obligation (MDO)

The Project Facilities are to be developed by the Bidder and funded as per Norms and Guidelines provided by the Ministry of Tourism, Government of India (GoI) & Government of Madhya Pradesh Building byelaws and regulations. The Bidder would be given the option to plan and design the facilities conforming to the applicable building byelaws and regulations/norms/standards/HUL/ MPPWD guidelines for respective project components including arranging approval from the competent Authority/any other agency designated by the Authority. Minimum area / Components / Activities of various components to be developed by the Agency, which will be funded by the Authority are enlisted below:

Sno	Monuments
A	Destination management
1	Tourist Experience Centre
1.1	Orchha Tactile Model
1.2	Tourist Centre for orientation of Orchha
1.3	Immersive Experience at Tourist Experience Centre
1.4	Booking Kiosk
1.5	Landscaping, Children Play area
1.6	Pink Toilet and Open Café
1.7	Services (HVAC, Fire Fighting, CCTV)
1.8	Lighting and Electrical
2	Hunarshala
2.1	O.A.T.
2.2	Craft Area for Artists with direct access for Tourist
2.3	Hands-on Workshop Area
2.4	Open area, Landscape court with Demonstration Area
3	Visitor Entry Plaza
3.1	Visitor Entry Plaza on both sides of Moat (in Parking and Citadel) E - Changing Station, Seating and Drop-off and Paving, QR Codes for Tickets
3.2	Services (Lighting and Electrical Works)
3.3	E - Changing Station, Seating and Drop-off and Paving, QR Codes for Tickets
4	Orchha City Experience Heritage Streetscaping (façade control along two Major Axes)
4.1	Street Façade Upgradation (Colour, Arches, Awning, Chajja, Railing/Parapet, Shop Signage)
4.2	New Pavement/Pathway
4.3	Repair Existing Pavement/Pathway
4.4	Street Furniture and Street Signages
4.5	Street Illumination
4.6	Festivals and Events
B	Green Tourism / Sustainability Interventions
5	Hop-On Hop-Off Services for Tourist
5.1	Traditional Themed Transportation (HOHO Buses 12-15 seater EV)
5.2	HOHO Bus Stop Signages and QR Codes
C	Digitization Interventions
6	Website and App Development
6.1	Website Design & integration of Live Features (Live Darshan, Prashad Vitran etc.)
6.2	Website Content Development
	(Tourist Experience Enhancement, 360-degree views for Attractions)
D	Skilling Interventions
7	Skill Development Training
E	Interventions to support Tourism MSME
8	Tourism MSME Training

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

(B) Design & Drawing:

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

- i. Prepare and submit Good for Construction (GFC) project drawings in conformity with the Scope of the Project, the technical Specifications and Standards, Applicable Laws and Good Industry Practice in such sequence as is consistent with the Project Completion Schedule.
- ii. All drawings prepared by the Agency for the execution of the temporary or permanent works, are subject to prior approval by the Authority before their use.
- iii. Any deviation/ modification required for the drawing as per site condition, Agency must submit the drawing and get the approval from the Authority before executing the work.
- iv. Submit all shop drawings and vendor specific details based on schematic drawings provided at tender stages.
- v. Within 45 (Forty-Five) days of the Project Commercial Operation Date (COD), the Agency shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and its editable digital format or in such other medium as may be acceptable to the Authority.

(C) Construction and Development of the Project

- a. Implementation of the Project, undertaking the development, engineering, procurement, and construction of the project as specified in the project completion schedule and in conformity with the specifications and standards set forth by the Authority including MPPWD manual/norms as applicable.
- b. Undertake the Mandatory Development Obligations / Minimum Development Obligations
- c. Execute construction in compliance with heritage conservation norms and environmental sustainability principles.
- d. If the Agency fails to achieve the Project Milestones (as listed in Clause 6.7 below), and the delay in execution of work is attributable to the Agency, the Authority shall retain an amount from the sums payable and due to the Agency as per following scale –
 - i. Slippage up to 25% in financial target during the milestone under consideration
— 2.5% of the work remained unexecuted in the related time span.
 - ii. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration.
— 5% of the work remained unexecuted in the related time span.
 - iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under consideration.
— 7.5% of the work remained unexecuted in the related time span.
 - iv. Slippage exceeding 75% in financial target during the milestone under consideration.
— 10% of the work remained unexecuted in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Agency shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded.

- e. In case the work is not completed within the stipulated period of completion along with all

such extensions which are granted to the Agency without penalty, the compensation/damages shall be levied on the contractor at the rate of 0.2% per day of delay limited to a maximum of 10% of Project Cost.

- f. If Agency completes the construction and development of the project before the end of construction period, the Agency will be incentivized by way of the waiver of payment of Annual Fee for earlier commissioning of the project which shall be calculated by dividing the quoted Annual Fee for first year by 12 and then multiplying with the number of months saved in the construction period.

Note: The first Annual Fee from the date of COD to 31st March to be paid on COD date and thereafter for every year Annual Fee should be paid on or before 30th April. After 30th April, 10% interest to be paid for delay in payments. If Agency fails to pay Annual Fee beyond 6 months, then agreement shall be terminated by the Authority.

The Authority shall increase the time period to deposit Annual Fee in case of covid or any other valid reason. In such case Agency is liable to pay 50% of Annual fee as penalty.

- g. Incentive shall be provided to the agency as per the MPPWD norms.

