

REQUEST FOR PROPOSAL

FOR

Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)



March 2025

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ISSUED BY:

Madhya Pradesh Hotel Corporation Limited, which is a 100% owned subsidiary of The
Madhya Pradesh State Tourism Development Corporation Ltd.
Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

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DISCLAIMER

1. The information contained in this **Request for Proposal** document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by the Madhya Pradesh State Tourism Development Corporation Ltd (referred to as "**MPSTDC**") through Madhya Pradesh Hotel Corporation Limited (referred to as "**MPHCL**" or "**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. All terms if not specifically capitalised will contain the same meaning as would understood in the ordinary course of business in the context provided under this RFP.
2. The RFP contains brief information about the project for the **Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal as a minimum 5 star category Hotel on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)** (herein referred to as "**Project**"), by a private participant being the Selected Bidder / Concessionaire selected through a competitive Bidding Process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the formulation of their Technical bids (the "**Bids**" or "**Proposal**") pursuant for this RFP and for no other purpose.
3. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP.
4. 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 which may be sought specifically by each Bidder from the Authority in case of any conflict before any submission of any final Bid by the Bidder, and the Authority shall have the final right to provide or clarify on such information. Each Bidder understands that their acceptance and participation in the RFP is based on the information contained under this RFP which may be incomplete or incorrect unless clarified by the Authority and the Authority will not be responsible for any inaccuracy contained in this RFP.
5. 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 this RFP 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.
6. 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.

7. The Authority, its employees and advisors make no representation or warranty and shall have no liability towards any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with qualification of Bidders for participation in the Bidding Process. The Authority also herein unequivocally declares that it shall not bear or make itself subject to any liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.
8. The Bidders are prohibited from indulging or entertaining in any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid, directly or indirectly involving any personnel from the Authority or otherwise. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security. The Authority reserves the right to initiate action as per law against such Bidder or its officers, employees or any third party against any unlawful activity by any Bidder at any time after publication of this RFP.
9. 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.
10. Applicable Laws shall mean all laws, brought into force and effect by the Government of India ("GOI") or the Government of Madhya Pradesh ("GoMP") which means and includes all acts, rules, regulations, notifications, directives, policies and office memorandums, made thereunder, and includes all judgements, decrees, injunctions, writs and orders of any court, applicable or having an effect on this RFP, directly or otherwise, and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect in the Republic of India.
11. The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder/Concessionaire for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. The Authority is the sole final decision-making body to accept or reject any Bid at any stage.
12. 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, procuring opinion(s), 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 and will be exclusively borne by 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.

Authority	As defined in Disclaimer
Applicable Law	As defined in Disclaimer
Bid Due Date	As defined in Clause 2.13
Bid Validity Period	As defined in Clause 1.9.5
Bidding Documents	As defined in Clause 1.8.2
Bidding Process	As defined in Clause 1.9
Conflict of Interest	As defined in Clause 2.2. III
Consortium	As defined in Clause 2.2. I
Financial Capacity	As defined in Clause 2.2.1
Joint Bidding Agreement	As defined in Clause 2.2.4
Lead Member	As defined in Clause 2.2.4
LoA	Letter of Award
MPHCL	Madhya Pradesh Hotel Corporation Ltd
MPSTDC	Madhya Pradesh State Tourism Development Corporation Ltd.
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.1
O&M Operator	As defined in Clause 2.2
PPP	Public Private Partnership
Project	As defined in in the Disclaimer/RFP
ACF	As per Clause 7.8
Revenue Share	As per Clause 7.8
Lock-in-Period	As per Clause 2.3.3
Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
Site/Project Site	As defined in the RFP
Selected Bidder	As defined in the RFP
SPV	As defined in Clause 2.2.4
Technical Capacity	As defined in Clause 2.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein and be ascribed the meaning as per the context if not defined in this document.

NOTICE INVITING BIDS

I. Introduction

Madhya Pradesh State Tourism Development Corporation Ltd (referred hereinafter as **"MPSTDC"**), a company incorporated under the Companies Act, 1956 is the nodal agency in the State of Madhya Pradesh for implementation of tourism projects in the State, has the mandate to promote tourism in the state of Madhya Pradesh. As a part of the mandate the Madhya Pradesh State Tourism Development Corporation Ltd through its 100% owned subsidiary, Madhya Pradesh Hotel Corporation Limited (referred hereinafter as **"MPHCL"** or **"Authority"**) is taking up the project for **Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)** (the **"Project"**) and invites proposals [the **"Bid(s)"** from interested entities (the **"Bidder"** or **"Bidders"**, as the context may require) to submit their Bids for the **Project, as defined hereinabove.**

Madhya Pradesh Hotel Corporation Limited, a private limited company incorporated under the companies act, 1956 is a 100% owned subsidiary of MPSTDC, and is the Authority issuing the present RFP. Presently a hotel property is being run by the Authority and is functional on the subject Site, and the successful Bidder selected as the Concessionaire under the present RFP would undertake to demolish the present structures on the Site and thereafter plan, design, build and operate the envisaged Project as per the terms of this RFP. The entire area will have to be maintained and landscaped by the Concessionaire at its own cost for the entire duration of the Project. It shall be noted that the Concessionaire shall comply with the Applicable Laws including the applicable municipal laws or any other law which may be applicable towards the project including but not limited to the applicable Building Bye Laws and any other regulations issued from time to time by competent authorities or the Authority, all of which may be amended from time to time. The Project envisages Development, Operation & Maintenance and Management, the details of which have been mentioned in this RFP. The area details of the subject property are mentioned in the table as below:

Table: Project Site/MPT Lake View Residency Details

Area	Shyamala Hills, Bhopal
Location/Site	The subject property is located at Shyamala Hills, Bhopal, towards the eastern side of Upper Lake i.e., central region of Bhopal city. The subject location has many prominent government institutions and building. The prominent hospitality developments in vicinity of the subject site include Jehan Numa Palace, Ivy Suites, The Ten Suites etc. The subject micro-markets enjoys express connectivity via 24 m wide VIP Road (north) to the Bhopal Raja Bhoj Airport and other touristy places like Birla Museum, Sair Sapata, Interpretation Centre - Manav Sangrahalaya via 24 mts. wide Jehan Numa Palace Road.
Location Coordinates	Latitude: 23.243043872752793 Longitude: 77.38768911349595
Approach Road	24 mts. wide primary access road – Jehan Numa Palace Road
Site Boundaries	The subject property is surrounded by: <ul style="list-style-type: none"> North: Green Zone adjacent to Bhopal Upper Lake South: 24 mts. wide primary access road – Jehan Numa Palace Road East: Other's property West: Other's property
Land Area & Built-Up Area	The land area of the subject property admeasures approx. 7.16 acres while the total built-up area of the subject development admeasures

approx. 87,521 sq. ft. The demarcated map of Project Site is provided along with the Site Plan along with this RFP and marked as Appendix VIII .

I. A **"Single-Stage"** Bidding Process is to be followed for determining the Selected Bidder for the Project:

Step 1 – Qualification

The Bidders are required to meet the Minimum Eligibility Criteria, as set out in Section 2.2 of this RFP document.

Step 2 – Technical Evaluation and Shortlisting

The Bidders will be shortlisted who succeed in Step 1 above to qualify for the Project ("**Technically Qualified**" Bidder). Only those Bidders which achieve 70 Marks out of 100 will shortlist for Financial Evaluation Step 3.

Step 3 – Financial Proposal Evaluation

Final Selection of the Bidders as Selected Bidder would be confirmed basis the Financial Proposal providing the highest Gross Revenue Share Percentage towards the Project. It is clarified that the Financial Bid of only those Bidders would be opened, who are confirmed to be a Technically Qualified Bidder in Step 2.

- II. The project area shall be given on '**lease**' basis, where the concessionaire would undertake to demolish the present structures on the Site and thereafter plan, design, build and operate the envisaged Project as per the terms of this RFP. Please note, all Movable Items as designated in the List will be removed by the Authority withing 30 days from the Compliance Date (list will be subsequently uploaded via Addendum on MP Tenders Portal during the Pre-bid Meeting Stage).
- III. The Authority is now desirous of selecting a Bidder (the "**Selected Bidder**") through competitive bidding process in accordance with the procedure set out under this RFP. The Selected Bidder shall be responsible to Develop, Operate & Maintain and Manage the Project for a pre-determined concession period as mentioned in this RFP, through a Special Purpose Vehicle (SPV) which would necessarily be a private limited company incorporated as per the Companies Act, 2013 in terms of this RFP.
- IV. The Bidder may be an individual entity or a consortium of entities comprising of a maximum 3 (three) entities (an entity for this purpose shall mean and include, an individual, sole proprietorship, partnership firm, Limited Liability Partnership or a private or public company) in number.
- V. Complete Bidding Document comprising of the Request for Proposal Document, Draft Concession Agreement and Schedules to Draft Concession Agreement can be downloaded from e-procurement website i.e. <https://mptenders.gov.in/> (the "Online Portal") after completing the required user registration process and making an online payment of INR 10,000/- (Rupees Ten Thousand Only) excluding GST, as the cost of Bidding Documents through online payment gateway on the Online Portal.
- VI. The Bids must be submitted online at <https://mptenders.gov.in/> in the manner as set out in this RFP.

In case Bidders require any further information about the Project or need access to any other documents related to the Project, as available with the Authority or wish to visit the Project Site, they are requested to contact the following persons at the address given below, however, all costs concerning such aforesaid visit shall be solely borne by the concerned Bidder:

Managing Director

Madhya Pradesh State Tourism Development Corporation Ltd.

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Email: mdmpstdc@mp.gov.in / cs.mptb@mp.gov.in

Phone No: XXXX

- VII. The Technical Proposal and Financial Proposal are termed as "Proposal/s" in this RFP. The Authority shall not be responsible for any delay in receiving the Proposals and also reserves the right to reject/accept any or all Proposals without assigning any reason thereof.
- VIII. The Selected Bidder shall, prior to execution of the Concession Agreement (the "**Concession Agreement**"), incorporate as per the terms of this RFP, an appropriate Special Purpose Vehicle (the "**SPV**"), a private limited company as per the Companies Act, 2013 to execute the Agreement and implement the Project and such SPV (the "**Concessionaire**"), which shall in turn be responsible for Development, Operation & Maintenance and Management of the Project under and in accordance with the provisions of the Agreement.
- IX. A Contract (the "**Concession Agreement**" or the "**Agreement**") will be drawn up between the "Authority" and the "Concessionaire" pursuant to issuance and acceptance of LOA.
- X. The Bid shall be prepared in English language and all entries must be typed/written in blue/ black ink only. Initials of the Authorized Representative of the Bidder must attest all deletions and alterations made while preparation of the Bid.
- XI. The Authority shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the Project Site. MPHCL reserves the right to cancel, terminate, change or modify procurement process and/or requirements of bidding stated in this RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- XII. The Bids received in response to this invitation/ RFP shall be evaluated based on the Eligibility Criteria specified in this RFP document.

SECTION 1

1. INTRODUCTION

1.1 Background

The subject property is an operational hospitality development unit with total land area admeasuring approx. 7.16 acres located in Shyamala Hills, Bhopal. The subject micro-market unit enjoys connectivity via 24 m wide VIP Road (north) to the Bhopal Raja Bhoj Airport and other places like Birla Museum, Sair Sapata, Interpretation Centre -Manav Sangrahalaya via 24 mts. wide Jehan Numa Palace Road. The subject site also enjoys significant frontage along the Upper Lake. The breakup of the approx. total built-up area (Sq. Ft.) into the different components of the hospitality unit is as below:

Sl. No.	Area/ Component Description	Approx. Built Up Area (Sq. Ft)
1.	Hotel Main Building with 42 Rooms	65,664
2.	MOA Spa	5,607
3.	Swimming Pool	2,236
4.	Railway Platform Restaurant	4,046
5.	Railway Coach Restaurant	5,768
6.	Hot & Cold Restaurant	892
7.	Open Area	777
8.	Services	2,531
	Total	87,521

Note: The bidders shall undertake their own due diligence exercise to ascertain the actual built-up area at the subject site.

The scope of work will broadly include the development of the Project Site into a minimum 5-star category hotel and its Development, Operation & Maintenance and Management thereof in terms of Clause 7 of the Project Details under the Section 1.3 below, Terms of Reference and the Concession Agreement. The Selected Bidder shall Operate and Maintain the project site in accordance with the guidelines as prescribed in this RFP and the Draft Concession Agreement.

The Concessionaire shall take over the Project Site on 'lease' basis, where the concessionaire would undertake to demolish the present structures on the Site and thereafter plan, design, build and operate the envisaged Project as per the terms of this RFP. Concessionaire will be responsible to Operate & Maintain, Manage, Market, Provide relevant assets, Equipment, Faculty, Clearances/Approvals, Providing ancillary services and amenities related to a minimum 5-star Hotel conforming with relevant guidelines, rules and regulations and as per the guidelines of Ministry of Tourism, Government of India as amended from time to time and the terms of the Concession Agreement and Schedules hereof, at its sole cost and expense.

Note: Any form of subsidies for Tourism Projects granted under the Madhya Pradesh Tourism Policy (2025) shall not be applicable to this Project. Thus, Bidders shall not be allowed to avail such subsidies for development and operation of this project and have to make Bids accordingly.

The following factors shall be taken into consideration by the Selected Bidder while Developing, Operating & Maintaining and Managing the site area.

Key Factors for Considerations

- Compatibility with environmental laws for the Project and construction and aesthetic importance of the building should be contextual to its location and the water bodies located in the vicinity
- Maintaining proper safety and hygiene practices during operations at the Project Site.

1.2 Tourism sector remains a key contributor to the Indian Economy

The growing influence of the tourism sector as an economic powerhouse and its potential as a tool for development are irrefutable. Not only does the tourism sector spearhead growth, it also improves the quality of people's lives with its capacity to create large scale employment of diverse kind. It supports environmental protection, champions diverse cultural heritage and strengthens peace in the world.

Domestic tourism together with inbound tourism has emerged as a key driver of economic growth. In year 2023, India recorded Foreign Tourist Arrivals (FTAs) of 9.24 million (Jan-Dec) (Provisional) with a growth of 43.5% over same period of the previous year which account for Foreign Exchange Earnings (FEEs) of `2,31,927 crores (Provisional estimates) with a growth of 65.74%. Besides as per the data furnished by State/UT Governments and other information available with the Ministry of Tourism, there were 1731.01 million Domestic Tourist Visits (DTV's) all over the country during the year 2022.

1.3 Project Details

Sl. No.	Parameters	Details
1.	Project Title	Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)
2.	Project Scope (Refer Section 7 for details)	<p>This RFP is floated for selection of a Concessionaire for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode.</p> <p>The scope of work for the Project entails:</p> <ul style="list-style-type: none"> ❖ The Concessionaire will be required to undertake demolition of the existing structures/establishment at the Project Site as per Applicable Laws which include all and any environmental laws and regulations, municipal laws, Building Bye Laws and/or Development Control Regulations, as well as any other law applicable or concerning the Project and Project Site. ❖ Development of a minimum 5 star hotel (minimum 150 Rooms), Banquet & Convention facility of 1000 pax and ancillary facilities (only facilities as allowed under the Madhya Pradesh

		<p>Tourism Policy 2025) as per applicable development norms and regulations and in adherence to the standards of Hotel & Restaurant Approval Classification Committee (HRACC), Ministry of Tourism, applicable to a minimum 5 star category hotel facility or above.</p> <ul style="list-style-type: none"> ❖ Financing for development, operation and maintenance of the Project ❖ Undertake Operation & Maintenance of the Project for the Concession Period and transfer the property on Transfer Date. Transfer Date shall mean the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms of the Concession Agreement. ❖ Obtaining all requisite approvals as may be required for the demolition, implementation, operation & maintenance of the said Project. ❖ Compliance with all applicable rules, regulations, stipulations and guidelines as applicable and amended from time to time.
3.	Authority	Madhya Pradesh Hotel Corporation Limited (MPHCL)
4.	Implementation Format	Public Private Partnership (PPP)
5.	Concession Format	Design-Build-Finance-Operate-Transfer (DBFOT)
6.	Institutional Structure for Implementation	The Selected Bidder, shall undertake to incorporate a Special Purpose Vehicle (SPV) (the " Concessionaire "), a private limited company as per the Companies Act, 2013, prior to execution of the Concession Agreement that shall be exclusively responsible for the demolition, designing, engineering, financing, procurement, construction, marketing, operation, management and maintenance of the Project under and in accordance with the provisions of the Concession Agreement
7.	Term of the Agreement (Concession Period)	<p>The Concession Period shall be 60 (Sixty) Years from the Compliance Date which includes Three Years for demolition, construction/development operations on the Project Site.</p> <p>The Concession Period may be extended by a period of 10 years subject to terms and conditions as stipulated in the Concession Agreement and at the sole discretion of the Authority.</p>

8.	Minimum Development Obligations (MDOs)	The Minimum Development Obligation shall include development of a Hotel with minimum 150 Rooms (adhering to the minimum standards of at least a 5 star category hotel) with Banquet & Convention facility of 1000 pax and all ancillary and incidental amenities pertaining to Rooms, Restaurants, Banquet & Convention within 36 (Thirty Six) months from the Compliance Date as per the specifications provided in the Concession Agreement.
9.	Consortium	Maximum 3 entities (including the Lead Member) (an entity for this purpose shall mean and include, an individual, sole proprietorship, partnership firm, Limited Liability Partnership or a private or public company)
10.	Compliance Date	<p>The date of issuance of Certificate of Compliance after fulfilment of Conditions Precedent by both the Parties, i.e. the Authority and the Concessionaire.</p> <p>Compliance Date shall be achieved within 180 (One Hundred and Eighty) days of date of signing of Agreement, subject to extension as per terms of Article 4 of the Draft Concession Agreement.</p>
11.	Selection Process (Refer Clause 3.2 for details)	<p>A "Single-Stage" Bidding Process is to be followed for determining the Selected Bidder for the Project:</p> <p>Step 1 – Qualification</p> <p>The Bidders are required to meet the Minimum Eligibility Criteria, as set out in Section 2.2 of this RFP document.</p> <p>Step 2 – Technical Evaluation and Shortlisting</p> <p>The Bidders will be shortlisted who succeed in Step 1 above to qualify for the Project ("Technically Qualified" Bidder). Only those Bidders which achieve 70 Marks out of 100 will shortlist for Financial Evaluation Step 3.</p> <p>Step 3 – Financial Proposal Evaluation</p> <p>Final Selection of the Bidders as Selected Bidder would be confirmed basis the Financial Proposal providing the highest Gross Revenue Share Percentage towards the Project. It is clarified that the Financial Bid of only those Bidders would be opened, who are confirmed to be a Technically Qualified Bidder in Step 2.</p>
12.	Selection Method	A Technically Qualified Bidder whose Financial Bid has been opened and ascertained to provide the highest Gross Revenue Share would be selected.
13.	Financial Covenants	<p>Non-Refundable Bid Document Fee (Payable online): INR 10,000/-+GST</p> <p>Bid / Proposal Security: INR 3 Crore (Three Crore Rupees</p>

