

REQUEST FOR PROPOSALS
RFP NO.1/___/TOURISM BOARD/20__

MANAGEMENT CONTRACT
FOR
27 PROPERTIES OF CHHATTISGARH TOURISM BOARD

Disclaimer

1. The information contained in the RFP Document or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of Chhattisgarh Tourism Board or any of their employees or advisers, is provided to Applicant on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.
2. Though had equate care has been taken in the preparation of this RFP Document, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Managing Director, Chhattisgarh Tourism Board immediately before the proposed due date. If no intimation is received by the Chhattisgarh Tourism Board within the date, it shall be deemed that the party is satisfied with the RFP Document and is complete in all respects.
3. The RFP Document is not an agreement and is neither an offer nor invitation by the Chhattisgarh Tourism Board to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP Document may include statements, which reflect various assumptions and assessments arrived at by the Chhattisgarh Tourism Board in relation to the requirement. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The RFP Document may not be appropriate for all persons, and it is not possible for Chhattisgarh Tourism Board, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read so ruses the RFP Document. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct, each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.
4. Information provided in the RFP Document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Chhattisgarh Tourism Board accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. Chhattisgarh Tourism Board, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 the RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption,
6. Statement or information contained therein or deemed to form part of the RFP Document or arising in any way in this Selection Process.
7. Chhattisgarh Tourism Board also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Applicant up on the statements contained in the RFP Document.

8. Chhattisgarh Tourism Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP Document which will be posted on the websites <http://eproc.cgstate.gov.in>, <http://tourism.cg.gov.in> and <http://cgtourism.choice.gov.in>. It will be the responsibility of the interested Applicants to keep themselves informed about the same.
9. The issue of this RFP Document does not imply that Chhattisgarh Tourism Board is bound to select a Successful Applicant for the project. Chhattisgarh Tourism Board reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
10. The Applicant shall be ar all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Chhattisgarh Tourism Board or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Chhattisgarh Tourism Board shall not be liable in any manner what so ever for the same or for anyot her costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regard less of the conductor outcome of the Selection Process.

SECTION –1



Chhattisgarh Tourism Board,
Notice Inviting Bids for Properties
For Operation and Maintenance as per Management Contract

Online bids are invited from reputed and experienced hoteliers individuals or firms (having experience in Operation and Maintenance of Tourism properties) to provide excellent services to 27 properties / units (motels / hotels / resorts/rest houses etc.) of Chhattisgarh Tourism Board (CTB) under Management Contract for a period of ten (10) years which may be extended further for 10 years as per terms and conditions of the RFP.

Proposals as per RFP and required documents should be submitted as per the set procedure of RFP Document and date mentioned in Section 3 of the RFP document.

Last date for online submission of Technical and Financial Proposal: 10.08.2018 till 3:30 PM

Last date for physical submission of Technical Proposal: 10.08.2018 till 3:30 PM

Interested entities can obtain the details of the RFP Document from Websites: eproc.cgstate.gov.in and <http://cgtourism.choice.gov.in>. Amendments / Corrigendum / modifications, if any shall not be published in the newspapers but the same shall be uploaded in the websites only. CTB reserves the rights to change the terms and conditions, select / reject any application without assigning any reason thereof.

Note: –

- All intended bidders are advised to complete registration process on time to bid for which they may email at helpdesk.eproc@cgswan.gov.in and contact on CG e-proc help desk of Mjunction Services Ltd. on toll free number 1800-419-9140 (9 AM to 11 PM)
- All applicable charges (if any) for e-tendering / e-procurement services including cost of downloading RFP document (INR 2000/-) shall be borne by the Applicant and shall be paid online before tender submission.