(iv) Monthly Progress Reports

- During the Construction Period, the Agency shall, within 7 (seven) days after the close of each month, furnish to the Authority a monthly report on progress of the Development Works

(v) Billing and Closure of Development Works

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

(vi) Other Requirements

- Arrange for and procure, all infrastructure facilities and utilities for the construction, and development of the Project, including procuring connection for and supply of electricity, water, gas, and other utilities as may be necessary or required for the Project. The Agency shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities. Safety and any other aspects compliance will be solely the responsibility of the Bidder / Agency.
- Employing technical personnel (of number and qualifications) as may be stipulated by the Client from time to time during the execution of the work.
- Prior to commencing the works, effect and maintain insurances (cover from the first working day after the Start Date to the end of Defects Liability Period)
- Commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Client, and complete them by the Completion Date.
- The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Agency.
- Undertake required survey and site assessment.
- Review of Drawings
- Construction & Procurement

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

(i) Operations and Management

a. Undertake the Operations and Management of the activities/components outlined under the Minimum Development Obligation (MDO), as specified in clause 6.5.1.(i).

b. Finance, Procure, provide, install, operate and maintain all equipment, furniture and/or fixtures within the Project Site (including, but not limited to, furniture, furnishings and items related to O&M such as kitchen equipment, or luggage scanner, etc.), which may be required for implementation of Scope of Work of the Agency including elements not funded by the Authority but essential for successful operation and management of the facility. Brief description of the activities is as under:

- Interiors, Furnishings, and Fixtures: This includes the design and setup of interiors of Interpretation centre, Tourist Experience centre, Hnarshala as well as the purchase and installation of furnishings and fixtures such as lighting, display, flooring, and decorative items and also encompasses the design and outfitting of spaces. It includes elements such as tables, seating, display cases, dioramas, sofas, workshop equipment, work desks and other necessary furnishings to create an aesthetic and functional environment.
- Indoor and outdoor seating: This includes selecting and installing suitable seating options that complement the overall design and ambiance of the site, ensuring visitors have a pleasant experience.
- General furniture: Any other general furniture items like guard room chairs, desks, etc. are also included in the minimum development obligation. These items are essential for storage and organization purposes, ensuring that the various facilities are well-maintained and organized.

Overall, these minimum development obligations are crucial for creating a welcoming and functional environment for visitors, ensuring that they have a memorable experience while visiting the site.

c. Promptly commence operations upon the Project Site(s), including the Project Facilities and Services.

d. Make efforts to maximize tourists handled to achieve optimal utilization of the Project Facilities and Services.

e. Ensure that the Project Facilities and Services shall adhere to the Operations and Maintenance Standards, Performance Standards and Safety Standards and there are safe, smooth, and uninterrupted flow of traffic normal operating conditions.

f. Make available all necessary financial, technical, technological, managerial, and other resources for operation, maintenance, repair and replacement of the Project Facilities and Services in a timely manner.

g. Ensure maintenance of proper and accurate record/data/accounts relating to operations of the Project Facilities and Services and the revenue earned therefrom.

h. Obtain, maintain, and comply with Applicable Permits and comply with the Applicable Laws including those relating but not limited to safety, health, environment, and labour.

i. Implement standard operating procedures for all departments.

j. Undertake such commercial activities as are permitted and in the manner contemplated under the O&M Agreement, Applicable Laws, and Applicable Permits, on Commercial Built-up Areas either itself or allot and grant the sub-license to any third party.

k. Collect user charges from ticketing sales, as well as from licensees of Commercial Built-up Area in the form of license fee, revenue share, security deposit, utility charges and any other form of service charges, parking revenue, advertisement rights, events, and commercial activities, etc.

l. Finance, provide additional services/ facilities to enhance the tourist experience or generate additional revenues with the prior approval of the Authority.

m. Hop-on-Hop-Off:

- Minimum of 6 (six) EV buses travelers (10-12 seater) to operate at any given point of time. For

loop 3, 10-20 E-rickshaws to operate in the citadel area and/or in the city taking into account factors like peak demand and route length during high footfall days like festivals.

- The total loop time is approximately 45 minutes, for Loop 1 and 2. Buses/ travelers to run at regular intervals (every 15-20 minutes), allowing tourists flexibility.
- Ticket for 24 hours to be provided per person. The ticketing to be facilitated through both kiosks at major spot including the Visitor Experience Centre and through QR based signages linked to the website.
- The facility to run for at least 16 hours (7am-11pm) to facilitate visitors. Hours may be extended for festival or heavy footfall days for modified prices.
- Bidder shall maintain a feedback portal dedicated to the facility to monitor its operation closely.
- Bidder has to arrange for standby alternate vehicle for 20% of its fleet (though liasoning with local vendors, operators) in case of increased footfall or breakdown of any of its vehicles.
- Bidder has to maintain highest standard of safety including regular maintenance, inspection, and driver training.
- The bidder will maintain the minimum maintenance standards, including regular servicing, repairs, and the ability to handle breakdowns efficiently.
- Bidder shall ensure Universal accessibility of this service at all places, bus stops, vehicle and ticketing kiosk.

(ii) Repair & Maintenance Requirement

- a. The Bidder shall, in consultation with the Authority, evolve a repair and maintenance manual for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice. Adequate funding should be made available for general repair and maintenance activities to ensure the ongoing upkeep of the facility. This encompasses routine maintenance tasks such as plumbing, electrical repairs, painting, and other necessary repairs to keep the site in good condition.
- b. The maintenance and performance standards as given in Clause 6.8 of this section cover only some of the minimum requirements for operation. The Agency shall operate, maintain and manage the proposed Project and allied facilities strictly conforming to the relevant Bureau of Indian Standards, the best industry practices. Whether the requirements are explicitly stated or not in the RFP documents, the Bidders must note the Client envisages and expects a high quality and standard facility in all respects from the Preferred Bidder, as the binding contractual obligation.
- c. Repair as necessary and maintain the Project Facilities and Services or any part thereof in accordance with the Scope of Work **to be undertaken on a regular basis.**
- d. Maintain a good environment, conducive to all tourism and leisure facilities. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- e. Perform maintenance on a routine and periodic basis.
- f. **Any specific works necessary under repair inside/outside or in the vicinity of heritage building or precinct, that require intervention into the historic fabric of the sites including restoration, conservation, change in design of fittings or historic fixtures, jaali, flooring, any wall mounted displays/ signages, plaster or surface finishes, paintings, etc. should be undertaken after written permission from the authority.**
- g. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.
- h. Remove promptly from the site all surplus construction machinery and materials, waste materials (including hazardous materials and wastewater), rubbish, debris (including, without limitation,

accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.