		<p>only)</p> <p>Performance Security:</p> <ul style="list-style-type: none"> ❖ The Successful Bidder will mandatorily furnish the Performance Securities before signing the contract in the manner as mentioned below: ❖ From the date of execution of the Contract till Transfer Date: INR 7.50 crores (Rupees Seven Crores Fifty Lakhs Only) with validity of 6 months beyond the Concession Period ❖ Note: Performance Security of Concession Period shall be renewed and escalated every 5 years based on WPI of every fifth year.
14.	Estimated capital expenditure (Estimated Project Cost)	Estimated capital expenditure: INR 150 Crore (Rupees One Hundred and Fifty Crores Only)
15.	Consideration to Authority	<ul style="list-style-type: none"> ❖ Annual Concession Fee (the "ACF") of INR 3 Crores increasing at a compounding rate of 5% p.a. excluding GST and any other taxes applicable from time to time. <p>Please note, all such taxes shall be paid in addition to (i.e. over and above) the ACF by the selected Bidder to the Authority. The first Annual Concession Fee (ACF) will be due and payable before the time of signing of the Concession Agreement. Subsequent ACF payments shall be made annually, on or before the same date each year, payable as a lump sum to the Authority.</p> <ul style="list-style-type: none"> ❖ Revenue Share – Percentage of Gross Revenue as quoted by selected bidder excluding GST and any other taxes applicable from time to time (subject to a reserve price of 3% of Gross Revenue for each financial year). <p>Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share by the selected Bidder to the Authority (subject to a reserve price of 3% of Gross Revenue for each financial year). Revenue Share payments shall be made annually, on or before 30th June of each year.</p> <p>It is clarified that the Revenue Share payments shall be ascertained basis the audited financials</p>

		certified by a chartered accountant as per the relevant 'Indian Accounting Standard' and be made annually, on or before 30th June of each year.				
16.	Success Fee	<p>❖ The selected Bidder shall pay the Success Fee as a percentage of the project cost to the consultant/transaction advisor appointed through "RFP for Appointment of State Level Project Monitoring Unit for Providing Transaction Advisory Services for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board" NIT No:5409/2023/Planning/MPTB dated 14.08.2023. In line with the RFP, the Transaction Advisor will receive a success fee as stated below;</p> <table><tr><th>Project Cost</th><th>Percentage</th></tr><tr><td>For the project cost more than or equal to Rs. 100 Crore</td><td>0.5% (of the total project cost)</td></tr></table> <p>The selected bidder shall be required to deposit the success fee to the Authority before signing of the Concession Agreement, i.e., within 60 days from date of issue of LOA. The said success fee shall form part of the pre-condition for the signing of the Concession Agreement.</p> <p>The considered project cost for the purpose of calculation of success fee shall be INR 150 Crores.</p>	Project Cost	Percentage	For the project cost more than or equal to Rs. 100 Crore	0.5% (of the total project cost)
Project Cost	Percentage					
For the project cost more than or equal to Rs. 100 Crore	0.5% (of the total project cost)					

1.4 Implementation Schedule

The Concessionaire shall undertake all necessary activities to build and completely operationalize the Hotel and the Banquet & Convention facility, including demolishing, procuring equipment, necessary civil work, marketing, etc., **within 36 months of Compliance Date** subject the terms of the Concession Agreement. "**Compliance Date**" means the date on which every Condition Precedent shall have been satisfied or waived in writing by the Parties and the Certificate of Compliance has been signed and issued by both the Parties as per the Concession

Agreement.

Project Schedule

S. No	Project Step	Timeline
1	LOA	T
2	Deposit of; <ol style="list-style-type: none"> 1. Performance Security 2. First Annual Concession Fee 3. First Annual Lease Rent 4. Success Fee 	T + 2 Months
3	Signing of; <ol style="list-style-type: none"> 1. Concession Agreement 2. Lease Deed 	T + 2 Months
4	Conditions Precedent	T + 8 Months
A	Submission of Inception Report	T + 2.5 Months
B	Submission of Detailed Project Report (Detailed Layout Plan) Authority Approval	T + 6.5 Months +15 Days
C	Submission of Good for Construction Drawings (GFC) Authority Approval	T + 7.5 Months +15 Days
D	Financial Close	T + 8 Months
E	Escrow Account	T + 8 Months
5	Issue of Compliance Certificate	T + 8 Months
6	Removal of Movable Items by MPSDTC from the Subject Site	T + 9 Months
7	Demolition & Construction of Subject Site	T + 45 Months
8	Commercial Operations Date	T + 45 Months
9	Concession Period	60 Years from Compliance Date (Extendable by 10 Years)

T – Date of issue of LOA

1.5 Key Terms

The following terms shall apply unconditionally to the Concessionaire:

- a) The Concessionaire shall hold lease title to the land and built-up area provided by the Authority along with its right of way for the period of Concession under the Concession Agreement.
- b) The Concessionaire shall develop / redevelop the Hotel as per Ministry of Tourism ("**MOT**") Guidelines with respect to a minimum standard of 5 star category hotel and in accordance with the Applicable Laws including the relevant environment, building bye laws and other regulations / laws applicable to the Project/Site in question.
- c) The Concessionaire shall earn Project Revenues/User Charges from the Hotel & Ancillary Facility
- d) The Concessionaire shall be responsible for obtaining all applicable permits, including building permits and other approvals required for development of the Project, at its sole cost and expense.

1.6 Bid Variable

- 1.6.1 Revenue Share shall be the Financial Bid Parameter. Revenue share shall be subject to a reserve price of 3% of the Gross Revenues as defined under the Draft Concession Agreement to the RFP ("**Gross Revenue Share/Revenue Share**").

Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share by the selected Bidder to the Authority. Revenue Share payments shall be made annually, on or before 30th June of each year.

1.7 Selection Method

- a. Final evaluation shall be done on the basis as explained hereinabove in Clause 1.3 above and other applicable clauses of this RFP.
- b. The Technically Qualified Bidder whose Financial Bid has been opened with the highest Gross Revenue Share shall be considered for awarding the Project. In case of a tie on account of the same Gross Revenue Share, the Technically Qualified Bidder having highest technical score will be selected. In case there is again a tie on the Technical Scores, then the Bidder having higher Net Worth shall be awarded the bid.
- c. Notwithstanding anything to the contrary contained in this RFP, Authority reserves the right to reject or annul the Bidding Process and/ or reject any Bid at any stage without assigning any reason. In the event that Authority rejects or annuls all the Bids, it may, at its discretion, invite all Eligible Bidders to submit fresh bids hereunder or inviting fresh bids altogether by issuing the RFP in the market.

1.8 Miscellaneous

- 1.8.1 MPHCL shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the due date specified in Clause 1.10 for submission of Bids (the "**Bid Due Date**").
- 1.8.2 MPHCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, to be set forth in the Concession Agreement and other documents that are provided or may be provided by MPHCL, as modified, altered, amended and clarified from time to time by MPHCL (collectively the "**Bidding Documents**").
- 1.8.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire to be set forth in the Concession Agreement or MPHCL's rights to amend, alter, change, supplement or clarify the scope of work and the license to be awarded pursuant to this RFP or the terms thereof contained herein. Consequently, any omissions, conflicts or

contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPHCL.

1.9 Brief description of Bidding Process

- 1.9.1 MPHCL has adopted a Single Stage Bidding Process for selection of the Bidder for award of the Project. All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Technical Qualification Criteria comprising of Pre-Qualification & Technical Capacity and Financial Capacity conditions ("**Technical Bid**") and bid price ("**Financial Bid**") quoting a Gross Revenue Share subject to a reserve price of 3% of the Gross revenues [Bid Variable] as defined in the Draft Concession Agreement. Please note, any applicable taxes shall be paid in addition to the quoted Revenue Share by the selected Bidder to the Authority.
- 1.9.2 In the first step, Technical Bid of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 2.19 and meet the minimum eligibility Criteria as set forth in Clause 2.2.1 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who are considered responsive i.e. who satisfy Clause 3.2 of this RFP will be opened and evaluated for the purpose of identifying the Selected Bidder for the Project in accordance with Section 3 hereof.
- 1.9.3 For participation in the e-tendering process the Bidders shall first register themselves on e-procurement website: <https://mptenders.gov.in/>. Upon registration the Bidders shall be provided with a User ID and a system generated password enabling them to submit their Bid along with Digital Signature Certificate (DSC). Bids to be submitted online latest by the dates as specified in the RFP, and specifically as per procedure laid down in Clause 2.11 to 2.16 herein. Bid submitted through any other mode shall not be entertained. Bids without digital signatures will not be accepted by the e-procurement system. The Instructions to Bidders (ITB) of the RFP document can be downloaded from the e-procurement website i.e. <https://mptenders.gov.in/> Complete Bidding Document comprising of the Request for Proposal Document (including ITB), Draft Concession Agreement and Schedules to Draft Concession Agreement shall have to be downloaded by the Bidders from the e-procurement website after making an online payment of **INR 10,000/-** plus applicable taxes (18% GST) i.e. **INR 11,800/-** (Indian Rupees Eleven Thousand Eight Hundred only), through online payment gateway, as the cost of the Bidding Documents. However, the above schedule is tentative. MPHCL reserves its right to modify the schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever to anyone. Furthermore, MPHCL reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the schedule shall stand modified and amended, as required.
- 1.9.4 The Bidders shall be mandatorily required to furnish information specified in this RFP. The Bidders are requested to visit the Project Site to familiarize themselves with the Project at this stage itself. The Bidders interested in visiting the Project Site are requested to contact MPHCL. The cost of Project Site visit shall be borne solely by the Bidders.
- 1.9.5 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in this RFP for submission of Bids (the "**Bid Validity Period**").
- 1.9.6 In terms of this RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security in the form mentioned in this RFP for an amount of **INR 3 Crore (Indian Rupees Three Crore Only)** (the "**Bid Security**"), refundable no later than 60 (sixty) days or for a time extendable by the Authority 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 pursuant to the provisions of the Concession Agreement. The Bidders will have to provide Bid Security online through e-

payment gateway of MP Tenders. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The scanned copy of Bid Security in the form of Online Payment Advice shall be uploaded online.

1.10 Schedule of Request for Proposal (RFP) Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Start date of Downloading of RFP document	25/03/2025
2.	Last date for receiving queries	19/04/2025 till 03:00 PM
3.	Pre-Bid Conference	21/04/2025 at 12:00 PM
4.	Start Date of Online Bid Submission	05/05/2025 From 05:00 PM
5.	End Date of Online Bid Submission/ Bid Due Date	26/05/2025 till 03:00 PM
6.	Opening of Technical Proposal	27/05/2025 at 03:00 PM
7.	Technical Presentation	To be informed
8.	Date of Opening of Financial Bid of Shortlisted Bidders	To be Informed
9.	Validity of Bids	180 Days from the Bid Due Date

SECTION 2

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 MPHCL wishes to receive Bids for selection of an experienced and capable Bidder for the Project who meets the Minimum Eligibility Criteria as mentioned in Clause 2.2.
- 2.1.2 The Financial Proposal of only the Technically Qualified Bidders shall be opened and evaluated.
- 2.1.3 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. MPHCL shall not be responsible or in any way liable for such costs or any other liability regardless of the conduct or outcome of the Bidding Process, which a Bidder may incur in the Bidding process.
- 2.1.4 For participation in the e-tendering process, the Bidders need to register themselves on the e-procurement website i.e. <https://mptenders.gov.in/>. On registration they shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital Signature Certificate (DSC)
- 2.1.5 Bids without digital signatures will not be accepted online on the e-procurement website i.e. <https://mptenders.gov.in/>. No Bid will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.

2.2 Eligibility of Bidder

I. The Bidder may be a single entity or a group of entities (a **"Consortium"**) comprising not more than 3 (three) members 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 a member of more than one Bid or be part of the Consortium with another Bidder. The term 'Bidder' used herein would apply to both a single entity and a Consortium. It is clarified that an O&M Operator becoming part of the Consortium specifically for the purposes of fulfilling only the Technical Eligibility, need not be required to own equity in the resulting SPV, if such Consortium is declared as the Successful Bidder. However, any such O&M Operator, which is part of the Consortium for the purposes of fulfilling the Technical Eligibility will need to additionally provide an undertaking as per **Appendix XI**.

***O&M Operator** shall mean an operator/firm/company with whom the resultant SPV in continuation of this RFP/Concessionaire has entered into an O&M Contract/Agreement, if any; O&M operator shall be responsible for the operation and maintenance of the Overall Project covering Project Assets, Project Facilities and the Project Infrastructure and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Agreement;*

II. A Bidder may be an Individual, Sole Proprietorship, Partnership firm, LLP under the Limited Liability Partnership Act, 2008 or a Company (Public or Private Ltd.) incorporated under the Companies Act 1956/2013 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing Statutes/ Acts. Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

III. The Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified summarily. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) A Bidder, or any of its Member (or any constituent thereof) and any other Bidder, its Member thereof (or any constituent thereof) have common controlling shareholders or other common ownership interest of more than 5% in the Bidders/Members of the Consortium; provided that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of Clause 2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-clause(a) 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 (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; a constituent of such Bidder is also a constituent of another Bidder; or
- b) Such Bidder, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder herein or has himself provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or a Member thereof; or
- c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) Such Bidder has a relationship with another Bidder, thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- e) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- f) Bidder shall be liable for disqualification if any legal, financial or technical adviser of MPHCL in relation to the Project is engaged by the Bidder or its Member thereof, as the case may be, in any manner for a matter related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. It is herein clarified that no one shall be possessed with any ground to retrospectively or otherwise challenge the Bidders appointment/qualification where such adviser is engaged after a period of twelve months from the date of completion of Bid submission.

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

2.2.1 To be eligible for detailed technical evaluation in accordance with Section – 3 (Criteria for Evaluation of Bids), a Bidder shall be required to fulfil the following minimum eligibility criteria for Pre-Qualification as below:

- I. The Bidder shall submit the Bid Processing fee and Earnest Money Deposit (EMD)/Bid Security as per the requirements of the RFP. Proof of the payments shall be attached as part of the technical criteria.
- II. The Bidder or any of the members of the Consortium should have minimum 5 years of experience since its registration / establishment, i.e. experience in either Development and Operation &

Maintenance/Management or Operation & Maintenance/Management of Hotels/ Resorts to be supported with adequate proof.

III. The Bidder should have a valid GST and PAN number

IV. The Bidder shall be ineligible if he has been debarred or blacklisted by any Central / State Government Department/Board/Corporation in India. An undertaking/Affidavit in respect of this shall be enclosed as per Appendix VI.

V. Technical Capacity:

During the last 10 (ten) years from the Bid Due Date, the Bidder or any of the members of the Consortium shall have:

Experience of Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 1 (one) Hotel/Resort having minimum 100 rooms with Project Cost over INR 100 Crores (Excluding Land Value) by the Bidder or any member of the Consortium

VI. Financial Capacity:

i. The Bidder (excluding the O&M operator) shall have an Average Annual Turnover of atleast INR 75 Crores in atleast 3 of the last 5 (five) Financial Years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24)

ii. The Bidder (excluding the O&M operator) shall have a Total Net Worth of atleast INR 37.5 Crores as on 31st March 2024.

iii. For the purposes of this RFP the term Net Worth means the following:

- a. **"Net Worth" for company** 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 and accumulated losses
- b. **"Net Worth" for Partnership Firm** would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
- c. **"Net Worth for Sole Proprietorship"** would mean: Total Assets - Total Liabilities

iv. In case of a Consortium, the combined Technical Capacity and Financial Capacity of all the Members of the Consortium, would be considered for evaluation; provided that the Lead or Consortium Members who are being referred for their Financial Capacity (necessarily excluding O&M Operator), will not dilute its equity in the SPV for a period of 10 (ten) years from the date of commercial operations of the Project; provided that the member of the Consortium if other than the Lead Member, acting only as an O&M Operator and being part of the Consortium only to comply with the Technical Capacity will not be mandated to hold equity in the SPV as per the terms of this RFP, but will execute a signed written O&M contract/agreement to comply and operate the Project for a period of minimum 10 (ten) years from the Commercial Operations Date upon formation of the SPV; provided further that the Lead Member of the Consortium shall hold not less than 51% of the subscribed and paid up equity of the SPV and each Consortium member other than the Lead member shall not hold less than 10% of the fully subscribed and paid up equity of the SPV till the completion of a period of 10 (ten) years from the **Commercial Operations Date**.

Note – For the purposes of this project, the evaluation criteria for Consortium Members shall be as per the following framework:

- The O&M Operator shall be evaluated solely on their Technical Capacity.
- All other Members of the Consortium (if any) shall be evaluated on both their Technical and Financial Capacity, including Net Worth and Turnover.

The Bidders shall be evaluated based on Detailed Technical Evaluation in accordance with Section – 3 (Criteria for Evaluation of Bids).

2.2.2 The Bidders shall enclose with their Bid, to be submitted as per the format at Section 8 (Annexures) and Section 9 (Appendix) and any other supporting document as stipulated in this RFP, including the following:

- i. Certificate(s) from Statutory Auditors of the Bidder or its Chartered Accountants, or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in Clause 2.2.1 (B) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its Statutory Auditor or the client; and
- ii. Certificate from Statutory Auditors /Chartered Accountant of the Bidder specifying the Net Worth of the Bidder, as on the date of close of the immediately preceding Financial Year, and also specifying that the methodology adopted for calculating such Net Worth confirms to the provisions of this Clause 2.2.1(VI) (III) of the RFP.

2.2.3 The Bidder should submit a Power of Attorney as per the format prescribed under Appendix-I, authorizing the signatory of the Bid to commit and bind the Bidder. The Power of Attorney should be supported by a Board Resolution confirming the Authorized Signatory. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed under Appendix-III. Additionally in case of a Consortium, underlying board resolutions of all such entities in favour of their respective Authorized Signatories shall also be furnished by the Bidder.