SECTION - 2

Instruction to Bidders

Introduction

1. Online Bids are invited to operate and maintain units owned by Chhattisgarh Tourism Board at multiple locations, on Management Contract for 10 years and further extendable for 10 years as per the mutual consent and subject to the adherence of the all the terms & conditions of this RFP. The key parameter to ascertain the performance of management Contractor shall be duly payment of the consideration throughout the term. The activities carried out in the properties shall be undertaken in a legal manner. There are in total 27 properties owned by the Tourism Department falling under three categories viz. (i) Hotel/Resort, (ii) Rest House and (iii) Motel as given in Appendix 1 of the RFP.

1.1 The property/s will be handed over to MANAGEMENT CONTRACTOR on 'AS IS WHERE IS CONDITION'. Any improvements need to be done only by the Management Contractor at his own cost after obtaining written approval from the MD, Chhattisgarh Tourism Board. The word 'AS IS WHERE IS CONDITION' means that the "land and building" available as on date of the Tender only. No permanent construction shall be permitted in the premise. However, improvements/ modifications / additions /alterations will be only carried out in the land or building with the prior written consent of Managing Director, Chhattisgarh Tourism Board. Arresting leakages, putting up compound wall, laying approach road, eviction of encroachments if any will be the responsibility of the Chhattisgarh Tourism Board. The demarcated area shall be handed over by the CTB to the Management Contractor

1.2 The ownership of the property shall remain with the CTB and the MANAGEMENT CONTRACTOR may co-brand with CTB Logo and mention their name as the operator of the property only.

(a) The Management Contractor should utilize the property only for the purpose of running of Resort / Hotel / Food and Beverage business and allied legal activities including entertainment activities, club house, spa and wellness, adventure and amusement activities, etc. and not for any other purposes. Any additional activity other than the present condition of the property shall only be executed after the written intimation to the Managing Director, Chhattisgarh Tourism Board. Furthermore, any other Governmental Approval for such additional activities shall be the responsibility of the Management Contractor

The Management Contractor may allot space to brands for running of food / beverage and entertainment activities. However, such activities shall be implemented after the prior written approval of the MD, CTB and any such agreement to be signed with such parties shall be vetted by the CTB before execution

(b) The food should be prepared and served in hygienic manner by the Management Contractor. The Management Contractor should also take steps to provide safe and protected drinking water.

1.3 The services shall not be limited to the restaurant area only but the Management Operator shall also cater to the room

services. The Management operator shall prepare and serve food and beverage in the restaurant and rooms.

- 1.4 The operations of Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA), Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The Management Operator shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and is alone liable to all third party claims.
- 1.5 The Management Operator shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.
- 1.6 The Management Operator shall arrange for cooking gas at his own cost at all times.
- 1.7 The Management Operator shall make payment of electricity and water, based on bills issued by the respective Utility Board at Hotel, restaurant, kitchen, store and toilets.
- 1.8 Guest Rooms, lobby, toilets, public areas, staff toilets, terrace, back yard and premises, etc. used by the guests/ employees shall be kept clean and hygienic round the clock.
- 1.9 No additions, alterations, modifications to the existing building shall be made in any manner without the written consent of the Managing Director, Chhattisgarh Tourism Board and the Management Contractor shall maintain the building in good condition.
- 1.10 The Management Contractor should operate the Unit on continuous basis throughout the Management Contract period, excluding the event of Force Majeure. If the Management Contractor fails to run the Unit for a period of three months continuously Chhattisgarh Tourism Board shall issue a notice to the Management Contractor and if the Management Contractor fails to operate the Unit even after three months on receipt of the notice the Chhattisgarh Tourism Board shall re-enter in to the premises and resume the possession and the operation of the unit without further notice on AS IS WHERE IS condition and Management Contractor shall vacate the premises along with any temporary structures, assets and equipment installed during its possession. Further, EMD submitted by the successful bidder shall be forfeited in this case.
- 1.11 The Management Contractor shall maintain the building, garden/lawn, public area and movable properties like furniture, electrical installations, vehicle, etc. in good condition during the entire operations period and shall compensate the Chhattisgarh Tourism Board for any damages to such properties with replacement value.
- 1.12 The Management Contractor shall have the sole authority, to fix room tariff and other tariff for the facilities to be provided to the guests by it, on the basis of market demand and supply. However, the Management Contractor shall provide to the Authority, the details of such tariffs, at the end of each Quarter.
- 1.13 All rates, taxes as applicable on the Management Contract amount, Urban land tax and property tax, assessments, charges, claims, consent fee levied by the Pollution Control Board, demands and out goings shall be borne by the Management Contractor.