- i. Operation and maintenance of existing facilities upgraded or renovated under the project.

(iii) Safety & Security

- a. Make adequate security arrangements on the project premises for ensuring the Safety and Security of the visitors, staff, and the site's assets. This encompasses the installation and maintenance of security systems such as CCTV cameras, alarms, and access control systems.
- b. Additionally, funding will be allocated for hiring security personnel and providing them with the necessary training and equipment to effectively manage security threats. Measures such as regular security audits and the implementation of emergency response plans will also be funded to ensure a safe environment for all.

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

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

(v) Employment of Personnel

- a. The Agency shall employ qualified and skilled personnel required to operate the Project Facilities and Services. The terms of employment may be as deemed fit by the Agency and the Agency shall comply with all Applicable Laws and bear all costs in this regard. Without prejudice to the generality of this provision, all requisite approvals for employment of personnel of foreign origin or nationality shall be obtained by the Agency prior to engaging such personnel, however, it must be noted that the failure to obtain such approval shall not amount to a Force Majeure Event.
- b. All employees shall always remain the Agency's responsibility.
- c. Further, the Agency shall comply with the requirements of employing the existing personnel/ labour. Agency shall further endeavour to recruit local manpower as much as possible. All labour law compliance shall be that of the Agency alone.
- d. The Agency shall ensure that the manpower engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions and qualifications.
- e. At no point in time, the services at the Operational Built-up Areas at the Project Site shall suffer for lack of staff.
- f. Agency shall be responsible for the training and development of the human resources deployed.

This includes initial training to familiarize personnel with their roles and responsibilities, as well as ongoing training to enhance their skills and keep them updated with the latest industry practices.

- g. Agency shall provide necessary uniform to its staff / personnel deployed.
- h. Agency shall at all the times shall fund and maintain appropriate supply of the consumables required for the upkeep of the project facilities at all the times. Agency will fund and maintain the required inventory of the materials required for the smooth and uninterrupted operations of the project facilities.

(vi) Marketing & Promotion

- a. Make efforts to increase the number of international and domestic tourists.
- b. Develop an annual marketing plan – targeting domestic & international cruise Agency’s and tourists.
- c. Develop and regularly maintain a comprehensive web portal / website / mobile app for the project with ticket booking, details of facilities, event schedule, layout plan, tourist amenities, customer support, customer feedback / rating, FAQs etc.
- d. Publish articles / promotional advertisements in local and national print media for publicizing the project.
- e. Devise promotional marketing strategies and materials both digital and physical to promote the facility to attract more and more tourists / visitors. Promotional activities should also be done through various social media platforms.
- f. Tie-up with tour Agency’s, travel agents etc. to ensure more itineraries are planned with the project as one of the access points.
- g. Regularly publish advertisements at transit points and major tourism points to attract tourists.
- h. Marketing and Promotion – Make efforts to increase the number of international and domestic tourists.
- i. QR codes are widely displayed at all attractions of Orchha to access information about destination/ attraction, The Agency will implement the QR codes, which will be widely available for accessing destination information.

(vii) Feedback & Complaint Redressal

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

(viii) Other Requirements

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

6.4.3 Potential revenue sources

Sl no	REVENUE SOURCES	PROJECTED ANNUAL REVENUE (IN LAKHS)					
		Y1	Y2	Y3	Y4	Y5	Y6
1	HoHo service Tickets	Development Phase	50	60	70	75	90
2	Craft Workshops		6	8	10	12	15
3	Website advertising		100	120	130	150	180
4	Hoarding Ad		20	25	25	28	30

5	Rental from kiosks		5	6	7	8	10
Total			181	219	242	273	325

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

6.5 Estimated Project Cost

Estimated Project Cost is INR 20.16 Crore (excluding GST/ applicable taxes)

6.6 Proposed Timeline

- Phase I:** Design & Development & Implementation Period - Maximum 10 months
- Phase II:** Operations, Maintenance and Management Period – Minimum 10 years and any renewal granted in accordance with the RFP/Contract.

6.7 Payment and Progress Milestones

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

S.No	Mobilization Advance		Advance %	
1	Mobilization Advance of the accepted Estimated Project Cost against submission of Advance Bank Guarantee. The advance shall be recovered @25% from instalment subsequent to Mobilization advance.		10%	
S.No	Activities (A)		% of Project Cost Allocated	Project Milestones
A1	Tourist Experience Centre		20.84%	
	1.1	Orchha Tactile Model		5%
	1.2	Tourist Centre for orientation of Orchha including Booking Kiosk		40%
	1.3	Immersive Experience at Tourist Experience Centre		20%
	1.4	Landscaping, Children Play area		10%
	1.5	Services (HVAC, Fire Fighting, CCTV) + Lighting & Electrical		10%
	1.6	Pink Toilet and Open Café		5%
	1.7	Starting of Operation		10%
A2	Hunarshala		6.20%	
	2.1	O.A.T.		15%
	2.2	Craft Area for Artists with direct access for Tourist		40%
	2.3	Hands-on Workshop Area		25%
	2.4	Open area, Landscape court with Demonstration Area		10%
	2.5	Starting of Operation		10%
A3	Arrival and Entry Plaza		4.85%	
	3.1	Plaza on both sides of Moat (in Parking and Citadel)		35%
	3.2	Services (Lighting and Electrical Works)		15%
	3.3	E - Changing Station, Seating and Drop-off and Paving, QR Codes for Tickets		30%
	3.4	Starting of Operation		20%
Orchha City Experience: Heritage Streetscaping				