2.2.4 Where the Bidder is a single entity, it shall form an appropriate Special Purpose Vehicle, incorporated as a private limited company as per the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project.

2.2.5 In case the Bidder is a Consortium, it shall, in addition to forming an SPV, mandatorily comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 3 (three);
- b) The Bid submitted by the Consortium should contain the information required for each Member of the Consortium;
- c) Members of the Consortium shall nominate 1 (one) Member as the Lead Member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (Fifty-One per cent) of the paid up and subscribed equity of the SPV for a period of 10 (ten) years from the date of commercial operations of the Project and shall have an equity share holding of at least 26% (Twenty-Six per cent) of the paid up and subscribed equity of the SPV for the remainder of the concession period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, which shall be signed by all the other Members of the Consortium; The other member(s) shall hold the balance equity in the SPV. However, in case any member of the Consortium acting as an O&M Operator, is only fulfilling the Technical Capacity/Eligibility of the Bid and would only be providing the O&M services towards the Project, such member may not be required to hold any shareholding in the SPV provided it has agreed to be bound to

provide O&M obligations for a period of atleast 10 years from the Commercial Operations Date as per the terms of this RFP.

d) At any point of time during the Concession Period any member/s other than the Lead Member of the SPV shall at least hold an equity of 10% in the SPV

e) 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, which shall not be altered during the Concession Period

f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified under Appendix-IV (the "**Joint Bidding Agreement**"). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

- i. Convey the intent to form an SPV with such shareholding/ ownership equity commitment(s) that is in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- ii. Clearly outline the proposed roles and responsibilities, of each Member towards the work involved in the said Project;
- iii. Commit the minimum equity stake to be held by each Member;
- iv. Commit that each of the Members, whose Technical Capacity and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 100% of the paid up capital and subscribed equity of the SPV with Lead Member subscribing to minimum 51% of the subscribed and paid-up equity share capital of the SPV for a period of atleast 10 (ten) years from the date of commercial operations of the Project. It is furthermore committed that all such Members shall jointly, for a period of 10 (ten) years from the date of commercial operations of the Project, other than the Lead member does not hold less than 10% of the subscribed and paid-up equity of the SPV.

However, in case any member of the Consortium acting as an O&M Operator is only fulfilling the Technical Capacity/Eligibility of the Bid and would only be providing the O&M services towards the Project, such member may not be required to hold any shareholding in the SPV provided it has agreed to be bound to provide O&M obligations for a period of atleast 10 years from the Commercial Operations Date as per this RFP;

- v. Members of the Consortium undertake that they shall collectively hold an equity shareholding of at least 100% (one hundred percent) of the paid up and subscribed equity of the SPV until the tenth anniversary of the Commercial Operations Date (COD) and thereafter the Lead Member shall continue to hold at least 26% (twenty six percent) of the subscribed and paid-up equity capital of the SPV and each Consortium member other than the Lead member shall hold not less than 10% of the subscribed and paid-up equity capital of the SPV at all times until the tenth anniversary of the Commercial Operations Date of the Project; and
- vi. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the tenth anniversary of the commercial operations of the Project is achieved in accordance with the Concession Agreement.

g) The Lead Member shall be authorized by all members of the Consortium to incur liabilities and receive instructions for and on behalf of any and all Members of the Consortium;

- h) In case a Consortium is selected as the Selected Bidder, the Lead Member along with other Consortium members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the RFP;
- i) Any change in the Member(s) of Consortium or the Consortium's ownership structure after submission of the Bid (until the tenth anniversary of the commercial operations of the Project) shall result in breach of the Concessionaire Agreement; and;
- j) The Bid shall be equally and legally binding on all the members of the Consortium
- k) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of MPHCL.

2.2.6 Any entity (the Bidder, its Member, whether, either by itself or as member of a Consortium) which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and if such bar subsists as on the date of Bid submission, would not be eligible to submit a Bid, either individually or as a member of a Consortium.

2.2.7 No Bidder, including any Consortium Member in the past 5 (five) years should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for a breach of such contract by such Bidder or Consortium Member. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to MPHCL for seeking a waiver from the disqualification hereunder and MPHCL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.8 The following conditions shall be adhered to while submitting a Bid:

- I. 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;
- II. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or named in the Bid and not, unless specifically requested, to any other company / firm / entity associated with the Bidder.
- III. In responding to the Bid, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- IV. In case the Bidder is a Consortium, each Member should substantially satisfy the Eligibility Criteria to the extent specified herein.

2.2.9 While the Bidding process is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in the Bidder or its Member is held by person resident outside India or where a Bidder or its Member is controlled by person resident outside India; or

- (b) If at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in the Bidder or in its Member*;

Then in both the conditions mentioned in 2.2.8 above the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of MPHCL from the perspective of national security and public interest. The decision of MPHCL in this behalf shall be final, conclusive and binding on the Bidder.

*Note: - Bidders shall be bound to follow the applicable RBI guidelines issued in respect of FDI from time to time. Any violation of such applicable RBI guidelines shall not in any case render the Authority liable in any manner whatsoever.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/acquisition, including by way of transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, MPHCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (including its amendments, if any), or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform MPHCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.2.10 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 financial year for 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.

2.3 Change in Ownership

- 2.3.1 The shareholding of the Concessionaire during the term of this Agreement shall be as follows:

The aggregate shareholding of the Consortium Members in the subscribed and paid-up equity share capital of the Concessionaire shall be not less than:

- a. 100% (one hundred percent) for a period until the completion of the 10th anniversary of the Commercial Operations Date.
- b. Until the 10th (tenth) anniversary of COD i.e. **lock in period of the Commercial Operation Date** of the Project wherein the lead member shall subscribe and maintain a minimum equity shareholding of 51% (Fifty One percent). It is furthermore committed that all members, other than the Lead member shall hold not less than 10% of the subscribed and fully paid-up equity of the SPV;
- c. Post the 10th (tenth) anniversary of the COD i.e. **lock in period of the Commercial Operation Date** of the Project wherein the lead member shall maintain a minimum share holding of at least 26% (Twenty-Six per cent) of the fully paid up and subscribed equity of the SPV for the remainder of the concession period. It is furthermore committed that all members, other than the Lead member shall hold not less

than 10% of the subscribed and paid-up equity of the SPV;

The Bidder or Consortium Members shall not effect any change in their shareholding pattern or consortium structure at any stage after the issuance of the Letter of Award by the Authority up until the Commercial Operation Date of the project. Any such change shall be deemed a material breach of this Agreement, entitling the Authority to terminate this Agreement pursuant to Article 22. Notwithstanding the foregoing, the Authority may, in its sole discretion, permit changes to the shareholding pattern or O&M Operator in exceptional circumstances, such as bankruptcy or insolvency of a consortium member (excluding the lead member), provided that the Authority is satisfied that such changes are in the best interests of the Project's implementation and do not prejudice the Authority's rights or interests.

- 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/Ownership of a Consortium Member 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 this 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 Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession 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 Concession Agreement or otherwise.
- 2.3.3 At no stage during the Lock-in-Period shall any change in the shareholding pattern be made by the Bidder or Consortium Members without obtaining prior approval from the Authority. Such approval may be granted by the Authority only in exceptional circumstances of bankruptcy or insolvency of any of the member/s of the consortium except the lead member. On an application made for the aforesaid purpose, Authority may permit the change of shareholding pattern or O&M Operator, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority.

In exceptional circumstances, where there is to be a replacement of any Consortium member including O&M Operator and other than the Lead Member during the lock in period then the member replacing the outgoing member should have similar technical and financial experience, to be expressly allowed by the Authority. Whereas, in such a case it shall be the responsibility of the lead member to immediately furnish documents highlighting such aforesaid expertise, to the Authority to its complete satisfaction, inter alia, in accordance with the requirements highlighted in the RFP for a Bidder/Consortium.

Post the Lock-in-Period, any change in the shareholding pattern shall only be made by the Bidder or Consortium Members after obtaining prior approval from the Authority, and the member replacing the outgoing member should have similar technical and financial experience. Authority may permit the change of shareholding pattern, provided the Authority is satisfied that the proposed changes shall be in

the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority.

- 2.3.4 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and the same shall be dealt with as such thereunder.

2.4 Number of Bids and Costs thereof

- 2.4.1 No Bidder shall submit more than one Bid for the Project, directly or otherwise. It is thus clarified that 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 other Consortium as the case may be. In response to this Bid any Bidder who submits or participate in more than one Bid shall be disqualified.
- 2.4.2 All Bidders are required to submit a Detailed Proposal in accordance with the guidelines set forth in this RFP Document. The cost of preparation of Proposal and related expenses shall be solely borne by the Bidders themselves.

2.5 Site Visit and Verification of Information

- 2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the location, site conditions, surroundings, climate, availability of power, water and other utilities for the Project, access to site, weather data, applicable laws and regulations or any other matter considered relevant by them. The Bidders shall visit the Project Site in accordance with the provision of Clause 1.2.4.
- 2.5.2 It shall be deemed that by submitting a Bid, a Bidder has:
- Made a complete and careful examination of the Bidding Documents;
 - Received all relevant information requested from the Authority;
 - 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 this RFP, for which the Bidder shall not hold the Authority liable or accountable at any time
 - Satisfied itself about all matters, things and information including matters referred to in the RFP, 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;
 - 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 in the RFP 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 Concession Agreement by the Concessionaire;
 - Acknowledged that it does not have a Conflict of Interest; and
 - Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the RFP;

- II. Received all relevant information requested from MPHCL;
- III. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of MPHCL or relating to any of the matters referred in Clause 2.5 above; and
- IV. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- V. MPHCL 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 or the Bidding Process, including any error or mistake therein or in any information or data given by MPHCL.

2.7 Right to Accept or Reject any or all Bid/ Bids

- 2.7.1 Notwithstanding anything contained in this RFP, MPHCL reserves its right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event MPHCL rejects or annuls all the Bid/Bids, it may, in its discretion, invite all Bidder / Bidders to submit fresh Bid /Bids hereunder.
- 2.7.2 MPHCL reserves its right to reject any Bid and/or disqualify the Bidder if:
 - a) At any time, a material misrepresentation is made out or uncovered in respect of such Bidder; or
 - b) The Bidder does not provide, within the time specified by the Authority, the supplemental information (if any) sought by Authority for evaluation of the Bid.
- 2.7.3 MPHCL reserves its right to reject any Bid and/or disqualify the Bidder if the bid is submitted post the official submission date or it is in incomplete format.
- 2.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after execution of the Concession Agreement and during the period of subsistence thereof, including the Concession thereby granted by MPHCL, that one or more of the qualification conditions have not been met by the Bidder or that 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 Concessionaire either by issue of the LoA or entering into of the Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Concession 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 MPHCL to the Bidder, without MPHCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which MPHCL may have under this RFP the Bidding Documents, the Concession Agreement or under applicable law. Further, the bidder shall be debarred for a period of 2 years from any bidding process initiated by the Authority. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security and Annual Concession Fee, 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 Concession Agreement, or otherwise.
- 2.7.5 If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to: invite the remaining Bidders to submit their Bids or take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.7.6 MPHCL 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.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10

Invitation for Bids

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for evaluation
Section 4	Fraud and corrupt practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous
Section 7	Terms of Reference
Section 8	Annexures
Section 9	Appendix

Annexures/Appendices:

Annexures / Appendices	Particulars
Annexure I	Pre-Qualification Bid Cover Letter
Annexure II	Letter Comprising the Bid
Annexure III	Details of Bidder
Annexure III (A)	Technical Capacity of Bidder
Annexure III (B)	Format for Operational Experience
Annexure III (C)	Financial Capacity of Bidder
Appendix I	Format for Power of Attorney for Signing of Bid
Appendix II	Bank Guarantee for Performance Security
Appendix III	Format for Power of Attorney for Lead Member of Consortium
Appendix IV	Joint Bidding Agreement for Consortium
Appendix V	Guidelines Of the Department of Disinvestment
Appendix VI	Self-Undertaking

Appendix VII (A)	Covering Letter of Financial Proposal
Appendix VII (B)	Financial Proposal
Appendix VIII	Site Plan, Drawings and Layout
Appendix IX	Anti – Collusion Certificate
Appendix X	Statement of Legal capacity
Appendix XI	Undertaking by Member of Consortium only for Technical Capacity Qualification
Appendix XII	Pre-Bid Query/Clarification Format
Appendix XIII	Illustrations for Gross Revenue
Appendix XIV	Bidder Technical Evaluation Sheet

- 2.8.2 The Draft Concession Agreement to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP and its terms would be final between the Parties.

2.9 Clarifications

- 2.9.1 The Bidders may send their queries on mdmpstdc@mp.gov.in and cs.mptb@mp.gov.in in the format specified below. The document containing the pre-proposal queries to be uploaded shall bear the following identification:
 “Queries concerning Request for Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)”

S. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested

- 2.9.2 The Bidders shall send in their queries at least 2 (two) days prior to the Pre-Bid Conference date specified in Clause 1.10 of the RFP. MPHCL shall endeavour to respond to the queries within the period specified therein.
- 2.9.3 Not later than 7 (seven) days prior to the Bid Due Date, MPHCL may choose to upload the responses on the e-procurement website i.e. <https://mptenders.gov.in/> specified in the RFP advertisement.
- 2.9.4 MPHCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, MPHCL 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 MPHCL to respond to any question or to provide any clarification.
- 2.9.5 MPHCL may, on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by MPHCL shall be deemed to be part of the RFP. Verbal

clarifications and information given by MPHCL or its employees or representatives shall not in any way or manner be binding on MPHCL.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Bid, MPHCL may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addendum.
- 2.10.2 Any Addendum thus issued will only be uploaded on the e-procurement website i.e. <https://mptenders.gov.in/>
- 2.10.3 In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, MPHCL may, at its own discretion, extend the Bid Due Date.

C. PREPARATION & SUBMISSION OF BID

2.11 Language

- 2.11.1 The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature uploaded on website by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.11.2 All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of different in amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

2.12 Format & Signing of Bid

- 2.12.1 The Bidder shall unconditionally provide all information sought under this RFP. MPHCL would evaluate only those Bids that are timely received in the required format and complete in all respects. Incomplete and / or conditional Bids shall be liable for rejection.
- 2.12.2 The Bid shall be stamped and signed by the Authorized Signatory of the Bidder. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

2.13 Bid Due Date

- 2.13.1 MPHCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum for all Bidders as mentioned in Clause 2.10 above.

2.14 Late Bids

- 2.14.1 Bids received by MPHCL after the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. Thus, it shall solely be the Bidders responsibility to submit its bid in a time bound manner and MPHCL shall not be held responsible for any delay in submission of the same.

2.15 Modification/ Substitution/ Withdrawal of Bids

- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by MPHCL within the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.
- 2.15.2 Any alteration/modification in the Bid or additional information/ material supplied subsequent to the Bid Due Date shall be disregarded, unless the same has been expressly sought for by MPHCL.

2.16 Submission of Bid

- 2.16.1 Scanned copy of the Bid shall be submitted online on e-procurement portal i.e. <https://mptenders.gov.in/> on or before the Bid Due Date

D. EVALUATION PROCESS

2.17 Opening & Evaluation of Bids

- 2.17.1 MPHCL would open the Bids as per the schedule specified in Clause 1.10 of this RFP in the presence of the Bidders who choose to attend.
- 2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.
- 2.17.3 MPHCL would subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3 on "Criteria for Evaluation of Bids".
- 2.17.4 Bidders will be deemed to have understood that the bids advanced by them would be treated as final and they have further agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Bid shall not in any way be construed as binding on MPHCL, its consultants, agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 MPHCL reserves the right not to proceed with the Bidding Process at any time and simultaneously reject any bid, with an issuance of notice stating the reason therefor. However, cessation of any bid or the bidding process shall not create any liability against MPHCL.
- 2.17.7 If any information furnished by the Bidder is found to be incomplete or is contained in formats other than those specified herein, MPHCL may, in its sole discretion, exclude the relevant portion of such information from computation of the Technical Capacity of the Bidder.

- 2.17.8 In the event the Bidder claims credit for an Eligible Project, and such claim is determined by MPHCL as incorrect or erroneous, MPHCL shall reject such claim and exclude the same from computation of the Technical Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the MPHCL reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.1 and 2.7.4.

2.18 Confidentiality

- 2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPHCL in relation to or matters arising out of or concerning the Bidding Process. MPHCL shall treat all information, submitted as part of Bid, in confidence and would require all those who have access to such material to treat the same in confidence. MPHCL 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 MPHCL or as may be required by law or in connection with any legal process.

2.19 Tests of Responsiveness

- 2.19.1 Prior to evaluation of Bids, MPHCL will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a) It is received as per formats given in this RFP;
 - b) It is received within the Bid Due Date including any extension thereof pursuant to Clause 2.13;
 - c) It is signed, stamped and marked as stipulated in Clauses 2.12;
 - d) It contains the Bid Processing Fee of INR. INR 10,000/- plus applicable taxes (18% GST) i.e. INR 11,800/- (Indian Rupees Eleven Thousand Eight Hundred only) as well as the Bid Security of INR. 3 Crore (India Rupees Three Crore only) to be paid online;
 - e) It is accompanied by the Power of Attorney as specified in Clause 2.2.3 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 as per the formats Appendix I and Appendix III respectively;
 - f) It contains all information (complete in all respects) as stipulated in the RFP;
 - g) It contains information as per the formats specified in this RFP. Non-adherence to the formats may be a ground for declaring the Bid as non-responsive;
 - h) It contains certificates from its Statutory Auditors/Chartered Accountant in the formats specified at Annexure III: (A) or/and (B) Technical Capacity of Bidder of the RFP for each Eligible Project and at Annexure III: (C) Financial Capacity of Bidder;
 - i) It is accompanied by the Joint Bidding Agreement (applicable in case Bidder is Consortium), specific to the Project, as stipulated in Clause 2.2.4 as per the format Appendix IV;
 - j) It does not contain any condition or qualification; and
 - k) It is not non-responsive in terms hereof.
- 2.19.2 MPHCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MPHCL in respect of such Bid.

2.20 Clarifications from Bidders

- 2.20.1 To facilitate evaluation of Bids, MPHCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by MPHCL for this purpose. Any request for clarifications and all clarifications shall be filed and replied to on e-procurement portal only.
- 2.20.2 If the Bidder does not provide clarifications sought under Clause 2.20.1 within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, MPHCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of MPHCL.