- 1.14 The Management Contractor should obtain License under Prevention of Food and Adulteration Act from the Local Health Authority.
- 1.15 The Management Contractor may employ staff of Service Providers of CTB and can appoint the Managerial / Skilled or Technical staff subject to employee's meeting the requirement as per Management Contractor's policy and standards
- 1.16 The Management Operator shall deploy adequate number of qualified and experienced persons like Supervisors, Cooks, Waiters, Attendants, etc. to ensure efficient and high standards of services.
- 1.17 The staff should be supplied Uniforms. The staff should be given identity cards, showing that they are the employees of the Management Contractor and the identity cards should be displayed on those persons.
- 1.18 The Management Operator must employ adult and skilled labor only. Employment of child labor will lead to the termination of the contract. The Management Operator shall engage only such workers, whose antecedents and character have been thoroughly verified and after police verification and other formalities. Police verification certificate shall be produced for each and every worker engaged by the successful bidder.
- 1.19 After the expiration of Management Contract period and renewed period thereof, the Management Contractor shall surrender possession of all movable and immovable properties of CTB franchised, including existing superstructure that now exists post in maintained condition
- 1.20 The building, furniture and other properties franchised shall be insured against fire, rioting and other possible losses and the insurance policy.
- 1.21 The Management Contractor shall not encumber the Chhattisgarh Tourism Board properties by way of pledge, hypothecation, mortgage, charge, lien, lease, leave and license or in any other manner.
- 1.22 The Management Contractor has to confine his activities only within the specified area handed over to him.
- 1.23 The Management Contractor shall not permit his clients to use the open space available within the premises, which has not been allotted to him.
- 1.24 No political meeting/banner shall be allowed within the premises, which has been allotted to him.
- 1.25 No unlawful activities like betting, gambling, etc. shall be allowed inside the campus.
- 1.26 Anti-Government activities shall not be allowed inside the premises.
- 1.27 The Management Contractor should cover his establishment under EPF and Miscellaneous Provision Act, ESI Act and all other Industrial legislations without fail. The Management Contractor must have a valid registration of EPF.
- 1.28 The Chhattisgarh Tourism Board representative shall have the right to inspect the premises and also the books of accounts, etc. at any time post prior intimation of 15 days. If the operator fails to provide the satisfactory services, Operator shall be liable to be terminated by issuance of 3 month notice. On failure of rectification of default within the default rectification period of 3 months.
- 1.29 In the event of Management Contract being cancelled by