A4	4.1	Street Façade Upgradation (Colour, Arches, Awning, Chajja, Railing/Parapet, Shop Signage)	58.55%	45%
	4.2	New Pavement/Pathway		10%
	4.3	Repair Existing Pavement/Pathway		10%
	4.4	Street Furniture and Street Signages		10%
	4.5	Street Illumination		15%
	4.6	Festivals and Events		5%
	4.7	Starting of Operation		5%
B1	Hop-On Hop-Off Services for Tourist		7.50%	
	5.1	Traditional Themed Transportation (HOHO Buses 12-15 seater EV)		65%
	5.2	HOHO Bus Stop Signages and QR Codes		10%
	5.3	Starting of Operation		25%
C1	Website and App Development		8.32%	
	6.1	Website Design and integration of Live Features		10%
	6.2	Website Content Development		25%
	6.3	360-degree views for Attractions		45%
	6.4	Audio Guided Systems for Attractions QR based App for Tracking and Online Feedback Mechanism		10%
	6.5	Starting of Operation		10%
D1	Skill Development Training			
	7.1	Development of Training Programme		40%
	7.2	Conduction of the programme		60%
E1	Tourism MSME Training			
	8.1	Development of Training Programme		40%
	8.2	Conduction of the programme		60%

Progress Monitoring (B)		
Sr. No	Work Details	Time period
1	Work under A3, A4, partial A2, A1	1/4th time allowed
2	Work under partial A1, A2; B1, C1, E1	1/2 of time
3	Work under A1, A2	3/4th of time
4	Complete	End of development time

The payment shall be released after satisfactory inspection conducted by the Authority. The Selected Bidder shall raise bills to the Authority in accordance with the payment schedule mentioned in the contract. An indicative list of items covered under the construction works is attached as Annexure IX. Proportionate progress of quantum of work against proportionate time allotted for the activities as per work plan shall be used to determine the progress of the project. In case of short-fall or delay in progress shall be liable to penalty as specified in Clause 6.5.1. (C).

Note: In case any of the components are developed and operational before the end of project execution phase (10 months), any revenue generated from such components shall not be liable for Premium Payment (which begins only after Phase I completion) towards the client, and shall be seen as the Bidder's profit.

6.8 Development Specifications and Standards

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

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

6.8.1 Site Development related specifications

The Agency should maintain and operate auxiliary site infrastructure including landscaping, internal road network, pathways, rainwater, storm water and parking areas and other public utilities / amenities within the site.

6.8.2 Signage

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

- Identification Signage
- Information Signs,
- Directional Signs
- Dos and Don't s
- Facility Signs
- Museum Display signages, etc.
- Other Signs.

6.8.3 Parking Area

- i. The agency shall be responsible for operations and management of the facility.
- ii. All parking spaces shall be paved to withstand vehicle loads and forces due to frequent acceleration and deceleration of vehicles. Parking bays/ lots shall have proper cross slopes and drainage. They shall be marked with paint as per Indian Standards to demarcate parking and circulation space.

6.8.4 Commercial spaces/ area permitted under the Project.

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

6.8.5 Support Facilities and Amenities

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

6.8.6 Fire Fighting Facilities

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

6.8.7 Facilities for Physically Challenged Persons

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

6.9 Maintenance & Performance Standards

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

Note: Agency will submit the working plan including number of projection mapping shows mentioned under Clause 6.4.2 i (m).

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

6.9.1 Maintenance Manual

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

Without prejudice to the provision of this clause, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

6.9.2 Maintenance Programme

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

- a. Preventive maintenance schedule.
- b. Arrangements and procedures for carrying out urgent repairs.
- c. Criteria to be adopted for deciding maintenance needs.
- d. Intervals and procedures for carrying out the inspection of all elements of the Project.
- e. Intervals at which the Agency shall carry out periodic maintenance.
- f. Arrangements and procedures for carrying out safety-related measures; and
- g. Intervals for major maintenance works and the scope thereof.

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

The Agency may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in this Clauses 6.10.1 and 6.10.2 shall apply *mutatis mutandis* to such modifications.

6.9.3 De-commissioning due to Emergency

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

The Agency shall re-commission the Project/Project facilities or the affected part thereof as quickly as

practicable after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Agency to re-commission the Project and shall notify the Authority of the same without any delay.

Any decommissioning or closure of any part of the Project and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

6.9.4 Maintenance Standard

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

- i. Perform maintenance on a routine and periodic basis.
- ii. Provide functional facilities that:
 - Meet the experience requirements.
 - Have an environmentally acceptable atmosphere for users of the facility.
 - Ensure the safety of the visitors; and,
- iii. Maintain a good environment in the site conducive to all tourism and leisure facilities. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- iv. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.

The Agency shall remove promptly from the Project Site all surplus construction machinery and materials, waste materials (including hazardous materials and waste-water), rubbish, debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.

6.9.5 Maintenance Works

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

Description	Required Level	Facility/ Equipment
Power supply, Electrical Installations, Electrical Equipment.	Standby power arrangements shall be made for all necessary amenities No loose, open, un-insulated wiring in any of the areas. Switch Boards, Electric Meters should be enclosed in the boxes and accessible to only authorized persons.	Standby power supply by DG sets shall be ready to be operated and should be available on a 24 x 7 (hours) basis.
Natural and Mechanical Ventilation and Illumination	Shall meet the required illumination level as specified in the IS Code and NBC.	Any disruption to mechanical ventilation, if provided, shall be rectified within 24 hours. Arrangements for natural ventilation like skylights ventilators, shafts etc. shall be cleaned once every week.
Public Conveniences	100% Toilets and Urinals should be Functional	Repair and maintenance of sanitary fixtures, lavatories etc. Removal and replacement of damaged sanitary fixtures and lavatories if required
Fixtures	100% fixtures should be functional	Electrical and Plumbing fixtures maintenance or replacement