2.21 Proprietary Data

- 2.21.1 All documents and other information supplied by MPHCL or submitted by the Bidder to MPHCL shall remain or become the property of MPHCL. 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. MPHCL shall not return any Bid or any information provided along therewith.

2.22 Correspondence with Bidder

- 2.22.1 Save and except as provided in this RFP, MPHCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid, in respect whereof the Authority's decision shall be final and binding.

E. BID SECURITY

2.23 Bid Security / Earnest Money Deposit (EMD)

- 2.23.1 The Bidder shall furnish as part of its Bid, a Bid Security of INR 3,00,00,000/- (Rupees Three Crore Only), online through e-payment gateway of MP tenders portal (the "Bid Security"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.23.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non- responsive.
- 2.23.3 The Bid Security of unsuccessful Bidders will be returned by MPHCL, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee Demand Draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the MPHCL give the name and address of the person in whose favour the said Demand Draft shall be drawn by MPHCL 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.
- 2.23.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security at the time of signing of the Concession Agreement.
- 2.23.5 MPHCL shall be entitled to forfeit the Bid Security in any of the events specified in Clause 2.23.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that MPHCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.23.6 The Bid Security shall be forfeited for, inter alia, time, cost and effort of MPHCL without prejudice to any other right or remedy that may be available to the MPHCL hereunder or otherwise, under the following conditions:
 - a. If a Bidder submits a non-responsive Bid;
 - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - d. In the case of Successful Bidder, if it fails within the specified time limit -
 - i. To sign the Concession Agreement and/or
 - ii. To furnish the Performance Security at the time of signing of Concession agreement or
 - e. In case the Successful Bidder, commits any breach prior to furnishing the Performance Security thereof or prior to/while signing the concession agreement.

F. PERFORMANCE SECURITY

2.24 Performance Security

- 2.24.1 The Successful Bidder shall furnish to the Authority Performance Security, in the form of an irrevocable and unconditional Bank Guarantee issued by a Scheduled Bank in India, drawn in favour of 'Madhya Pradesh Hotel Corporation Ltd' and payable at Bhopal for due and faithful performance of its obligations, for a value equivalent to 5 (five) percent of the project cost (as provided under Clause 1.3) before or at the time of signing of the Concession Agreement as per Appendix II format. This Bank Guarantee shall be

returned to the Successful Bidder after 6 months of the completion of Concession Period or Termination (post penalty deductions), whichever is earlier.

- 2.24.2 In case of breach of any of the provisions of the contract the Authority shall revoke the Performance Bank Guarantee to apportion the losses on account of such breach.
- 2.24.3 The bidder shall have to renew the Bank Guarantee after such apportionment to its original value (in case of partial appropriation) or furnish a new Bank Guarantee of same value (in case of total appropriation), as the case may be, within 30 days of such apportionment/appropriation.

SECTION 3

3. CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation Parameters

- 3.1.1 Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

Step 1: Pre-Qualification:

1. Authority shall validate the "Bid Processing Fees & Earnest Money Deposit (EMD)/Bid Security".
2. If the contents of the submission are as per requirements, Authority shall evaluate the "Pre- Qualification Bid". Each of the Pre-Qualification conditions mentioned in the Clause 2.2 – Pre-Qualification criteria is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
3. Bidders will be informed of their qualification/disqualification based on the Pre- Qualification criteria through Email and Phone and subsequently, the EMD amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
4. Technical and Price bids for those Bidders who do not pre-qualify will not be evaluated or opened. Price bid will not be opened for those Bidders, who don't qualify the technical evaluation. EMD amount shall be returned for those who don't qualify the financial evaluation stage after Performance Bank Guarantee is submitted by successful Bidder.

Step 2: Technical Evaluation

1. "Technical bid" will be evaluated only for the bidders who succeed in Step 1.
2. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Authority's discretion.
3. Bidders, who qualify the Pre-Qualification Stage, shall be asked to give technical presentation of the envisaged Project to Authority.
4. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only those Bidders who get minimum technical score of 70% will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to rejection of the Bid.

- Post the Technical Presentation the Technical Scores of the qualified bidders shall be declared. Subsequently, the Financial/Price Bid will be opened for further evaluation.

Step 3: Financial/Price Bid Evaluation

- All the Technically Qualified Bidders will be notified to participate in Price Bid opening process.
- The Financial bids for the Technically Qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the Financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Financial/Price Bids that are not as per the format provided in this RFP shall be liable for rejection.
- The Financial Bid price shall be excluding all applicable taxes. Please note, all such applicable taxes shall be paid in addition to the quoted Revenue Share by the Selected Bidder to the Authority. The Authority or any other government agency shall not have any liability of paying any taxes charges/levies apart as part of this project. The Bidder has to quote its Financial Bid/Price duly factoring all these costs over the project duration.

If there is a discrepancy between words and figures, the amount in words shall prevail.

3.2 Successful Bidder Evaluation

3.2.1 Step 1: Pre-Qualification:

S.No.	Description	Documents/Format
1.	Pre-Qualification Bid Cover Letter	Annexure I
2.	Letter Comprising the Bid	Annexure II
3.	Details of the bidders	As per format mentioned in Annexure III
4.	Power of attorney / board resolution to the authorized Signatory of the Bid	As per format mentioned in Appendix I
5.	<p>The Bidder</p> <p>1) An Individual /sole proprietor/Company registered under the Companies Act 1956 or Partnership firm registered under the Partnership Act of 1932 or Companies Act 2013 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 in India and must be operational for at least 5 years as on submission of bid.</p> <p>The Bidder or any of the members of the Consortium should have minimum 5 years of experience since its registration / establishment, i.e. experience in either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of Hotels/ Resorts to be supported with adequate proof.</p> <p>2) Should have PAN and GST Number</p>	<p>1) Company Registration Certificate</p> <p>2) MOA and AOA</p> <p>3) GST Certificate</p> <p>4) Pan Card</p> <p>5) Documentary proof for operation in India for a period of at least 5 years as on publication of bid.</p>
6.	During the last 10 (ten) years from the Bid Due Date, the Bidder or any of	For all the project

	<p>the members of the Consortium shall have:</p> <p>Experience of Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 1 (one) Hotel/Resort having minimum 100 rooms with Project Cost over INR 100 Crores (Excluding Land Value) by the Bidder or any member of the Consortium</p>	<p>experience, following documentary evidence are required:</p> <ol style="list-style-type: none"> 1) Work order/Contract/O &M Agreement/Hotel Registration Certificate clearly highlighting the Scope of work and Value of the contract/order specifying the Project Cost, No of Rooms & Hotel Operations Date OR 2) Completion Certificate/Certificate issued & signed by the authorized signatory of the client entity on the entity's Letterhead specifying the Project Cost, No of Rooms & Hotel Operations Date AND 3) Other Project Support Citations specifying the Project Cost, No of Rooms & Hotel Operations Date. 4) The bidder shall also submit proof of the value of the project/submit a valuation report (latest) highlighting the value of the
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		project.
7.	The Bidder should have an average annual turnover of at least INR Seventy-Five (75) Crores in atleast 3 of the last five financial years (FY 19-20, FY20-21, FY21-22, FY22-23, 23-24).	1) Audited financial statement for last 5 financial years 2) Certificate from the Statutory auditor /CA clearly specifying the average annual turnover for the specified years
8.	The Bidder must have minimum net worth as per the eligibility criteria	Certificate from the Statutory auditor / CA clearly specifying mentioning net worth of the bidder should be enclosed. As per format mentioned in Annexure III (C)
9.	The Bidder must not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs), Government (Central / State / PSU/ World Bank/Asian Development Bank), Other Smart Cities, Urban Local Bodies, State Tourism Departments or Boards, Archaeological Department, Multi-Lateral agency organizations in India as on bid submission date	Undertaking by the authorized signatory of bidder as per format given in Appendix VI
10.	E.M.D. of INR "3,00,00,000/-" (Rupees Three Crores only)/-	To be submitted online
11.	Bid processing fee (Non- refundable) - INR 10,000/- (Rupees Ten-Thousand only) plus applicable GST @ 18% (non-refundable)	To be submitted Online

Step 2: Technical Evaluation

Technical bids of only those bidders who are found responsive and eligible as per the Pre- Qualification Criteria will be evaluated. Eligible bidders will be evaluated on the following criteria. Following table describes the technical evaluation parameters and its maximum marks for Technical Evaluation Criteria:

S.No.	Description	Documents/Format	Maximum Marks
A. Bidder Project Experience (Bidder to be considered) (max 80 marks)			
1.	i. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at	Supporting doc.: As stated below in Important Notes	30 Marks

least 1 (one) hotel/resort having minimum 100 rooms with Project Cost over INR 100 Crores (Excluding Land Value); - 10 Marks

ii. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 2 (two) hotels/resort having minimum 100 rooms each with Project Cost over INR 100 Crores each (Excluding Land Value); - 20 Marks

iii. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 3 (three) hotels/resort having minimum 100 rooms each with Project Cost over INR 100 Crores each (Excluding Land Value); - 30 Marks

CA Certificate to be provided

2.

Net worth criteria shall be fulfilled by the bidder

Net worth (INR Crores)	Marking scheme (Marks)
37.50 – 67.50	15
67.51 – 97.50	20
More than 97.50	25

25 Marks

3.

The Bidder or any of the members of the Consortium should have experience since its registration / establishment, i.e. experience in either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of Hotels/ Resorts
Minimum marks for atleast;

Supporting doc.:
As stated below in Important Notes

25 Marks

Minimum 5 Years – 15 Marks Minimum 7.5 Years – 20 Marks Minimum 10 Years – 25 Marks		
B. Project Presentation/ Demonstration (max 20 Marks)		
4.	Technical Presentation <div> 1. Vision and Plan of the overall project 2. Key learning's from Similar Projects and How do you propose to incorporate the learnings in the execution of this assignment. 3. Similar Case Studies based on Bidders Experience 4. Revenue Generation Mechanism 5. Any Other Components as required <i>Note: Bidders shall be required to submit the estimated project cost as part of the Technical Presentation.</i> </div>	20 Marks
Total Marks		100 Marks

Important Notes:

1. For all the project experience, following documentary evidence are required:
 - a. Work order/Contract/O&M Agreement/Hotel Registration Certificate clearly highlighting the Scope of work and Value of the contract/order specifying the Project Cost, No of Rooms & Hotel Operations Date
OR
 - b. Completion Certificate/Certificate issued & signed by the authorized signatory of the client entity on the entity's Letterhead specifying the Project Cost, No of Rooms & Hotel Operations Date
AND
 - c. Other Project Support Citations specifying the Project Cost, No of Rooms & Hotel Operations Date.
 - d. The bidder shall also submit proof of the value of the project/submit a valuation report (latest) highlighting the value of the project.
2. Authority (or a nominated Party thereof) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.
3. **Minimum absolute Technical Score to qualify for Financial Evaluation is 70 marks out of total 100 marks.**
4. If there are more than one Bidder having the same value of the Financial Bid, then the Bidder having the higher technical score will be awarded the bid. In case there is again a tie on the Technical Scores, then the Bidder having higher Net Worth shall be awarded the bid.

Step 3: Financial/Price Bid Evaluation

The Final Selection of the Technically Qualified Bidder as the Selected Bidder shall be on the basis of their Highest Revenue Share Percentage of the Gross Revenue quoted as the Bid Parameter at this Stage.

The Bidder shall indicate in the Financial Proposal, a Revenue share payable to the Authority subject to a minimum reserve price of 3% of the Gross Revenues where 'Gross Revenues' for any Financial Year shall mean the total amount of revenue and receipts of any kind (from both cash and credit transactions either on accrual or cash basis computed prior to payment of any commission or service charge or fee thereon) derived by the Concessionaire or any received by any agency or agent appointed by the Concessionaire for operation or maintenance of any Project Facilities as certified by the statutory auditors of the Concessionaire, including but not limited to receipts from room occupancy charges, telephone, telefax and telex charges, laundry services, sale of food or beverages, sale of liquor, receipts from any recreational amenities (outdoor pool, health club, spa, sauna, fitness facility etc.), receipts from providing services such as but not limited to outdoor catering, receipts from vending machines; receipts by providing advertisement or advertisement rights, receipts from parking, receipts from lease or licensing commercial or other spaces on account of rent and fee of every description and kind (which would not be limited only to the licensing fee but also the receipts from services mentioned above), and the recovery in respect of any other service or facility provided by the Concessionaire to the users / guests of the said Project, which are availed/ realized by the Concessionaire from outside party(ies) at a consideration but shall exclude and be arrived at after deducting the following:-

- a) All statutory applicable indirect taxes such as luxury tax, sales tax, entertainment tax, expenditure tax, service tax, goods & services tax and the like by whatever name called now or in future, which the Concessionaire has agreed to pay or is bound to pay;
- b) revenue on sale of assets of capital nature owned by the Concessionaire; and
- c) interest income from investments made.

For the avoidance of doubt, Gross Revenue shall also include any amount received by any Affiliate/third party agency to whom the Concessionaire has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project, and any amount received by the Concessionaire from a third party to whom it has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share basis the Gross Revenue by the Selected Bidder to the Authority. It is clarified that the Revenue Share payments shall be ascertained basis the audited financials certified by a chartered accountant as per the relevant 'Indian Accounting Standard' and be made annually, on or before 30th June of each year.

An indicative and non-exhaustive illustration list has also been provided for reference under Appendix XIII: Illustrations for Gross Revenue.

The Bidder shall prepare the Bid based on details provided in the RFP document. It shall be the responsibility of the Bidder to fully meet all the requirements and objectives of the RFP.

Opening of Bids

Bids received within the prescribed closing date and time will be opened on the e-procurement platform, on the date, time and at the address mentioned in the RFP Documents.

1. Pre-Qualification & Technical bids of only those Bidders shall be evaluated who have submitted the prescribed Bid Processing fees and EMD; and
2. Price Bid of only those Bidders shall be opened who obtain minimum 70 marks in the overall technical evaluation

Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, Authority may, at its discretion, ask some or all bidders for clarifications with regards to their Bid. The request for such clarifications and the response will necessarily be emailed to mdmpstdc@mp.gov.in and cs.mptb@mp.gov.in. Failure of a Bidder to submit additional information or clarification as sought by Authority within the prescribed period will be considered as non-compliance and the Proposal may get evaluated based on the limited information furnished along with the bids.

Right to accept any Bid and reject any or all Bids

The Authority reserves the right to accept or reject any Bid, and to annul the RFP process and reject all bids at any time prior to award of contract, without there by incurring any liability towards the affected Bidder(s) or anyone else or any obligation to inform the affected Bidder(s) of the grounds for such action.

Bid should be free of over writing. All erasures, corrections or additions (if any) must be clearly written both in words and figures (if applicable) and attested. In the event of any assumptions, presumptions, key points of discussion, recommendations or if any points of similar nature are submitted along with the Bid, the Authority reserves the right to reject the Bid and forfeit the EMD.

Notification of Award

Authority will notify the Successful Bidder via letter/fax/email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Award (LOA) issued by the Authority, the Successful Bidder shall be required to sign the LOA and return the same to the address specified above as a token of acceptance of the LOA.

Formation of SPV

The bidder shall form an SPV / Concessionaire for implementing this project and the Agreement shall be executed between the SPV/Concessionaire and the Authority.

Rejection criteria

Besides other conditions and terms highlighted in this RFP Document, bids may be rejected under following circumstances:

General Rejection criteria

1. Conditional Bids;
2. If the information provided by the Bidder is found to be incorrect/misleading/ fraudulent at any stage/time during the RFP Evaluation Process;
3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
4. Bids received after the prescribed time & date for receipt of bids;
5. Bids without signature of person (s) duly authorized on required pages of the bid;
6. Bids without power of attorney/ board resolution or its certified true copy.
7. Bids received without submission of the prescribed Bid processing fee and EMD.
8. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
9. In case any bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

Pre-Qualification Rejection criteria

1. Bidders not complying with the Eligibility Criteria given in this RFP;
2. Revelation of Revenue Share Percentage quote in any form or by any reason before progressing to next stage post Shortlisting and Invitation for Financial Bid;
3. Failure to furnish all information required by this RFP Document or submission of a Bid which is not substantially responsive to the RFP Document in any aspect;

Technical Rejection criteria

1. Technical Bid containing Price details such as the Financial Bid;

2. Revelation of Financial Bid in any form or by any reason before progressing to next stage post confirmation as Technically Qualified Bidder and opening of the Financial Bid;
3. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in any aspect;
4. Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum/corrigendum (if any) and any subsequent information given to the Bidder;
5. Bidders not complying with the Technical/Functional and General Terms and conditions as stated in the RFP Documents;
6. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the RFP and Draft Concession Agreement

Financial Bid Rejection Criteria

1. Incomplete Financial Bid;
2. Financial Bids that do not conform to the RFP 's Price Bid Format;
3. If there is an arithmetic discrepancy in the Price Bid calculations the RFP Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. MPHCL will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

Taxes

The Bidders shall fully familiarize themselves about GST and any other taxes applicable from time to time on amounts payable to the Authority i.e., MPHCL under the Agreement. All such taxes must be Excluded by Bidders in the Commercial Proposal.

3.3 Successful Bidder Obligations

The Bidder shall be required to pay the following amounts to the Authority:

- 3.3.1 Annual Concession Fee (the "ACF") of INR 3 Crores increasing at a compounding rate of 5% p.a. excluding GST and any other taxes applicable from time to time.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the ACF by the selected Bidder to the Authority. The first Annual Concession Fee (ACF) will be due and payable before the time of signing of the Concession Agreement. Subsequent ACF payments shall be made annually, on or before the same date each year, payable as a lump sum.

- 3.3.2 Revenue share subject to a reserve price of 3% of the Gross Revenues [Bid Variable] excluding GST and any other taxes applicable from time to time.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share by the selected bidder to the Authority.

The 1st (first) Revenue Share shall be paid by the Concessionaire as per the stipulated rate of gross revenues on or before 90 (ninety) days from the close of the immediately preceding financial year and subsequent Revenue Share payments shall be made annually, on or before 30th June of each year.