	<p>Pollution Control Board's Directives Chhattisgarh Tourism Board will not be liable for refund of Management Contract fee.</p> <p>1.30 All costs, charges, including stamp duty and registration charges, etc. shall be borne by the Management Contractor.</p> <p>1.31 The premises allotted including the kitchen dining areas should be kept neat and clean and hygienic always.</p> <p>1.32 Pest control should be carried out at periodical intervals, stipulated on behalf of Chhattisgarh Tourism Board. Cost for the same shall not be reimbursed by the CTB.</p> <p>1.33 Goods suppliers should also be given identity cards to avoid unauthorized persons entering and creating nuisance/annoyance / trouble to tourists / officials of Chhattisgarh Tourism Board etc.</p> <p>1.34 The Management Contractor shall have the sole authority, to fix room tariff and other tariff for the facilities to be provided to the guests by it, on the basis of market demand and supply. However, the Management Contractor shall provide to the Authority, the details of such tariffs, at the end of each Quarter.</p> <p>1.35 On the expiry of the Management Contract, the Management Contractor shall handover all articles which were entrusted in good and operating conditions.</p> <p>1.36 The operator shall maintain books of accounts as per proper accounting standards and will have them audited by Statutory auditor on a yearly basis.</p>																																	
<p><i>Costs of Preparing and submitting Proposals</i></p>	<p>The Bidder shall be responsible for all the cost associated with the preparation of the Bid and its participation in the Bidding process. TOURISM BOARD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.</p>																																	
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<i>Number of Bids</i>	Each Bidder shall submit only one (1) Bid, in response to this Invitation for Bidding. Any Bidder, who submits or participates in more than one bid for the same property will be disqualified. The property / list of properties for which the bidder is submitting the proposal shall be submitted according to the format provided in Annexure 1 A.
<i>Bid Validity Period</i>	<ul style="list-style-type: none"> • Bid shall remain valid for a period not less than six (6) months from the Bid Due Date. • TOURISM BOARD may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the request will not be allowed to modify his Bid, but would be required to extend the validity of its EMD for the period of extension.
<i>Clarification of RFP Documents</i>	The Bidders may request a clarification on any clause of the RFP document on or before pre bid meeting indicated in the Data Sheet (as per Section 3 of the RFP Document). Any request for clarification must be sent in writing, or by standard electronic means to the concerned person mentioned in the Section 3 of the RFP document. The Client will upload the response to the pre bid queries on e-tender / e-procurement website (including an explanation of the query but without identifying the source of inquiry) to all Bidders.
<i>Client Clarification of Proposals</i>	<p>To facilitate evaluation of Bids, the Client may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.</p> <p>If a Bidder does not provide clarifications sought, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Client 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 the Authority.</p>
<i>Scope of work of Management Contractor</i>	The scope of work will broadly operating, maintaining and transfer of the tourism property at the site as per the provisions of the RFP and Draft Management Contract (the project)
<i>Formation of SPV and Shareholding Commitments</i>	<p>For implementation of the Project, where the bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated in accordance to the Indian Companies Act, 2013 (the “SPV”), to execute the Management Contract and implement the Project.</p> <p>In case the bidder is a Consortium, it shall form an SPV in accordance with the Companies Act, 2013 in accordance with this Clause.</p>
<i>Preparation of Proposals</i>	<p><u>Language</u></p> <p>The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by 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. 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.</p>

Currency

The currency for the purpose of the Bid shall be Indian National Rupee (INR).

EARNEST MONEY DEPOSIT (EMD)

Bids would need to be accompanied by an EMD (Bid Security) for an amount as specified in revised Appendix 2 as enclosed with this corrigendum - for each tourism property for which the bidder is intending to submit its proposal. The Bid Security shall be in the form of a DD issued by a scheduled commercial bank of India.

The EMD shall be in the form of Demand Draft in favour of Managing Director, Chhattisgarh Tourism Board, payable at Raipur

The EMD shall be returned to unsuccessful Bidders within a period of one (1) month from the date of finalization of Bid without any added interest.

The EMD (Bid Security) of the successful bidders shall be returned, without any added interest, upon successful completion of management contract term as per terms and conditions of the RFP and Management Contract

The successful bidder shall further, submit a performance security in the form of an FDR issued by a scheduled commercial bank of India in favour of Managing Director, Chhattisgarh Tourism Board– to be valid throughout the Management Contract Term. The amount for Performance Security has been specified in Appendix 2 - for each tourism property for which the bidder is intending to submit its proposal.

The Performance Security shall be submitted within 7 days of allotment of work and prior to signing of the Management Contract term.

In case of default, as mentioned in the RFP, the entire EMD amount of the bidder shall be forfeited

The EMD shall be forfeited in the following cases:

- If the Bidder withdraws from Bid after submission
- If the Successful Bidder fails to pay the Bid Price within the stipulated time throughout the Management Contract term

Note:

Accordingly the details of EMD in format of covering letter (as mentioned on Page Number 26) should be filled referring to the bid security amount as per revised appendix 2 as enclosed with this corrigendum

Scanned copy of all EMD(s) shall be uploaded within Envelope A section on the e procurement portal. Along with the EMDs, in envelope A, a scanned copy of covering letter as given the RFP with details of properties and respective EMDs submitted.