Drinking Water (Water Coolers)	Once / Day	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.
Signage	Cleaned Once / day. Max. 5% Damaged signage	All Information Signage and Display Boards shall be visible, legible and functional
Interpretation centre (physical)	Cleaned Once / day. Max. 10% Damaged display	Digital displays including touch screens, projected displays, etc. equipped with functional lighting and operational
Fire Fighting Equipment	checked and refilled every 6 months	All firefighting equipment (Fire extinguisher and fire alarm system) shall be visible, legal and functional
AR/VR Content/ signage	Checking once every three months Max 5% damage or malfunction	Legibility of codes for AR/VR Content, functioning of the App based content including image quality, user experience, and device performance to be optimum (metrics of field of view (FOV), resolution, refresh rate, latency, and visual comfort)
Website	Monthly checking of functioning of website including citing and fixing of any bugs	Key metrics to include load speed, uptime, response time which should be optimal
HoHo Service	Weekly Health checkup of all vehicles Cleaned twice/ day. Max 15% damage or malfunction	Key metrics to frequency of operation, cleanliness, promptness of repair, ease of booking

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

Maintenance of Circulation Areas shall include the entire housekeeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for accessories like fans, lighting arrangements, fittings, fixtures, temporary and permanent exhibition items, etc. in these areas. Restoration or repair related to Heritage Building should be governed as per ‘clause 6.4.2 (ii) c & f above.

6.9.6 Performance Standards Intent

- i. The performance levels define the level at which the proposed facilities are to be maintained and the proposed facilities are to be maintained and the operation and maintenance of the facilities and the site environment. Failing to meet the specified performance level may attract penalty.
- ii. The obligations of the Agency in respect of Maintenance requirements shall include:
 - Maintaining Site environment to cause minimum disturbance to the environment,
 - Ensure that the facilities are operational and rectification of the defects and deficiencies within the minimum time,
 - Ensure that the fixed parameters provided in this RFP are abided by at any time during the

Concession Period.

- iii. Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justify more time for its repair or rectification as compared to the time specified herein, the Agency shall be entitled to additional time in conformity with good industry practice. However, the Agency shall get prior approval from the Client or authorized Representative, for such additional requirements of the time.
- iv. Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the project poses danger to the life and property of the users thereof, the Agency shall promptly take all reasonable measures for eliminating or minimizing such danger.

6.9.7 Routine Maintenance Performance Standards

Sn.	Serviceability Indicator	Required Maintenance Level / Service Level	Permissible Time Limit for repairs/ rectifications
A	Experience		
1.	Power supply, Electrical Installations, Electrical equipment shall be functional	-	Any disruption in power supply shall be rectified within six hours. Standby power supply by DG sets shall be ready to be operated and should be available 24x7 (hrs) basis
2.	Natural and Mechanical Ventilation and Illumination for multi-storey parking, if any, shall be functional	-	Any disruption to mechanical ventilation, if provided, shall be rectified within 24 hours. Skylights, ventilators, shafts etc. shall be cleaned once every week
3.	Boundary Wall shall be without any Damage/ Breach	-	Any damage/ breach to the boundary wall shall be rectified within three (3) days after their detection
4.	There shall be no standing water on the pavement surface, walkways, wall walk, landscape no water logging in the centre	-	Immediate measures to be taken and waterlogging should be cleared within four hours
5.	Repair and maintenance of sanitary fixtures, lavatories etc. Removal and replacement of damaged sanitary fixtures and lavatories if required Public Conveniences	100% Toilets and Urinals should be Functional	Toilets, urinals bathrooms shall be demarked with suitable signboards. These should be kept clean and hygienic and cleaning shall be done at least twice daily.
6.	Power Supply, Electrical Installations/ Equipment and Plumbing fixtures maintenance or replacement	100% fixtures should be functional	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Client or its authorised representative

7.	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition. All drinking water chambers shall be clean and functional	Once / Day 100% drinking water chambers shall be functional at any given point of time	These shall be cleaned daily; Water supply shall be on 24x7 (hrs) basis. Drinking water quality in all the seasons shall be as per WHO standards.
8.	All Information Signage and Display Boards shall be visible, legible and functional	Maximum 5% number of damaged signage and boards at any given point of time	These shall be cleaned once in a week. Damaged signage and boards shall be replaced, repaired within seven days of their detection
9.	Dustbins, spittoons etc. shall be clean and functional at routine as well as during events.	100% Dustbins, spittoons shall be functional at any given point of time.	The dustbin shall be emptied after every six hours or earlier if it is full or if creates a foul smell in the neighbourhood.
10.	Seating Arrangements shall not be damaged	100% seating arrangement shall be in working condition	Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that they are firmly fixed/ grouted to the platform with the base.
11.	Staircases shall be clean and functional. Housekeeping (including cleaning services, sweeping, mopping) of all the premises including. compound area, landscaped area and pathways all the time including events / VIP visits etc. Cleaning of External surface including façade, external building surface etc.	- At least 2 Times / Day and should be 4 Times /Day on special occasion like events /VIP visits. Once every two weeks	The staircase shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within three days after detection.
12.	Illumination (Lighting) shall be functional	To meet the required illumination level as per national standards	The ventilators, skylights, etc. serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level
13.	Open Air Theatre Housekeeping (including cleaning services, sweeping) of all the premises including seating, landscaped area and pathways all the time including events / VIP visits etc. Repair of External surface including façade, steps etc.	At least 2 Times / Day and should be 4 Times /Day on special occasion like events /VIP visits. Once every month	The OAT shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within three days after detection.
14.	Defects in Electricity gadgets like bulbs/ lampshades/ wiring/ etc.	-	Temporary measures within 4 hours, permanent restoration within 7 days,

15.	Defects in all other utilities like water supply/ tap/tap connections/ pipe/ sewerage and drainage pipes/ tanks & overflow/ glasses/ window panes/ all other building furniture	-	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on the nature and intensity of work required.
16.	Telecommunication and Networking System shall be functional	-	Temporary measures within 8 hours, permanent restoration within 3 days
17.	Experience Website: Project Website uptime for online booking, project details. QR-Based Feedback Mechanism: Operational QR code for Feedback Resolution of Customer Complaints or action on customer feedback (Operational QR code for Complaints) Marketing and Promotion: Advertisement in Print and Electronic media	100% >90% Positive Feedback Within 7 days of complaint Minimum 1 per month in each	In case of nonfunctional website/ QR Based feedback, kiosk and any other software related activity etc. The issue should be resolved within 3 days
18.	Water tank shall be clean and functional all the time	-	Water tank shall be cleaned and disinfected every month (by the usage of approved chemicals) to ensure that no inorganic sedimentation takes place.
19.	Fire Fighting Equipment	checked and refilled every 6 months	All firefighting equipment (Fire extinguisher and fire alarm system) shall be visible, legal and functional