3.4 Award of the Project

- 3.4.1 After selection, a Letter of Award (the "**LoA**") shall be issued 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, 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.
- 3.4.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement and sign the lease Deed within a period of 60 days from date of issue of LOA. Before the Signing of Concession Agreement and signing the lease Deed the concessionaire will deposit the First Annual Concession Fee of INR 3,00,00,000 (INR Three Crores), Performance Security of INR 7,50,00,000 (INR Seven Crores Fifty Lakhs). The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.
- 3.4.3 The selected Bidder shall pay the Success Fee as a percentage of the project cost to the consultant/transaction advisor appointed through "RFP for Appointment of State Level Project Monitoring Unit for Providing Transaction Advisory Services for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board" NIT No:5409/2023/Planning/MPTB dated 14.08.2023. The selected bidder shall be required to deposit the success fee to the Authority before the time of signing of the Concession Agreement, i.e., within 60 days from date of issue of LOA. The said success fee shall form part of the pre-condition for the signing of the Concession Agreement.

In line with the RFP, the Transaction Advisor will receive a success fee as stated below;

Project Cost	Percentage
For the project cost more than or equal to Rs. 100 Crore	0.5% (of the total project cost)

The selected bidder shall be required to deposit the success fee to the Authority before signing of the Concession Agreement, i.e., within 60 days from date of issue of LOA.

The considered project cost for the purpose of calculation of success fee shall be INR 150 Crores

3.5 Contacts During Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the MPHCL makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required

under the Bidding Documents, from contacting by any means, MPHCL and/or its employees/ representatives specifically on matters related to the Bids under consideration.

3.6 Dispute Resolution

- 3.6.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably within 15 days from the notification of such Dispute to the opposite Party.
- 3.6.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement amicably, promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.
- 3.6.3 In the event of a failure by the Parties to arrive at an amicable settlement, the Parties would be free to resolve their Disputes arising out of or in relation to this RFP by way of arbitration under the Arbitration and Conciliation Act, 1996. The arbitral tribunal for adjudication of the notified Disputes will comprise of a panel of three (3) arbitrators, wherein one arbitrator will be nominated by either Party, and the third arbitrator would be appointed by the nominated arbitrators.
- 3.6.4 The language of the arbitral proceedings shall be in English, and the courts of Madhya Pradesh shall have exclusive jurisdiction to adjudicate on all Disputes. The place of arbitration shall also be in Bhopal.

3.7 Costs associated with Dispute Resolution

- 3.7.1 The costs incurred on any aspect of the process of Dispute Resolution except for legal fees shall be borne by the Parties in equally and each Party shall bear its own legal fees connected to or in relation to any Dispute under this RFP.

SECTION 4

4. FRAUD & CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MPHCL shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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 / Proposal 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 Concession Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of MPHCL under Clause 4.1.1 hereinabove, if a Bidder is found by MPHCL 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, such Bidder shall not be eligible to participate in any tender or RFP issued by MPHCL during a period of 2 (two) years from the date such Bidder is found by MPHCL 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, as the case may be.
- 4.1.3 For the purposes of this Section 4 Fraud & Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:
- I. **"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 (directly or indirectly) 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 MPHCL 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 Concession Agreement or arising there from, 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 MPHCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of MPHCL in relation to any matter concerning the Project;
 - II. **"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;
 - III. **"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;

- IV. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MPHCL 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
- V. **"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.

SECTION 5

5. PRE-BID CONFERENCE

- 5.1.1 The Pre-Bid Conference shall be convened at the designated date, time and place to be specified.
- 5.1.2 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of MPHCL in writing. MPHCL 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.
- 5.1.4 Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, 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 Authority to respond to any question or to provide any clarification. Authority may, on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on Authority.

SECTION 6

6. MISCELLANEOUS

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of the Republic of India and the Courts at Madhya Pradesh, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in-connection with the Bidding Process.
- 6.1.2 MPHCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- I. 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;
 - II. Consult with any Bidder in order to receive clarification or further information;
 - III. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - IV. Retain any information and/ or evidence submitted to MPHCL by, on behalf of, and/ or in relation to any Bidder;
 - V. 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; and/or
- 6.1.3 In order to afford the bidders a reasonable time for taking addendum / supplement / modification etc. into account or for any other reason, the MPHCL may, at its own discretion, extend the Bid Due Date and time.
- 6.1.4 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SECTION 7

7. TERMS OF REFERENCE

7.1 MPT Lakeview Residency

The Hotel is strategically located in Shyamala Hills which is a prominent residential and commercial area in Bhopal, Madhya Pradesh. The area houses upscale neighbourhood, aesthetic landscapes, and convenient proximity to the city centre and airport.

The hotel site overlooks the Bada Talab, which is the largest lake in Bhopal and is designated as a 'Ramsar' site and is governed by Wetlands (Conservation and Management) Rules, 2017. The site is also in proximity to popular tourist destinations such as Van Vihar, MP Tribal Museum, Sair Sapata, Kerwa Dam, Indira Gandhi Rashtriya Manav Sangrahalaya, etc. It is also surrounded by key hospitality developments including MPT Wind N Waves Cottages.

7.2 Project Brief

The successful Bidder shall be responsible for following activities prior to the initiation of the development work of a minimum 5-star hotel for Development, Operation & Maintenance and Management at MPT Lakeview Residency Hotel for a concession period of 60 years (extendable by 10 years). The assessment and activities mentioned below shall help the successful bidder in successful delivery of the Project. Additionally, the Concessionaire shall be required to submit the Detailed Project Report (Detailed Layout Plan) of the project to the Authority for approval within 4.5 Months from the date of signing of contract.

A. Preliminary Assessment

- Study the Current Status of MPT Lakeview Residency – Built Features, Surrounding, Land use, Visuals & Spatial Analysis, Historical Resources etc.
- Identify Environmental, Social and economic impact of the building and also Identify, Validate and Classify the challenge of development of the Hospitality property along with the convention centre and other allied hospitality facilities (MICE facilities)
- Existing Land use, Permissible Uses, Statutory /Regulatory permissions and title to be checked and confirmed by the Concessionaire. The Concessionaire shall itself conduct due diligence on the existing land use, permissible uses, statutory/regulatory permissions, and title before proceeding with any activities or preparation of detailed layout plans. Only activities under the purview of the Madhya Pradesh Tourism Policy (2025) can be undertaken by Concessionaire at the Project site and nothing beyond the policy should be developed or operated at the Project site.

SITE SUMMARY – MPT LAKEVIEW RESIDENCY	
Site Location	MPT Lakeview Residency
Address	69VQ+73Q, Shymala Hills, Bhopal, Madhya Pradesh 462013
Land Area (in acres)	Total: Approx. 7.16 Acres
FAR*	1:2
Master Plan Land Use*	Residential
Maximum Permissible Height*	30 Meters
Ground Coverage (%)*	30%

Source: Bhopal Development Plan – 2005 and as amended on 25th January 2013

Note* - Shall be governed as per the applicable law and prevailing master plan and T&CP Norms

B. Conditional & Market Assessment:

- Carry out conditional assessment – Building Condition, Interiors, Exteriors, Porches, open spaces etc. The building shall be handed over to the selected and successful Bidder on 'lease' basis, where the concessionaire would undertake to demolish the present structures on the Site and thereafter plan, design, build and operate the envisaged Project as per the terms of this RFP. MPHCL shall not be responsible for any maintenance activities in any condition whatsoever till the subsistence of the Concession Agreement. MPHCL shall be permitted to conduct frequent inspections to analyse any unauthorized alteration/modification by the Bidder.
- Market assessment of the potential of developing the Project on design, build, finance, operate and transfer basis.
- Assess the Demand and Supply Scenario of the tourist and requirement from a business point of view of the project.
- Strategy for best use of the Project property shall also be evaluated by the Bidder so as to make most of the use of the Site.
- Project Commercial Analysis post development of the site.

C. Project Positioning & Scoping

- Carry out Technical, Economic, Social Feasibility of the Project
- Freezing the Project Components based on the feasibility
- Standard Operating Procedures for implementation and operations of Project Components in different phases if required
- Project Sizing and Scoping

D. Business Plans Preparation and Execution

- Cost Estimates of the project
- Financial Assessment and Modelling
- Sensitivity Analysis and Modelling
- Risk Assessment
- Statutory Clearances, Licenses and Approvals

Successful Bidder is expected to refer best use option study to incorporate additional activities and components as a part of this project.

Note – The Authority shall have the absolute right to Operate and Manage the Lakeview Hotel till the time the Conditions Precedent of the Concessionaire are fulfilled and Compliance Certificate for the same is given by the Authority. Only once the Compliance Certificate is given by the Authority to the Concessionaire on their Compliance of the Conditions Precedent, that the Authority shall cease all Operations concerning the Lakeview Hotel. Thereafter from the Date of execution of the instant Agreement and till the Compliance Date the Authority shall undertake steps to manage the operations of the Lakeview Hotel in a manner wherein the Authority is in a position to handover the entire possession of the Lakeview Hotel to the Concessionaire for demolishing the same (in terms of article 5.10 of Concession Agreement).

7.3 Project Components

The MPT Lakeview Residency's total area of the site is approx. 7.16 acres i.e. 28,975 Sqm. including parking lots, Bhopal Express Restaurant, Spa & Pool, and Drive in theatre. The entire area will have to be developed, maintained and landscaped by the Concessionaire at their own cost. The Concessionaire is expected to develop and maintain the subject site in consonance with the regional Building Bye Laws, Regulations and any other rules which are applicable from time to time by the competent authorities on the subject site, at its sole responsibility, cost and expense.

Further the said project comprises 42 existing rooms (of deluxe and standard category), multiple restaurants & roof top bar, multiple banquet halls and an open lawn for events with a capacity of 650 pax. to attract domestic as well as international tourists. The Concessionaire will be required to demolish the current development (at its own sole cost and expense and without any extra expenditure for the Authority) and further, Develop, Operate & Maintain and Manage, the Project property.

All open areas such as gardens, pathways and any other areas used for access covered under thoroughfare will have to be maintained and landscaped by the Concessionaire at its own cost.

7.4 Scope of Work

a. Demolition Activities

- The Concessionaire will be required to undertake demolition of the entire existing establishment/buildings/constructed portion on the Project Site as per applicable law including environmental regulations, Building Bye Laws and Development Control Regulations applicable on the Site, at its own sole cost and expense. It shall be the sole responsibility of the Concessionaire to either itself or through any third party undertake the aforesaid demolition and subsequent construction on the said Project. In the event the Concessionaire opts to contract with a third party for any of the aforesaid works, then the Authority shall not have any privity or relationship in the nature of principal – agent etc. with such third party. Furthermore, the Authority shall not have any responsibility / liability towards such third party in relation to any work which is contracted / sub-contracted / delegated by the Concessionaire to any such third party, whether any such claim is made by a third party in the nature of damages or of any other nature. Any work (under the instant RFP) which is delegated / given / contracted / sub-contracted by the Concessionaire to a third party shall be at the sole cost and responsibility of the Concessionaire. Furthermore, the Concessionaire shall be solely responsible for ensuring that all works, under the instant RFP, which it so contracts / sub-contracts / delegates to any Third Party or undertakes itself confirms to standards of quality under the instant RFP as well as under the applicable laws / regulations / market practices / bye-laws etc. whichever are applicable to the matter. Furthermore, if any such work is subsequently found by the Authority to be short of such aforesaid quality / specifications / terms of this RFP / applicable law / regulations / bye-laws, then the Authority shall intimate the Concessionaire of such shortcomings and the Concessionaire shall be obligated to correct such shortcomings immediately forthwith and without any reservation, at its sole cost and expense. The Concessionaire shall be liable to complete all works under the instant RFP to the complete satisfaction of the Authority.
- Additionally, before any demolition is commenced at the subject site the Concessionaire shall also notify all utilities having service connections within the present buildings at the project, such as water, electric, gas, sewer and other connections as well as ensure that all pre-requisite clearances including environmental clearances are obtained. A permit for demolition shall not be issued until a release is

obtained from the utilities stating that their respective service connections and appurtenant equipment, such as, meters and regulators have been removed or sealed and plugged in a safe manner.

- The Authority assumes no responsibility for the actual condition of the structures to be demolished or relocated or reconstructed.
- It shall be noted that any serviceable/ movable materials including but not limited to electric fixtures, furniture/other fixtures, equipment, Table/ Chairs etc., shall be retained by MPHCL and removed anytime from the date of signing of contract and up until 30 days from commencement of demolition works. A list of the furniture and fixtures to be removed/retained by MPHCL will be in a designated list subsequently uploaded via Addendum on MP Tenders Portal during the Pre-bid Meeting Stage.
- The Concessionaire shall be bound to dispose of the waste generated after the demolition. The Concessionaire shall dispose of such waste expeditiously, immediately after such demolition. The disposal of such waste shall be in accordance with applicable laws and in coordination with the appropriate authorities and the Concessionaire shall be solely responsible for the same.

b. Development Activities

The Concessionaire shall develop / construct atleast 150 rooms and Banquet & Convention facility for atleast 1,000 pax under the Project on the Site.

For the objective of Development, Operation & Maintenance and Management of a 5 star development, following development activities may also be incorporated in the Site by the Concessionaire:

1. Additional rooms to provide lodging facilities to the guests
2. Theme Restaurants and Food Joints
3. Banquet & Convention centres
4. Facilities in the Hotel for Social and Corporate events including weddings/exhibitions.
5. Facilities in the Hotel to Promote and Market fairs, local cuisine, culture, folk music, dance, costumes, products art, handicraft and heritage tourism.
6. Food & Beverages (Cafes, Retro Lounges Heritage/Luxury Dining etc)
7. Food Courts, Rooftop Restaurant

Note:

The above-mentioned activities are not comprehensive and only indicative. Bidders are expected to conduct their own due diligence and commercial analysis for the feasibility of activities before Bidding. It may be noted that MPHCL and concerned departments shall have all jurisdiction over alteration/modification/rectification of the activities before and during the Concession Period.

1. Before commencement of any activity, the Concessionaire shall submit the Detailed Project report (Detailed Layout Plan) of the project for approval from MPHCL within 4.5 Months from the date of signing of contract. In case the Concessionaire wants to make any new additions or modifications to the project site, they must obtain prior permission/approvals from the Authority.
2. The Concessionaire shall also obtain all necessary permissions pertaining to Design, Planning and Implementation of the project, at its sole responsibility, cost and expense. Additionally, all the required Licenses/Permits/Permissions/Approvals for the permitted activities shall be the sole and exclusive responsibility of the Bidder entirely from the Financial, Legal, etc. perspectives.

3. Upon expiration of the Concession Period, the Concessionaire shall hand over the Project Site, including all Project Assets and Infrastructure, to the Authority in accordance with the terms and conditions of the Concession Agreement

Besides the above development works the Concessionaire shall have the following O&M and other Obligations as well:

1. The Concessionaire shall be solely responsible for seeking all approvals and licenses for smooth operations of the project facility including, but not limited to, fire safety, bar license, etc.
2. The Concessionaire shall, at its own cost, enter into Annual Maintenance Contracts (AMCs) with the Vendors for various installations.
3. The Concessionaire shall ensure that the Insurances are taken for Fire, STPI, Earthquake for the building, Third Party Liability, Medical Insurance, Workmen Compensation and wherever else necessary or mandated, at its sole cost and expense
4. The Concessionaire shall maintain the entire premises in accordance with Good Industry Practice.
5. The Concessionaire shall solely be responsible for payment of all taxes, duties, levies including stamp duty and any other statutory charges are required to be paid as per statutory requirements from time to time.
6. Project Site clearance and cordoning off; providing and deputing of Security, removal of debris etc. shall be the responsibility of the Concessionaire. In case the Project encompasses demolition of any existing structure to commence the Project, then the Concessionaire shall ensure that all such debris/waste generated from such demolition shall be disposed of expeditiously, immediately after such demolition. The disposal of debris/waste shall be in accordance with applicable laws and in coordination with the competent authorities.
7. Meeting the requirements and norms laid down by the competent authorities regarding Development, Operation & Maintenance and Management of the Project Facilities, if any.
8. Use of premium quality materials for Civil Works, Furniture and Fixtures in accordance with the heritage and culture of the state.
9. Any development activities should ensure that the property's aesthetic relationship with its surrounding are maintained.
10. Maintaining the standards of a minimum 5-star hotel and providing facilities applicable to a minimum 5-star category and above hotels as per guidelines of Ministry of Tourism, Government of India, in terms of offerings, ambience and services as amended from time to time and avail and renew the certification from MoT in this regard, at its option. Additionally, the Concessionaire shall ensure the following:
 - a. Provision of natural greenery and plants in lobby areas and common areas to keep the environment of the concerned area to look fresh and lively.
 - b. Provision for availability of personnel on 24x7 basis in Reception Area for providing assistance to the guests staying in the Hotel, with an ability to communicate in English, and Hindi or any other Indian regional language or any foreign language.
 - c. Turndown services and other housekeeping services to be provided on daily basis or on demand.
 - d. The Concessionaire is required to adhere to the standards of a minimum 5-star hotel as per MoT guidelines, GoI for Development, Operation & Maintenance and Management of the hotel. The Concessionaire is not obligated to receive the minimum 5-star rating certification from the government but shall follow the guidelines in practice.
 - e. Performance and fulfilment of all obligations of the Concessionaire in accordance with the provisions of the Concession Agreement and Schedules thereof and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under the Concession Agreement.
 - f. All the open spaces in and around the Hotel shall be landscaped and adequately lighted.

- g. The Concessionaire shall be responsible for payment of all taxes including GST as per Gol norms issued in this regard from time to time, duties, levies including stamp duty and any other statutory charges are required to be paid as per statutory requirements from time to time.
- h. Development and Completion of the remaining works at the Project Site after approval of the design/ concept plan by the Authority pursuant to the terms and conditions of the Concession Agreement and the Schedules hereof, in conformity with Applicable Laws and regulations of the State of Madhya Pradesh.
- i. Developing the Project consisting of all Facilities as prescribed under FHRAI Guidelines for minimum 5-star category and above facilities mentioned in the Annexure attached with this agreement.
- j. Obtaining relevant accreditation from the concerned accreditation agency for the minimum 5-star Hotel Authority Area to be developed, operated, managed and maintained is not mandatory for the concessionaire.
- k. O&M of the minimum 5-star Hotel, Concessionaire's Area and Common Area in accordance with the provisions of this Concession Agreement and the Schedules hereof.
- l. Right to demand and collect Project Revenues etc. from the sub-contractors/ Users, as per the provisions of the Concession Agreement and the Schedules hereof.
- m. Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.
- n. The MPT Lakeview Residency's total project site area admeasures approximately 28,975 sq. m. (7.16 acres) for MPT Lakeview Residency Hotel covering Spa & Swimming Pool area, Parking – 1 & Parking – 2, Drive in Theatre (Big Event lawn), Event Lawns, Bhopal Express Restaurant, Kinara Restaurant, Rooftop Restaurant, Ripples Bar and Banquet halls at Shyamala Hills, Bhopal. The Site plan, Drawings and Layout plan are provided in Appendix VIII of the RFP.
- o. The use of standards and specifications for use of material, technology and operations shall adhere to the national and international set of specifications and the best practices in the industry.
- p. Provide the basic necessities like drinking water, toilets, DG sets, firefighting facility, and security on the Project Site.

