

CORRIGENDUM NO.1

<p style="text-align: center;">“REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR “DEVELOPING VARIOUS DESTINATIONS (ORCCHA, ATAR(BHIND),TAMIA,CHANDERI,KUNO , BARGI DAM)AS A TOURISM DESTINATION” OF MADHYA PRADESH FOR 10 YEARS” NIT No.: 414/MPTB/2023 and SYSTEM NO -2023_MPTB_247162 25 January 2023</p>		
<p style="text-align: center;">THE FOLLOWING ARE THE MODIFICATIONS TO THE RFP THE DELETIONS FROM THE EARLIER TEXT OF THE RFP ARE INDICATED AS STRIKE THROUGHS AND THE ADDITIONS ARE UNDERLINED.</p>		
Sl. No.	Point No.	Provision of the RFP
(i)	2.2.5	<p>Point no 2.2.5 has been revised as under:</p> <p>The bidder must have successfully completed at least three events / festivals along with manage and operate minimum 50 tents, in the field of Tourism for Central Government / State Government with a project cost of minimum Rs. 3 Crores during the 5 years preceding the proposal due date. Copies of the Work Order / Completion Certificate need to be submitted.</p> <p>The bidder must have successfully completed at least TWO events / festivals along with manage and operate minimum 50 tents, in the field of Tourism for Central Government / State Government with a project cost of minimum Rs. 3 Crores during the 5 years preceding the proposal due date. Copies of the Work Order / Completion Certificate need to be submitted.</p> <p style="text-align: center;">Or</p> <p><u>The bidder must have successfully completed at least Two events / festivals along with manage and operate 50 Tents at one location for minimum sixty days in the field of Tourism for Central Government / State Government on VGF model or any other model during the 5 years preceding the proposal due date. Copies of the Work Order / Completion Certificate need to be submitted.</u></p>
(ii)	3.2	<p>Point no 3.2 (score sheet)has been revised as under:</p> <p>The bidder must have successfully completed at least Two events / Festivals along with manage and operate minimum 50 tents,, in the field of Tourism for Central Government / State Government with a project cost of minimum Rs. 3 Crores during the 5 years preceding the proposal due date.</p> <p style="text-align: center;">or</p> <p><u>The bidder must have successfully completed at least Two events / festivals along with manage and operate 50 Tents at one location for minimum sixty days in the field of Tourism for Central Government / State Government on VGF model or any other model during the 5 years preceding the proposal due date. Copies of the Work Order / Completion Certificate need to be submitted.</u></p> <p>Minimum 3 Festivals – 5 Marks-</p> <p>Above 3 Festivals – 3 Marks for Each Festival Up to 20 Marks-</p> <p>Minimum 2 Festivals - 10 Marks</p> <p>Above 2 Festivals - 5 Marks for Each Festival Up to 20 Marks.</p> <p>Note: Work order or Completion certificate need to be enclosed</p>

(iii)	2.2.9	<p>Point no 2.2.9 has been added as under:</p> <p><u>Consortium or Joint Venture bids shall be allowed and the terms and conditions of consortium mentioned in annexure 7 , 8 and 9.</u></p>
(iv)	1.3.22 (K)	<p>Point no 1.3.22 (K) has been added as under:</p> <p><u>Any sponsorship sought for the event should have prior approval of the Authority. Decision of the Authority in this regard shall be final.</u></p>

Annexure VII

Conditions for Consortium

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

1. The Bidder may be a Proprietorship firm /partnership firm/ Company as single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
2. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
3. Combined turnover and network for both the members will be considered.
4. Combined technical capability of both the members will be considered.
5. Performance Security is to be submitted by the lead member only.
6. MPTB will do all correspondence with lead member only.
7. MPTB will make all the payments to lead member only.
8. Number of members in a consortium shall not exceed 2 (TWO);
9. Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium;
10. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format annexed , signed by all the other members of the Consortium;
11. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
12. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
13. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
14. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in annexure (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal.
15. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.

16. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
17. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.
18. There should be no change in the Consortium structure after the submission of bid. If there are any changes in the Consortium structure by any Bidder, the Authority reserves the right not to consider the change in the Consortium and to reject such a bid.
19. a Bidder may, within 15 (fifteen) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.
20. No change in Consortium Members shall be allowed for at least 5 years from the commercial operations of the Project.

Annexure IX- Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh Tourism Board (MPTB) ("the Authority") has invited **“Request For Proposal for Selection of Agency For “Developing Various Destinations (Orchha, Ater (Bhind), Tamia, Chanderi, Kuno, Bargi Dam) As A Tourism Destination” Of Madhya Pradesh For 10 Years”, (“ theProject”)**.

Whereas,,,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to

as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S

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

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

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

..... 2.....For

(Signature)

.....

.....(Name &

Title)

For

(Signature)

.....

.....(Name &

Title)

Witnesses:

1.

2.

.....

.....(Executants)

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

Notes:

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

2.Also, wherever required, the Bidder should submit for verification the extract of the

charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Annexure X -
Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

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

WHEREAS,

- (A) [THE Madhya Pradesh Tourism Board having its office at, Bhopal (hereinafter referred to as the “**Authority**” or “MPTB ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the “**Proposals**”) by its Request for Proposal No. dated (the “**Request For Proposal for Selection of Agency For “Developing Various Destinations (Orchha, Ater (Bhind), Tamia, Chanderi, Kuno, Bargi Dam) As A Tourism Destination” Of Madhya Pradesh For 10 Years**” (“ the Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

Consortium

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

2. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {{(c) Party of the Third Part shall be the other Member of the Consortium}}

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

3. Joint and Several Liability

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

4. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, Development Right, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or

prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

5. Termination

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

6. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Name)

(Signature)

(Name)

(Designation)
(Address)

(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on
behalf ofTHIRD
PART

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance withthe procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member.