6.9.8 Periodic Maintenance Performance Standards

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

Sn.	Periodic Renewal Activities	Time Limit for renewal
1	Repainting of furniture, signage's delineators, markings etc.	Minimum once in a year
2	Repainting of Buildings and all other structures	Minimum once in three years
3	Repainting of carpentry work like joinery, doors, windows, ventilators, wooden furniture etc. in the offices, cabins, booths etc.	Minimum once in three years
4	Resurfacing of Pavement	Routine repairs every year and pre-mix carpet every fourth year. In case the pavement is of Rigid type, no periodic renewal would be required except cleaning & filling of joints
5	Mechanical Equipment	Minimum once in a year as per manufacturer's installation, operational and maintenance instruction manual

6	Electrical Equipment	Minimum once in a year as per manufacturer's installation, operational and maintenance instruction manual
7.	Illumination and Lighting in Monuments/ sites/ Streets	Minimum once in six as per manufacturer's installation, operational and maintenance instruction manual
8.	Experience Website/ QR based feedback/ soft wares as required for various equipment/ activities including CCTV / Façade Lighting etc.	Should be updated/ upgraded as per the manufacturers/ supplier's recommendation or to meet the requirement of providing world class experience to the tourists / visitors.
9.	Fire Fighting Equipment	Checked and refilled every 6 months
10.	Events and training	Regular calender to be developed for long term implementation beyond the duration of the implementation of project

6.9.9 Key Performance Indicators for Operations & Management

Sn.	Parameters	Performance Indicators
1	Experience	To remain operational 16 hours a day throughout the year as per the nature of experience and as mutually agreed upon with the authority.
2	Registration Office, Administration	To remain operational 16 hours a day throughout the year.
3	Information System Displays	To remain operational 24 hours a day throughout the year.
4	Toilets	To remain operational 24 hours a day throughout the year.
5	Water Supply	To remain operational 24 hours a day throughout the year.
6	Parking Area	To remain operational 24 hours a day throughout the year.
7	Electricity Supply	To remain operational 24 hours a day throughout the year.
8	Telecommunication and Networking System, Project Website, CCTV etc. including related software	To remain operational 24 hours a day throughout the year.
9	Standby Diesel Generators Sets	Standby diesel generators set to supply power to the Project facilities must be available 24 hours a day, throughout the year in case of disruption or breakdown in power supply
10	Maintenance Office	This shall remain open for 16 hours a day and throughout the year
11	Security	To remain functional 24 hours a day throughout the year Appropriate fencing of the Site with lighting and security shall be provided to ensure that there will be no encroachment on the Site
12	OAT	Shall operate daily/ as per schedule The bidder shall mobilize minimum one nos. of staff to operate the venue effectively on a daily basis for the complete duration of the contract with approval from Competent Authority (for competency of the staff).

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

6.9.10 Monitoring of Operation and Maintenance

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

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

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

6.9.11 Inspection

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

6.9.12 Remedial measures

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

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

6.9.13 Reports of unusual occurrence

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

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

6.10 Team Structure

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

7. MISCELLANEOUS

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

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

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

8. FORMS OF BID (APPENDICES)

Appendix-I: Technical Bid for Pre-qualification

Letter Comprising the Technical Bid for Pre-qualification.

(Refer Clause 2.13.1)

Dated:

To,

Mr. _____

Managing Director

MPTB, Bhopal

Madhya Pradesh

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

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation, maintenance and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document.
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

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

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

18. I/ We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
19. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
20. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Contract Agreement.
21. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 6.4.2.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. [...] (Rupees) and the Aggregate Experience Score is (in figures) (in words).
24. I/ We offer a Bid Security of Rs [...] (Rupees only) to the Authority in accordance with the RFP Document. The Bid Security has been submitted through online portal.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
26. We agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.
27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

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

Place: Name and seal of the Bidder/ Lead Member

Appendix-I

Annex-I: Particulars of the Bidder

1. General Information

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

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

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

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

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

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

- (iv) In case of a Consortium:

- (i) The information above (i-iii) should be provided for all the Members of the Consortium.
- (ii) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3 (vi) should be attached to the Bid.

- (iii) Information regarding the role of each Member should be provided as per table below:

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

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

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

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

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

Appendix-I

Annex-II: Technical Capacity of the Bidder

(Refer to Clause 4.2 of the RFP)

Sn.	Name of Project	Member Code	Project Cost (Capex)	Ongoing (Y/N)	Start of Operations (Mention Year)	Total Built up Area (in Sqft)
A	Category 1					
1						
2						
3						
4						
5						
B	Category 2					
1						
2						
3						
4						
5						

NOTE:

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

Annex-III-A: Financial Capacity of the Bidder

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

(In Rs. Crore[§])

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

Name & address of Bidder's Bankers:

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

Instructions:

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

¹ To further explain, Net worth is aggregate value of the paid-up 1% capital and all reserves created out of the profits and securities,

3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.3 (vi) of the RFP document.
4. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.1.4 of the RFP document.

premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

B. Certificate from the Statutory Auditor Regarding Turnover

(On the letter head of the Statutory Auditor)

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

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

Name of the audit firm:

Seal of the audit firm:

UDIN No.:

Signature:

Name:

Membership Number:

Designation:

Date:

Note:

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

Appendix-I

Annex-IV: Details of Eligible Projects

(Refer to Clauses 4.1 of the RFP)

Project Code:

Member Code:

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

1	Name of the Bidder	
2	Name of the Project	
3	Project Category	
4	Name of the Location	
5	Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	
6	Name of the Client & Address	
7	Name and Telephone Number of Client's Representative	
8	Estimated Cost of the Project (In Rs. Crores)	
9	Approximate Value of the Contract (In Rs Crores)	
10	Duration of the Assignment	
11	Date of Commencement of Project (month/ year)	
12	Project Description	

13	Description of the activities performed by the Bidder	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p>[Authorised Signatory]</p>		

Instructions:

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

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

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

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

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

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

Name of the audit firm:

Seal of the audit firm:

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

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

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

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

⁴ Refer Clause 3.2.6 of the RFP.