7.5 Site Layout Plan and Drawings

The Site Plan, Layout Plan and Drawings are provided at APPENDIX – VIII.

7.6 Development Period

Development Period shall be maximum 36 months from the Compliance Date.

7.7 Commencement Period

Concessionaire shall commence operations on the Commercial Operations Date i.e., date on which the development activities are completed or any extension in accordance with the Concession Agreement as may be specifically mentioned therein.

7.8 Annual Concession Fee (ACF) and Revenue Share

Annual Concession Fee means the consideration for the grant of rights by the Authority to the Concessionaire for the Project. ACF shall comprise of the Annual Concession Fee (the "ACF") of INR 3 Crores increasing at a compounding rate of 5% p.a. excluding GST and any other taxes applicable from time to time.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the ACF by the selected Bidder to the Authority. The first Annual Concession Fee (ACF) will be due and payable before the time of signing of the Concession Agreement. Subsequent ACF payments shall be made annually, on or before the same date each year, payable as a lump sum.

Example –

Year	ACF Payable Per Annum
Year 1 (Before date of signing of Concession Agreement)	INR 3 Crores + All App Taxes (GST etc)
Year 2	Year 1 ACF + (Year 1 ACF * 5%) + All App Taxes (GST etc)
Year 3	Year 2 ACF + (Year 2 ACF * 5%) + All App Taxes (GST etc)
Year 4	Year 3 ACF + (Year 3 ACF * 5%) + All App Taxes (GST etc)
Year ---	----
Year ---	----
Year ---	----
Year ---	----
Year 60	Year 59 ACF + (Year 59 ACF * 5%) + All App Taxes (GST etc)

Year	ACF Payable Per Annum
Year 1 (Before date of signing of Concession Agreement)	3,00,00,000 + All App Taxes (GST etc)
Year 2	3,15,00,000 + All App Taxes (GST etc)
Year 3	3,30,75,000 + All App Taxes (GST etc)
Year 4	3,47,28,750 + All App Taxes (GST etc)
Year ---	XXX
Year ---	XXX
Year ---	XXX
Year ---	XXX
Year 60	53,36,91,025.55 + All App Taxes (GST etc.)

In addition to the ACF the Concessionaire shall pay a Quoted Revenue share (as will be invited for Shortlisted Bidders from this RFP) –the Revenue share shall be subject to a reserve price of 3% of the gross revenues [Bid Variable] excluding GST and any other taxes applicable from time to time.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share by the selected bidder to the Authority. The 1st (first) Revenue Share shall be paid by the Concessionaire as per the stipulated rate of gross revenues on or before 90 (ninety) days from the close of the immediately preceding

financial year and subsequently Revenue Share payments shall be made annually, on or before 30th June of each year.

Please note, all such applicable taxes shall be paid in addition to the quoted Revenue Share by the selected bidder to the Authority wherein 'Gross Revenues' for any Financial Year shall mean the total amount of revenue and receipts of any kind (from both cash and credit transactions either on accrual or cash basis computed prior to payment of any commission or service charge or fee thereon) derived by the Concessionaire or any received by any agency or agent appointed by the Concessionaire for operation or maintenance of any Project Facilities as certified by the statutory auditors of the Concessionaire, including but not limited to receipts from room occupancy charges, telephone, telefax and telex charges, laundry services, sale of food or beverages, sale of liquor, receipts from any recreational amenities (outdoor pool, health club, spa, sauna, fitness facility etc.), receipts from providing services such as but not limited to outdoor catering, receipts from vending machines; receipts by providing advertisement or advertisement rights, receipts from parking, receipts from lease or licensing commercial or other spaces on account of rent and fee of every description and kind (which would not be limited only to the licensing fee but also the receipts from services mentioned above), and the recovery in respect of any other service or facility provided by the Concessionaire to the users / guests of the said Project, which are availed/ realized by the Concessionaire from outside party(ies) at a consideration but shall exclude and be arrived at after deducting the following:-

- a) All statutory applicable indirect taxes such as luxury tax, sales tax, entertainment tax, expenditure tax, service tax, goods & services tax and the like by whatever name called now or in future, which the Concessionaire has agreed to pay or is bound to pay;
- b) revenue on sale of assets of capital nature owned by the Concessionaire; and
- c) interest income from investments made.

For the avoidance of doubt, Gross Revenue shall also include any amount received by any Affiliate/third party agency to whom the Concessionaire has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project, and any amount received by the Concessionaire from a third party to whom it has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project.

Please note, all such taxes shall be paid in addition to (i.e. over and above) the quoted Revenue Share basis the Gross Revenue by the Selected Bidder to the Authority. It is clarified that the Revenue Share payments shall be ascertained basis the audited financials certified by a chartered accountant as per the relevant 'Indian Accounting Standard' and be made annually, on or before 30th June of each year.

7.9 Concession Period

The Concession Period for Project shall be 60 years from the Compliance Date. It is to be noted that development period (whereunder the Concessionaire shall demolish the present structures and complete the construction of the new building entirely) of 36 months is part of the total Concession Period of 60 years. In case the Concessionaire is able to commence Commercial Operations before the lapse of 36 months, the Concessionaire would have the right to revenues for such period. In case the Concessionaire fails to commence Commercial Operations after 36 months, any delay shall result in reduction in effective revenue generating years for the Concessionaire besides and without prejudice to other rights of the Authority to extend the Concession Period, impose penalties for delay and recover damages as per the provisions of the Concession Agreement.

Checklist of Submission

CHECKLIST OF SUBMISSIONS		
S.No.	Description	Document Submitted (Yes/No)
1.	Bid processing fee Proof	

2.	Earnest Money Deposit (EMD) / Bid Security Proof
3.	Pre-Qualification Bid Cover Letter (Annexure I)
4.	Letter Comprising Bid (Annexure II)
5.	Details of Bidder (Annexure III)
6.	Technical Capacity of Bidder (Annexure III A)
7.	Format for Operational Experience (Annexure III B)
8.	Financial Capacity of Bidder (Annexure III C)
9.	Format for Power of Attorney for Signing Of Bid (Appendix I)
10.	Bank Guarantee for Performance Security (Appendix II)
11.	Format for Power of Attorney for Lead Member of Consortium (Appendix III)
12.	Joint Bidding Agreement for Consortium (Appendix IV)
13.	Guidelines Of the Department of Disinvestment (Appendix V)
14.	Self-Undertaking (Appendix VI)
15.	Covering Letter of Financial Proposal (Appendix VII A)
16.	Site Plan, Drawings and Layout Plan (Appendix VIII)
17.	Anti-Collusion Certificate (Appendix IX)
18.	Statement of Legal Capacity (Appendix X)
19.	Undertaking on behalf of Consortium Member if only providing O&M and part of Consortium for Technical Capacity (Appendix XI)
20.	Appendix XIV: Bidder Technical Evaluation Sheet

SECTION 8

8. ANNEXURES

Annexure I: Pre-Qualification Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To,

Managing Director,

Madhya Pradesh Hotel Corporation Ltd.,

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Subject: Request for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by 10 years)

Ref: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Request for Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by 10 years).

We attach here to our responses to pre-qualification requirements, Technical and Price Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered client is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short- listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any response to RFP which you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the bids and also all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this_____Day of 2025

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of Company)

seal/stamp of Bidder

Bidder Details

S.No.	Details of Bidder	Details
1.	Organization Name	
2.	Legal Status (Sole proprietor/Individual/Company/Pvt. Ltd/LLP etc.)	
3.	Registered Office Address	
4.	Incorporation/Registration Date and No.	
5.	GST Number	
6.	PAN Details	
7.	Primary Contact Person (Name, Designation, Address, Mobile No. Email, Fax)	
8.	Secondary Contact Person (Name, Designation, Address, Mobile No., Email, Fax)	

Note: To be provided by Bidder

Annexure II: Letter Comprising the Bid

On the letter head of the bidder

Date:

Place:

To,

The Managing Director

Madhya Pradesh Hotel Corporation Ltd. (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Sub: Request For Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 Years)

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 in all respects.
2. I/ We acknowledge that MPHCL will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid and in Appendices (I to X) and Annexures (I to III (C)) contained herein 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, Operation & Maintenance and Management of the aforesaid Project.
4. I/ We shall make available to MPHCL any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of MPHCL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 5 (five) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by MPHCL.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2(iii) of the RFP;

- 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 Section 4 on Fraud & Corrupt Practices of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MPHCL or any other public sector enterprise or any government, Central or State;
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section on Fraud & Corrupt Practices 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;
 - e. I/ We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice;
 - f. I/ We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
 - g. I/ We are not barred by MPHCL, or any state government or any of their agencies from participating in similar projects.
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.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Financial Turnover and 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 applying for the Bid
 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 / any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ Employees.
 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 MPHCL of the same immediately.
 15. I/ We hereby submit the Statement of Legal Capacity as per format provided at Appendix X: Statement of Legal Capacity with this Letter Comprising the Bid.
 16. I/ We hereby submit the Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix I: Format for Power of Attorney for signing of Bid and Appendix III: Format for Power of Attorney for Lead Member of Consortium respectively of the RFP, is also enclosed.
 17. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MPHCL 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.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/ We certify that in terms of the RFP, my/our Financial Turnover is INR_(Indian Rupees _____ Only) and Net worth is INR..... (Indian Rupees _____ Only) (in words) and meet the Eligibility Criteria as mentioned in Clause 2.2.1 of this RFP document.
20. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP. Yours faithfully,

Date:

Signature, Name and Designation of the Authorized Signatory

Place:

Name and Seal of the Bidder/ Lead Member

Annexure III: Details of Bidder

On the letter head of the bidder

1. (a) Name:
 - (b) Country of incorporation/ registration:
 - (c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
 - (d) Date of Incorporation and/ or Commencement of Business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of Individual(s) who will serve as the Point of Contact/ Communication for MPHCL:
 - (a) Name:
 - (b) Designation:
 - (c) Entity:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.4 should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

S. No.	Name of Member	Role* {Refer Clause 2.2.4}	Percentage of equity in the Consortium
1.			
2.			
3.			

- (d) The following information shall also be provided for each member of the Consortium:

Name of Bidder/Member of the Consortium

S. No.	Criteria	Yes	No
1.	Has the Bidder/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project (DBFOT 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% (five percent) 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 5 (five) years?		

6. 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 noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date:

Signature, Name and Designation of the Authorized Signatory

Place:

Name and Seal of the Bidder/ Lead Member

Annexure III: (A) Technical Capacity of Bidder

On the letter head of the bidder
(A) Format for Development Experience

Project Name and Location	No. of Rooms	Project Cost (excluding Land Cost) in INR	Project Date (Commencement - Completion of the Project)	Proof of No. of Rooms and Operation Enclosed (Yes/No)

Note:

1. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an and/ or Consortium Member in case of Consortium.
2. The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Statutory Auditor/ Chartered Accountant of the Bidder.

This is to certify that_(Name of the Bidder) has promoted and developed_____ (Title and nature of the Projects) with a total investment of INR. _____Crores.

We further certify that the Project was commissioned on _____ (Date) and completed on _____ (Date) and (Name of the Bidder) held_% of the equity capital in the Project as on the date of commissioning.

Signature of the Statutory Auditors/ Chartered Accountant
(With seal and registration no)

Date
Name with Designation and Signature

Entity

Annexure III (B): Format for Operational Experience

On the letter head of the bidder
(B) Format for Operational Experience

Project Name and Location	No. of Rooms	Project Cost (excluding Land Cost) in INR	Project Date (Commencement - Completion of the Project)	Proof of No. of Rooms and Operation Enclosed (Yes/No)

Note:

1. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or Consortium Member in case of Consortium.

This is to certify that_(Name of the Bidder) has operated _ (Title and nature of the Projects) from the year to Year ____ with a total project cost of INR. _____Crores

We further certify that the Project was commissioned on _____ (Date) and completed on _____ (Date) and (Name of the Bidder) held_% of the equity capital in the Project as on the date of commissioning.

Signature of the Statutory Auditors/ Chartered Accountant

(With seal and registration no)

Date

Name with Designation and Signature

Entity

Annexure III (C): Financial Capacity of Bidder

FORMAT FOR FINANCIAL DATA

On the letter head of the CA/SA

1. Financial Turnover

All figures in INR Cr.

Description	Past Five Financial years (Audited accounts)				
	Year	Year	Year	Year	Year
Operating Revenue					
(add) Other Revenue					
Total Turnover					
Average Turnover for any Three Years	Year 20XX	Year 20XX	Year 20XX		

2. Net Worth (as on 31st March 2024)

Description	Amount (in INR Cr.)
Subscribed Share Capital	
(add) Paid up Share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)	
Net-worth	

* Details of the items included in the non-cash expenses have to be provided.

Note:

1. Audited Balance Sheets, Financial Statements and Annual Reports (where the Bidder is a Company) and Profit & Loss statements of the Bidder (of each Member in case of a Consortium for the purpose of qualification) at the closing of the preceding Financial Year, before the Bid Due Date shall be enclosed. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members;
 - 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. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in terms of this RFP;
3. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth;
4. For the purposes of this RFP the term Net Worth means following:
 - a. **"Net Worth" for company shall mean** 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 and accumulated losses
 - b. **Net Worth for Partnership Firm would mean:** [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
 - c. Net Worth for Sole Proprietorship would mean: Total Assets- Total Liabilities

Signature:.....

Name:

Designation:

Name of Bidder:

Stamp/ seal:

Date:

UDIN:

SECTION 9

9. APPENDIX

Appendix I: Format for Power of Attorney for Signing Of Bid

(On a Non-Judicial Stamp Paper of INR 100)

POWER OF ATTORNEY

Know all men by these presents, We__ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize

Mr/ Ms (name), _____ son/daughter/wife _____ and presently residing at

_____, who is [presently employed with us in the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid to MPHCL for Request For Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 Years) (the "**Project**") proposed or being developed by the _____ (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to MPHCL, representing us in all matters before MPHCL, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with MPHCL 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 Concession Agreement with the Authority.

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

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

For

(Signature)

(Signature, name, designation and address)

Witnesses:

1.

[Notarized]

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

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

Appendix II: Bank Guarantee for Performance Security

Bank Guarantee No.

Issuer of Bank Guarantee

(Name of Bank)

(Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee

Details of the Bank of the Beneficiary

Bank: <> Branch:<>

IFSC Code:<>

Nature of the Bank Guarantee

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee

Concession Agreement (hereinafter referred to as the "Concession") to be executed amongst MPHCL [Hereinafter referred to as the "Concessions Authority"] and _____ (name of the Concessionaire) [hereinafter referred to as the "Concessionaire"] for the Development/Renovation, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal as a 5 Star Category Hotel on Design, Build, Finance, Operate, Transfer (DBFOT) Mode [hereinafter referred to as the "**Project**"], provided, however, such context of the Bank Guarantee or reference to the Concession in this Bank Guarantee shall be in no manner relied upon at any stage to adversely affect or dilute the Unconditional and irrevocable nature of this Bank Guarantee. The title of this Bank Guarantee i.e., "Performance Security" shall in no manner and at no stage be relied upon at any stage to adversely affect or dilute the Unconditional and irrevocable nature of this Bank Guarantee. The Contract of the Bank Guarantee is an Independent Contract between the Bank and the Authority and is not dependent upon the execution or performance of any Contract/Agreement amongst the Authority and the Selected Bidder/Concessionaire.

As per the terms of the Concession Agreement, the Concessionaire is required to furnish to THE AUTHORITY, an unconditional and irrevocable bank guarantee for an amount of

Rs _____

(Rupees _____ only) as security for due and punctual performance/discharge of its obligations under the Concession Agreement for the Concession Period.

Operative part of the Bank Guarantee

1. At the request of the Concessionaire, we _____ (name and address of the bank), hereinafter referred to as the ("Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the guarantor and are responsible to the Authority i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs (Rupees__ only), such sum being payable by us to the Authority immediately upon receipt of the first written demand from the Authority.
2. We unconditionally and irrevocably undertake to pay to the Authority, on an immediate basis, upon receipt of first written demand from the Authority without any cavil or argument or delaying tactics or reference by us to the Concessionaire and without any need for the Authority to convey us any reasons for invocation of the Guarantee or to prove on the failure on the part of the Concessionaire or to show grounds or reasons for the demand or sum specified therein, the entire sum or sums within the limits of Rs (Rupees only).
3. We hereby waive the necessity of the Authority to demand the said amount from the Concessionaire first prior to serving a demand notice upon us for the encashment of this Bank Guarantee Amount.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Authority that the Authority will be the sole and exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Concessionaire, which are recoverable by the Authority by invocation of this Guarantee.
5. The Guarantee will not be discharged due to a change in the constitution of the Bank or the Concessionaire. We undertake that to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Authority.
6. We unconditionally and irrevocably undertake to the Authority, any amount so demanded not exceeding Rs _____ (Rupees only) notwithstanding any dispute or disputes raised by the Concessionaire or anyone else in any suit or proceedings before any court, tribunal or any other authority or tribunal including an arbitral tribunal, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Authority, shall be valid discharge of our liability for payment under the Guarantee and the Concessionaire shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid till _____
8. This Bank Guarantee is issued by the Bank having its office at _____ but as per the Authority's requirement, this Guarantee can be encashable / negotiable at the Bank's branch at Bhopal having address at _____.

Notwithstanding anytime contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only).
2. The unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____
3. We are liable to pay the guaranteed amount or any part hereof under this unconditional and irrevocable Bank Guarantee only and if the Authority serves upon us as a written claim or demand on or before _____.