Annex-V: Statement of Legal Capacity

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

Ref. Date:

To,

Mr. _____

Designation

<Name of SIA>

Dear Sir/Madam,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

⁵ Please strike out whichever is not applicable.

Appendix-I

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

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

- a) Conceptual clarity and understanding of context in which the Authority operates in general and Swadesh Darshan 2.0 scheme objectives.
- b) Business Operations Plan: General operational details explaining roles and responsibilities, timelines and the scope of work to successfully operate the experience.
- c) Financial Model: Complete Financial Model/details regarding the Operation and Maintenance period including Annual Fee details.
- d) Future strategic direction towards the Project for Operation and Maintenance period.
- e) Design & Aesthetics: Ensure the design is aesthetically and functional and in line with the Authority's vision incorporating aspects of vernacular design, local materials, measures for safety and universal accessibility.
- f) Case studies: Case studies of similar projects involve detailed analyses of projects that have been successfully developed, completed, operated, maintained, and managed. These studies highlight best practices, challenges faced, and solutions implemented in similar contexts.
- g) Experience Enhancement Activities refer to additional initiatives proposed by the Bidder beyond the required Minimum Development Activities (MDO), undertaken at the Bidder's own risk and expense to improve the project's overall experience or value.

Appendix-I

Annex-VI (B): Experience Enhancement Activities

To be submitted by the Bidder at the time of Bid.

Appendix-II: Financial Bid for selection of Bidder

Letter comprising the Bid.

(Refer Clauses 2.1.3 and 2.13)

Dated: _____

To,

.....

.....

Sub: Financial Bid for the <Name of Project>

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the development, construction, operations, maintenance and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with Clause 2.2.1.2 of the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

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

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

17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Contract Agreement.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the site identified for the Project. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
21. I/ We offer a Bid Security of Rs..... (Rupees..... only) to the Authority in accordance with the RFP Document.
22. The Bid Security has been submitted through online portal.
23. The documents accompanying the Bid, as specified in Clause 2.13.3 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
25. The (i) Project Cost and (ii) Annual Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of costs and Revenue and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Contract Agreement till occurrence of Financial Close in accordance with the Contract Agreement.}
28. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement:
30. ***We have quoted a Project Cost as per the Bid Price Sheet uploaded online for undertaking the development of the project **excluding GST/ applicable taxes**. It is submitted that that Project Cost quoted does not include the cost of the Experience Enhancement Activities as proposed under clause 4.4.1 D (d). It is agreed that any such cost with respect to the Experience Enhancement Activities shall be borne by me/us.***
31. ***We have offered an Annual Fee **excluding GST/ applicable taxes** as per the Bid Price Sheet uploaded online to the Authority from the date of COD of the Project, which shall be increased 7% compounded annually as specified in the draft Contract Agreement.***

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead
Member

Appendix-III: Power of Attorney for signing of Bid⁷

(Refer Clause 2.2.2)

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

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

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

For
(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

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

⁷ To be submitted in original.

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

(Refer Clause 2.2.2)

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For

(Signature)

.....

⁸ To be submitted in original.

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

Appendix-V: Joint Bidding Agreement

(Refer Clause 2.2.3))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Role of the Parties

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

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

4. Joint and Several Liability

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

5. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained.
 - (ii) violate any Applicable Law presently in effect and having applicability to it.
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
 - (iv) violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of

its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

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

7. Miscellaneous

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

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

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

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

Notes:

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

Appendix-VI: Clearances

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

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

Below mentioned clearance are applicable as and when required.

Sn.	Clearance / Permit	When required?	Relevant Department	Timeline
	Development Permit	Before Land / Road Development	ULB / State PWD	30 days (as per State Building Bye-Laws)
	Building Permit	Before erection of building	ULB / State PWD	30 days as per State Building Byelaws)
	Development Certificate	After Land development but before building construction	ULB / State PWD	30 days (as per State Building Byelaws)
	Occupancy Certificate	After Building Construction but before occupation	ULB / State PWD	15 days (as per State Building Byelaws)
	Provisional NOC (if applicable)	Before Construction	State Pollution Control Committee/ ULB	1 week after receiving the project drawings
	Consent to Establish (if applicable)	Before Construction	State Pollution Control Committee / ULB	1 week after receiving the project drawings
	Consent to Operate	After Building Construction but before operation	State Pollution Control Committee& concerned departments like PWD & Revenue (Department)	5 days
	Clearance from Environment Dept (if applicable)	Before Construction	Department of Environment and Forest	30 days after receiving the approved project drawings

	Fire Clearance (if applicable)	Before operation	Fire Department/Police Department, State/ ULB	15 days
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Appendix-VII: Service levels with penal provisions

Sn	Service Area	Key Performance Indicator (s)	Minimum Service Level	Measurement of SLA Self (Record Keeping) Automated
1	Cleanliness and Hygiene	Routine housekeeping (inc. cleaning services, sweeping, mopping) of all the premises inc. campus landscaped area, interior rooms, pathways, parking, wall walk, light and sound show locations and event area during event/ exhibitions	At least twice /Day (As and when required) At the time of events/ VIP visits at least 4 Times/ Day (As and when required)	Automated* – To be verified (once a month) by an external agency. <i>*To be verified through CCTV Recordings</i>
2	Upkeep of Built Structures and allied infrastructure	Cleaning of external surface including façade, external building surface etc.	At least Once every Two Weeks (As and when required)	
3	Waste Disposal	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point	2 Times / Day and 4 Times/ event Day	
4	Pest Control	Disinfestation treatments	1 Time / Fortnightly	Self (Record Keeping) – To be by an external agency
5	Toilet Cleanliness	Cleaning of Toilets/ waste bins and disposing the same up to the main container or garbage collection point	Regular Cleaning with 1 Male attendant for Male Toilet and 1 Female attendant for Female Toilet and during events cleaning to be done as per requirements.	
6	Sanitary-Napkin Dispenser	Ensure 100% availability and functionality of sanitary napkin dispensers in public toilets.	Restocking and maintenance on daily basis.	
7	Signages	All information Signage and Display Boards shall be visible, legible and functional	>95% should be functional, cleaned regularly (As and when required)	Self (Record Keeping) – To be verified by an external agency
8	Advertisement LED Panel	LED screen maintenance or replacement	<5% Downtime	
9	Public Conveniences	Repair and maintenance of sanitary fixtures, lavatories etc. Removal and replacement of damaged sanitary fixtures and lavatories if required	100 % Toilets and Urinals should be Functional at all times.	

10	Fixtures	Electrical and Plumbing fixtures maintenance or replacement	100% should be functional at all times.	
11	Drinking Water (Water Coolers)	Regular cleaning, maintenance of water cooler and purifier. Repairing work if not in working condition.	At least once / Day and during events cleaning to be done as per requirements.	
12	International events	Number of International Events Organized	Minimum 1 event every year	Automated* – To be verified (once a month) by an external agency. <i>*To be verified through CCTV Recordings</i>
13	Regional/ National events	Number of Regional Events Organized	Minimum 4 event every Quarter	
14	Staff Obligations	Compliance with timely payment to the staff	Monthly	Automated
15	Safety	Incident response time (accidents, firefighting, emergencies, etc.)	Within 15 minutes	Self (Record Keeping) – To be verified by an external agency
16	Security	To remain functional 24 hours a day.	To be deputed as required for Project area and its components.	Automated* – To be verified (once a month) by an external agency. <i>*To be verified through CCTV Recordings</i>
14	CCTV	A closed-circuit system shall be strategically installed for general surveillance of the Project Facility.	100% should be functional	Automated* – To be verified (once a month) by an external <i>*To be verified through CCTV Recordings</i>
17	Experience Website	Project Website uptime for online booking, project details	100% should be operational	Automated – To be verified by an external agency
18	QR-Based Feedback Mechanism	Operational QR code for Feedback (Likert Scale)	100% should be functional and >90% +ve feedback	
19	Tourist Feedback	Resolution of Customer Complaints or action on customer feedback (Operational QR code for Complaints)	Within 3 days of complaint	
20	Marketing and Promotion	Advertisement in Print, Electronic media and social-media (Facebook, Instagram etc.)	For Advertisement is print and electronic media: Minimum 1 per month and for Social Media: Minimum 1 per week	
21	Mock Drills			

A	Fire Safety Drill	<p>1. Time taken to evacuate the building.</p> <p>2. Proper use of fire safety equipment</p>	<p>1. Minimum Service Level: 100% evacuation within 5 minutes. Frequency: Quarterly</p> <p>2. Minimum Service Level: 100% of participants correctly use the equipment. Frequency: Quarterly</p>	
B	Emergency Evacuation Drill	<p>1. Time to reach designated safe zones</p> <p>2. Clear and orderly movement during evacuation.</p> <p>3. Communication efficiency</p>	<p>1. Minimum Service Level: 100% of personnel reach safe zones within 3 minutes. Frequency: Twice a year</p> <p>2. Minimum Service Level: No instances of panic or injury. Frequency: Twice a year</p> <p>3. Minimum Service Level: 100% effective communication between teams during the drill. Frequency: Twice a year</p>	
C	Natural Disaster Drill (e.g., Earthquake, Flooding)	<p>1. Time to implement disaster response plan</p> <p>2. Employee safety compliance</p> <p>3. Functionality of emergency equipment (e.g., alarms, emergency lights)</p>	<p>1. Minimum Service Level: Disaster response plan is fully implemented within 10 minutes of the alert. Frequency: Once a year</p> <p>2. Minimum Service Level: 100% compliance with safety protocols. Frequency: Once a year</p> <p>3. Minimum Service Level: 100% of emergency equipment is functional during the drill. Frequency: Once a year.</p>	Automated – To be verified by an external agency
23	E-Vehicle	Vehicle Uptime: Percentage of time e-vehicles are operational and available for service on designated routes.	Target: 100% uptime.	

		Route Adherence: Percentage of trips completed according to scheduled routes and timetables.	Target: 100% adherence to routes	
		Maintenance Response Time: Average time taken to address and resolve maintenance issues.	Target: Issues resolved within 24 hours. Exemption may be allowed by DMC / State in the case of major fault which cannot be rectified in stipulated timeframe. Permission needs to be obtained with proper justification	
		Customer Satisfaction: Passenger satisfaction ratings specific to the e-vehicles.	Target: 90% or higher satisfaction score.	

Complaint/Penalty Structure for KPIs

A	Complaints related to hygienic conditions	Should be resolved in 24 hours	1.) If complaints are received in the range of 3-5 Nos and are not resolved in 24 hours, a penalty of Rs. 250.00 per day will be imposed. 2.) Subsequent Instances: Penalty increases to Rs. 1000.00 per day.
B.	Complaints related to operation and maintenance	Should be resolved in 48 hours	1.) If not resolved in 48 hours, a penalty of Rs 1000.00 per day will be imposed. 2.) Subsequent Instances: Penalty increases to Rs. 5000.00 per day. 3.) Severe and recurring Issues: imposition of a significant penalty as decided by the Authority.

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

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

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

Appendix-VIII: DPR Abstract and reference drawing