Appendix III: Format for Power of Attorney for Lead Member of Consortium

(On a Non-Judicial Stamp Paper of INR 100)

POWER OF ATTORNEY

Whereas Madhya Pradesh Hotel Corporation Ltd., Government of Madhya Pradesh (the “**Authority**”) has invited Bids from interested parties for Request for Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (the “**Project**”). Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (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 _____, [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with MPHCL, 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 Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF_20**

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 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate*

Appendix IV: Joint Bidding Agreement for Consortium

(On a Non-Judicial Stamp Paper of INR 100)

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

AMONGST

1. (a Sole Proprietorship, Partnership firm, LLP or a Company (Public or Private Ltd.)¹ incorporated under 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. (a Sole Proprietorship, Partnership firm, LLP or a Company (Public or Private Ltd.)² registered/ incorporated under 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. (a Sole Proprietorship, Partnership firm, LLP or a Company (Public or Private Ltd.)³ registered/ incorporated under and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

MADHYA PRADESH HOTEL CORPORATION Ltd., represented by _____, and having its principal office at Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003 (hereinafter referred to as the "MPHCL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. dated (the "RFP") for selection of bidder for **Request For Proposal for Development, Operation &**

Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years) (the "Project") for and on behalf of Madhya Pradesh Hotel Corporation Ltd. (the "**Authority**").

- A. 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
- B. 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:

Definitions and Interpretations

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

4. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project. 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.

5. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

[Note: However, in case any member of the Consortium is only fulfilling the Technical Capacity/Eligibility of the Bid and would only be providing the O&M services towards the Project, such member may not be required to hold any shareholding in the SPV provided it has agreed to be bound to provide O&M obligations for a period of atleast 10 years from the Commercial Operations Date.]

6. 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 Concession Agreement when all the obligations of the SPV shall become effective.
- b. Party of the Second Part and Third Part shall be the ----- Member of the Consortium
- c. The roles and responsibilities of the Members of the Consortium shall be as follows:

➤ The Party of the First Part (Lead Member) shall be responsible for:

- i.
- ii.

➤ The Party of the Second Part shall be responsible for:

- (i)
- (ii)

➤ The Party of the Third Part shall be responsible for:

- (i)
- (ii)

7. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the fifth anniversary of the date of commercial operations of the Project is achieved under and in accordance with the Concession Agreement.

8. Shareholding in the SPV

a) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows (subject to Covenant 5 and its note above):

First Party (minimum 51%):

Second Party (minimum 10%):

Third Party (minimum 10%):

b) Commit that each of the Members, whose Technical Capacity and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to at least 100% paid up and subscribed equity of the SPV for a period until the 10th anniversary of the Commercial Operations Date.

c) Members of the Consortium undertake that they shall collectively hold an equity shareholding of at least 100% (one hundred percent) of the paid up and subscribed equity of the SPV until the Tenth anniversary of the Commercial Operations Date (COD) with Lead Member to hold minimum 51% and all other members to hold minimum 10% and thereafter for the remainder of the concession period, the lead member to hold at least 26% of the paid up and subscribed equity of the SPV and other members to hold minimum 10% of the paid up and

subscribed equity of the SPV i.e. post lock in period of the tenth year of Commercial Operation Date of the Project.

- d) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and more particularly the Concession Agreement.
- e) At no stage during the Lock-in-Period shall any change in the shareholding pattern be made by the Bidder or Consortium Members without obtaining prior approval from the Authority. Such approval may be granted by the Authority only in exceptional circumstances of bankruptcy or insolvency of any of the member/s of the consortium except the lead member. On an application made for the aforesaid purpose, Authority may permit the change of shareholding pattern or O&M Operator, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority.
- f) In exceptional circumstances, where there is to be a replacement of any Consortium member including O&M Operator and other than the Lead Member during the lock in period then the member replacing the outgoing member should have similar technical and financial experience, to be expressly allowed by the Authority. Whereas, in such a case it shall be the responsibility of the lead member to immediately furnish documents highlighting such aforesaid expertise, to the Authority to its complete satisfaction, inter alia, in accordance with the requirements highlighted in the RFP for a Bidder/Consortium.
- g) Post the Lock-in-Period, any change in the shareholding pattern shall only be made by the Bidder or Consortium Members after obtaining prior approval from the Authority, and the member replacing the outgoing member should have similar technical and financial experience. Authority may permit the change of shareholding pattern, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority.

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

10. Termination

This Agreement shall be effective from the date hereof and shall continue in full force till the Concession Period of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not 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.

11. Miscellaneous

- a) That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Authority authorize and will comply with all the terms and conditions of the Authorization Agreement as would be entered with the Authority.
- b) This Joint Bidding Agreement shall be governed by laws of India.
- c) 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

For and on behalf of

LEAD MEMBER by:

(Signature):

(Name):

(Designation)

(Address)

SIGNED, SEALED AND
DELIVERED

SECOND PARTY & THIRD
PARTY

(Signature)

(Name)

(Designation)

(Address)

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 V: Guidelines Of the Department of Disinvestment

(To be signed & submitted along with the Bid)

On the letter head of the bidder

No. 6/4/2001-DD-II Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the Process of Disinvestment.

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

- a. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- e. The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Date: Signature, Name and Designation of the Authorized Signatory

Place: Name and Seal of the Bidder/ Lead Member

Appendix VI: Self Undertaking

(On Letter Head of the Bidder/All the members in Case of a Consortium)

Ref.

Date:

To

The Managing Director

Madhya Pradesh Hotel Corporation Ltd (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Sub: Request For Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)

Dear Sir/Madam,

I/We (Name of the Bidder) hereby take that I/We (Name of the Bidder) have not been debarred/blacklisted/terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU).

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of

Appendix VII (A): Covering Letter of Financial Proposal

Covering Letter

On the letter head of the bidder

Date:

Place:

To

The Managing Director

Madhya Pradesh Hotel Corporation Ltd. (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Sub: Request For Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years

Dear Sir/Madam,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of our firm as an Agency for above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Appendix VII (B): Financial Proposal

S. No.	Project/Name	Revenue Share % of the Gross Revenues (Percentage to be provided) Upto 2 Decimal points only	In Words
1.	Request For Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years		

Note: Only for information purposes, not to be filled as part of Technical Bid. Financial Bids shall only be uploaded as BoQ on e-procurement portal.

Authorized Signature:

Name:

Designation

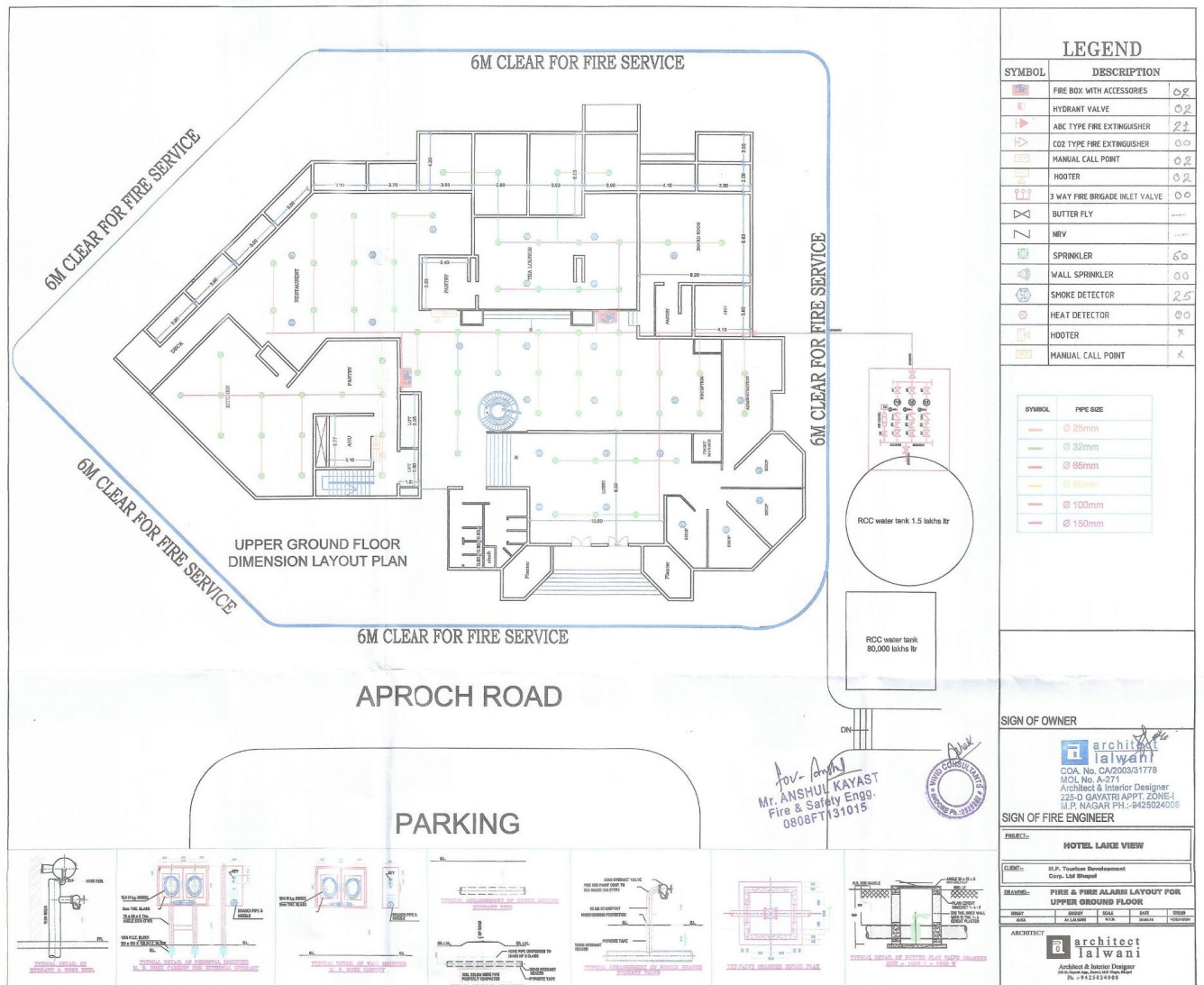
Name of firm:

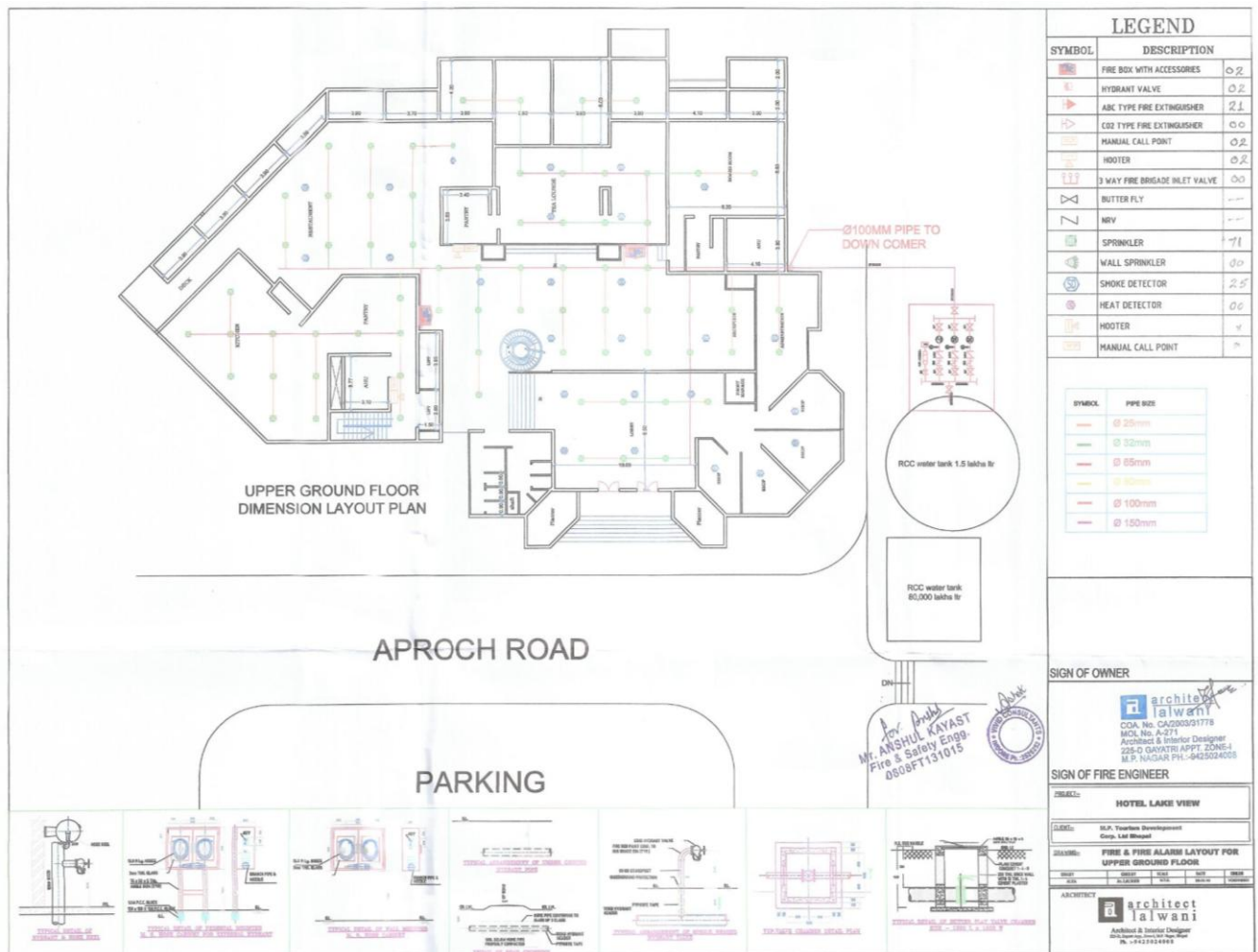
Address.....

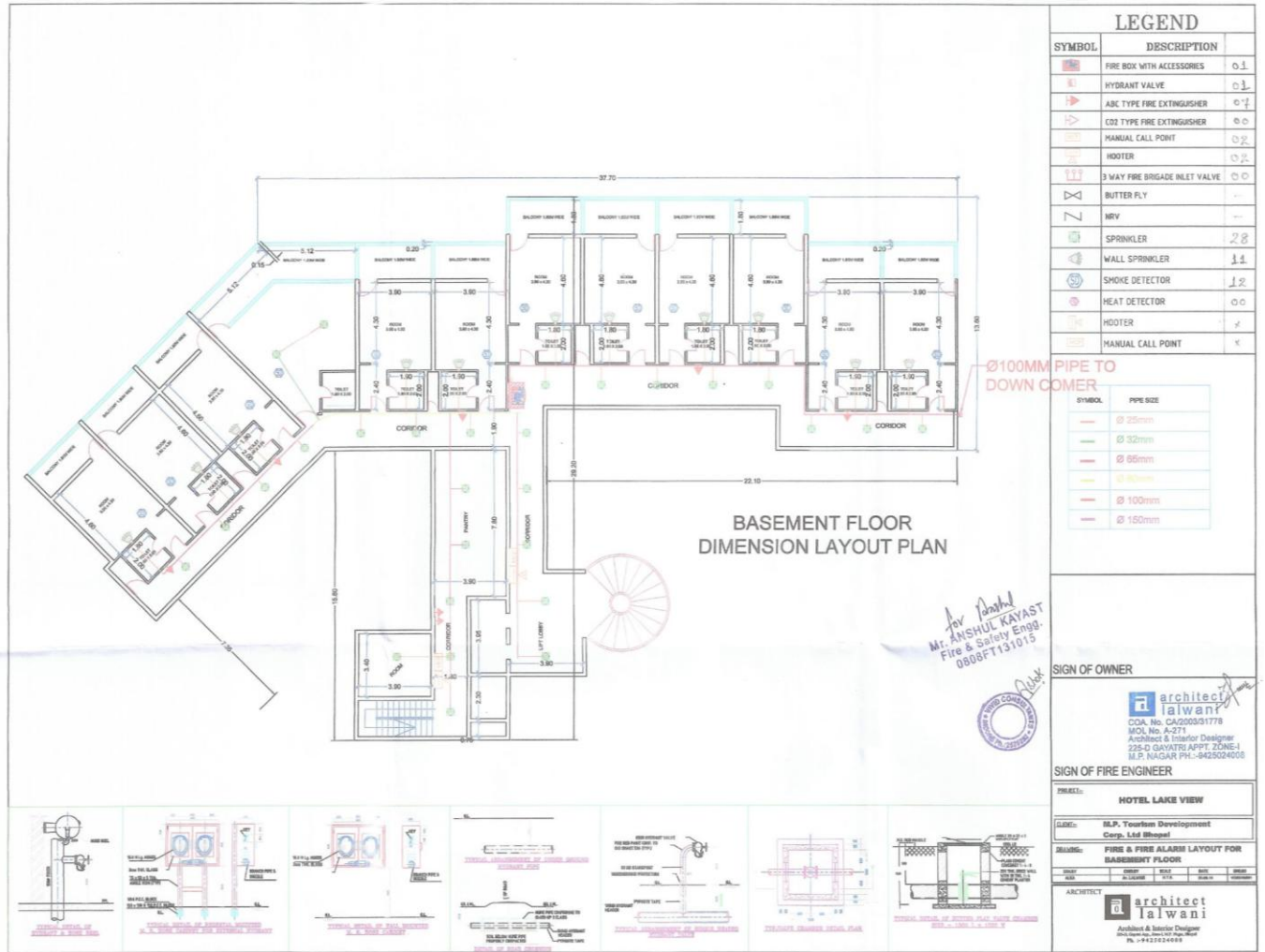
Note:

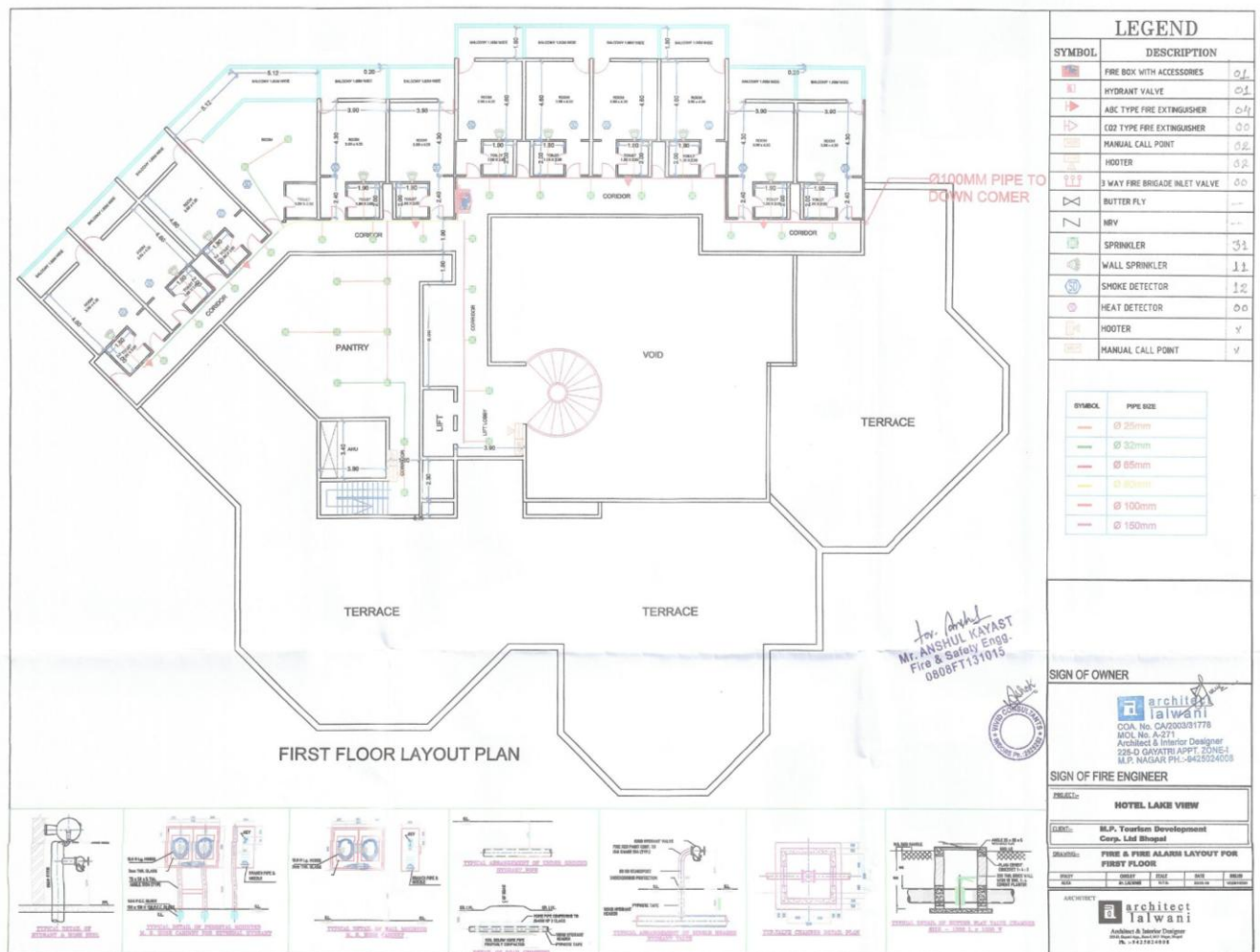
1. GST shall be paid separately as per prevailing rate and the same is not required to indicated in Financial Proposal
2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
3. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

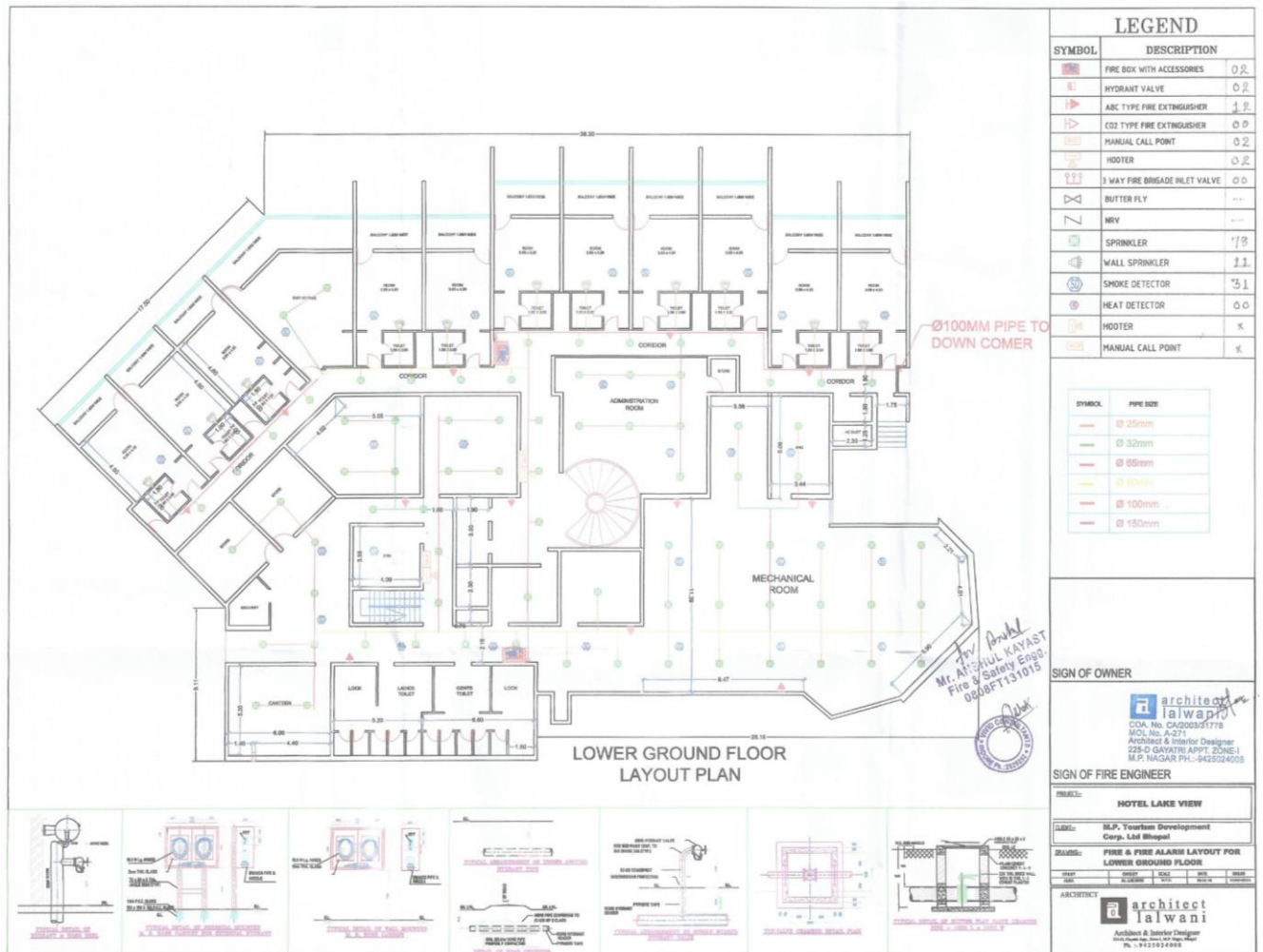
Appendix VIII: Site Plan, Drawings and Layout Plan

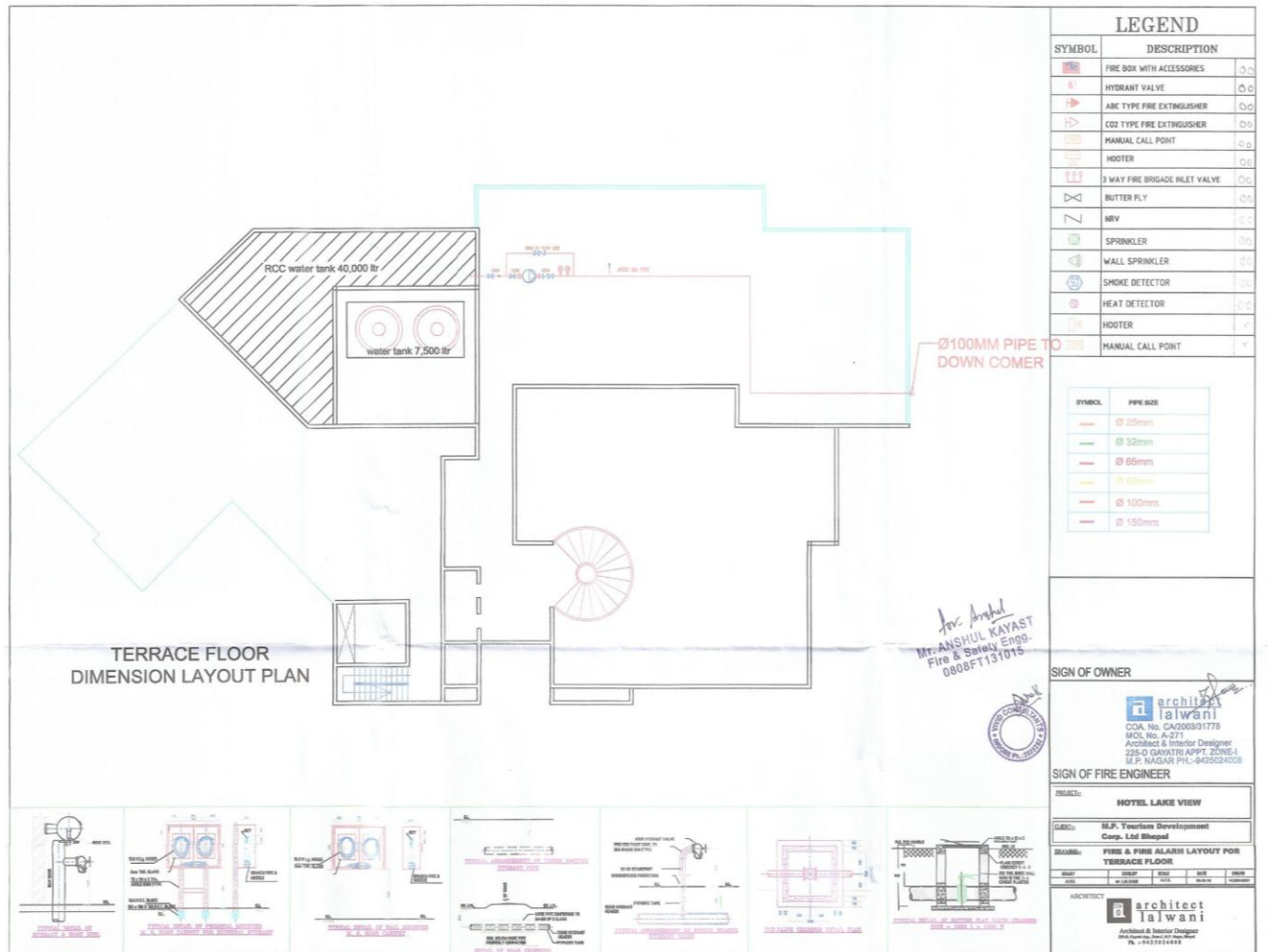












Appendix IX: Anti-Collusion Certificate

FORMAT FOR ANTI-COLLUSION CERTIFICATE

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid. Dated this

_____ Day of _____, 2024_

Name of the Bidder_____

Signature of the Authorised Person_____

Name of the Authorised Person

Note:

♣ *To be executed by all the Members in case of Consortium.*

Appendix X: Statement of Legal Capacity

FORMAT FOR STATEMENT OF LEGAL CAPACITY

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

Ref. Date:

To,

The Managing Director

Madhya Pradesh Hotel Corporation Ltd. (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Dear Sir,

We hereby confirm that we, _____ (herein after referred as _____) having our registered address at _____ and _____ having our registered office at _____ and _____ having our registered office at _____ (hereinafter collectively referred to as the "Principals") satisfy the terms and conditions laid down in the RFP document.

We have agreed that _____ will act as the Lead Member of our consortium.

We have agreed that _____ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Appendix XI: Undertaking by Member of Consortium only for Technical Capacity Qualification

Ref. Date:

To,

The Managing Director

Madhya Pradesh Hotel Corporation Ltd. (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

Dear Sir,

We hereby confirm that we, _____ (herein after referred as _____) having our registered address at _____ (hereinafter collectively referred to as the "Principal") are a part of the consortium comprising of _____ and _____ members and have filed the Joint Bid under the terms of the RFP Document. We submit that we satisfy the terms and conditions laid down in the RFP document towards the Technical Capacity/Eligibility which are detailed in the Joint Bid filed with the Authority. We are not filing or submitting any details towards the Financial Eligibility and will accordingly not be mandated to take up any equity in the resultant Special Purpose Vehicle.

We undertake that as per the terms of the RFP, in case the Consortium comprising of _____, _____ and _____ are declared as the Successful Bidder, we shall execute an agreement with the resultant Special Purpose Vehicle to operate and manage the Project Hotel for a period of atleast 10 years and abide by all terms and be bound by the terms of present RFP and resulting Concessionaire Agreement (which is in form of a draft annexed to the RFP) as applicable. We undertake to provide a draft copy of the agreement to be signed with the resultant Special Purpose Vehicle for approval of the Authority and provide a signed copy of the said agreement as a condition precedent on the Compliance Date (as defined in the RFP or Concession Agreement) to be exempt from taking any equity in the resultant Special Purpose Vehicle.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Appendix XII: Pre-Bid Query/Clarification Format

Ref. Date:

To,

The Managing Director

Madhya Pradesh Hotel Corporation Ltd. (MPHCL)

Paryatan Bhawan, Bhadbhada Rd, Shastri Nagar, Bhopal, Madhya Pradesh 462003

The Bidders may send their queries on mdmpstdc@mp.gov.in and cs.mptb@mp.gov.in in the format specified below. The document containing the pre-proposal queries to be uploaded shall bear the following identification:

“Queries concerning Request for Proposal for Development, Operation & Maintenance and Management of Lakeview Residency Hotel, Bhopal on Design, Build, Finance, Operate, Transfer (DBFOT) Mode for 60 Years (extendable by a period of 10 years)”

S. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested

- The Bidders shall send in their queries at least 2 (two) days prior to the Pre-Bid Conference date specified in Clause 1.10 of the RFP. MPHCL shall endeavour to respond to the queries within the period specified therein.
- Not later than 7 (seven) days prior to the Bid Due Date, MPHCL may choose to upload the responses on the e-procurement website i.e. <https://mptenders.gov.in/> specified in the RFP advertisement.

Appendix XIII: Illustrations for Gross Revenue

The following list is provided for illustration and reference purposes only. It does not constitute an exhaustive or definitive list of revenue streams, but rather provides a general indication of potential revenue sources that shall be treated as Gross Revenue for the project. The actual revenue streams are more comprehensive and shall be considered non-exhaustive as per definition of Gross Revenue provided in the RFP and DCA;

A. Revenue Sources:

1. Core Hospitality Services:

- 1.1 Room occupancy charges, including revenues from early check-ins, late check-outs, and cancellations.
- 1.2 Charges for telephone, telefax, internet access, and other communication services.
- 1.3 Laundry, valet, and related services.

2. Food and Beverage:

- 2.1 Revenue from the sale of food, beverages, and liquor, including in-room dining and minibar sales.
- 2.2 Outdoor catering services.

3. Recreational Amenities and Memberships:

- 3.1 Charges for recreational amenities, such as pools, gyms, spas, saunas, fitness centers, and similar facilities.
- 3.2 Membership fees for health clubs, gyms, and recreational facilities.

4. Event Management and Banquet Revenue:

- 4.1 Revenue from hosting events, including weddings, conferences, exhibitions, and other gatherings.
- 4.2 Rentals for banquet halls, meeting rooms, or outdoor spaces.

5. Retail and Concession Agreements:

- 5.1 Revenue from in-house shops, kiosks, concession stands, or branded retail outlets within the premises.
- 5.2 Franchise fees or co-branding revenues for leased commercial spaces.

6. Digital and Technology Services:

6.1 Charges for premium Wi-Fi access, pay-per-view entertainment, or other digital services provided to guests.

7. Tours and Transportation Services:

7.1 Revenue from guided tours, ticket sales, or transportation services organized or outsourced by the hotel.

8. Advertising and Sponsorships:

8.1 Revenue from advertisements, sponsorships, or hoardings within the premises or on its infrastructure.

9. Infrastructure Rentals and Utilities:

9.1 Income from leasing infrastructure, such as rooftops for telecom towers or solar installations.

10. Other Receipts:

- 10.1 Commissions or fees earned from third-party bookings, partnerships, or revenue-sharing arrangements with travel agents and service providers.
- 10.2 Receipts from vending machines and ancillary facilities.

B. Revenue from Third Parties:

Gross Revenues shall include any amount received by third-party agencies, affiliates, or subcontractors of the Concessionaire for Associated Services, Hospitality Services, or any other activity related to the Project that generates revenue on behalf of the Concessionaire.

Appendix XIV: Bidder Technical Evaluation Sheet

S.No.	Description	Shared - Documents/Format	Marks Allocated by Bidder								
A. Bidder Project Experience (Bidder to be considered) (max 80 marks)											
1.	<div>iv. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 1 (one) hotel/resort having minimum 100 rooms with Project Cost over INR 100 Crores (Excluding Land Value); - 10 Marks</div> <div>v. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 2 (two) hotels/resort having minimum 100 rooms each with Project Cost over INR 100 Crores each (Excluding Land Value); - 20 Marks</div> <div>vi. Experience of either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of at least 3 (three) hotels/resort having minimum 100 rooms each with Project Cost over INR 100 Crores each (Excluding Land Value); - 30 Marks</div>	Highlight Shared Proof	XX Marks out of 30 Marks								
CA provided – Yes/No											
2.	Net worth criteria shall be fulfilled by the bidder	<table><tr><th>Net worth (INR Crores)</th><th>Marking scheme (Marks)</th></tr><tr><td>37.50 – 67.50</td><td>15</td></tr><tr><td>67.51 – 97.50</td><td>20</td></tr><tr><td>More than</td><td>25</td></tr></table>	Net worth (INR Crores)	Marking scheme (Marks)	37.50 – 67.50	15	67.51 – 97.50	20	More than	25	XX Marks out of 25 Marks
Net worth (INR Crores)	Marking scheme (Marks)										
37.50 – 67.50	15										
67.51 – 97.50	20										
More than	25										

		97.50	
3.	<p>The Bidder or any of the members of the Consortium should have experience since its registration / establishment, i.e. experience in either Development and Operation & Maintenance/Management or Operation & Maintenance/Management of Hotels/ Resorts</p> <p>Minimum marks for atleast;</p> <p>Minimum 5 Years – 15 Marks</p> <p>Minimum 7.5 Years – 20 Marks</p> <p>Minimum 10 Years – 25 Marks</p>	Highlight Shared Proof	<p>XX Marks out of 25 Marks</p>
Total Marks			80 Marks