Hard copy submission on DDs should be done along with the Technical Proposal. The envelope with EMD shall clearly mention the property name for which the bid security is being

	<p>submitted.</p> <p>Details on mode of tender submission have been provided in Section 3 of the RFP Document.</p> <p>Project Inspection and Site Visit</p> <ul style="list-style-type: none"> • It is desirable that each Bidder submits its Bid after visiting the site and ascertaining for itself the location, surroundings, or any other matter considered relevant by it at their cost. • It would be deemed that by submitting the Bid, the Bidder has: <ul style="list-style-type: none"> a. Made a complete and careful examination of the Bid document, and b. Received all relevant information requested from Chhattisgarh Tourism Board • CTB shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
<p><i>Criteria for Qualification</i></p>	<p>The Bidder's competence and capability is proposed to be established by the following parameters.</p> <p>The Bidder for participating in the Selection Process may be an individual, a single business entity or a group of single business entities (the "Consortium"), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another bidder. The term Bidder used herein would apply to an individual, a single business entity or a Consortium.</p> <p>For the purpose of this RFP document, single business entities shall mean a company incorporated under the Companies Act, 1956 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or or LLP under the Limited Liability Partnership act or a society registered under the Societies Registration Act, 1860 or other similar State legislations or any combination of the above 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 subject to the conditions set out in the following section.</p> <p>Note:</p> <p><i>If the Bidder is:</i></p> <ul style="list-style-type: none"> <i>i. An Individual, he should furnish copy of the GST Registration, Service tax and IT returns for the last three financial years preceding the Proposal Due Date along with a copy of valid EPF registration.</i> <i>ii. A company, it should furnish copy of the certificate of incorporation and memorandum of association/ GST Registration as a proof of identity including IT and Service Tax Returns of the last 3 financial years preceding the bid due date along with a copy of valid EPF Registration.</i> <i>iii. A sole proprietorship firm, it should furnish copy of the GST Registration and IT and Service Tax returns for the last three financial years preceding the Proposal Due Date as a proof of identity along with a copy of valid EPF Registration..</i>

- iv. A registered partnership firm, it should furnish a copy of the IT and Service Tax returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity and copy of GST Registration and valid EPF registration.
- v. A registered society, it should furnish a copy of the IT returns for the last 3 (three) financial years preceding the Proposal Due Date and registration certificate from relevant Authority as a proof of identity along with valid EPF registration.

In addition to the above, the bidder should essentially fulfil the following criteria for technical qualification:

(a) Having a clear idea of the project (property to be taken up under Management Contract as per scope of work), the purpose and plan to operate and maintain and have submitted a detailed concept note along with the Bid document that shall subsequently be incorporated in the management contract of the successful Bidder.

(b) Technical Capacity :

The Bidder should have in the last 5 (five) Financial Years preceding the Proposal Due Date have the following experience to be eligible for corresponding categories of property (As per list given in Appendix 1) :

For Hotel / Resort Category Tourism Property	Developed or constructed and operated at least one hotel/resort having a minimum built up area of 2000 Sq.m.continuous period of 3 (three) financial years OR Operated and managed at least one hotel/resort having at least 15 (fifteen) rooms for a continuous period of 3 (three) financial years
For Rest House Category Tourism	Developed or constructed and operated at least one hotel/resort/rest house having a minimum built up area of 600 Sq.m. continuous period of 3 (three) financial years OR Operated and managed at least one hotel/resort/motel/rest house having at least 5 (Five) rooms for a continuous period of 3 (three) financial years
For Motel Category Tourism Property	Developed or constructed and operated at least one hotel/resort/motel having a minimum built up area of 900 Sq. m. continuous period of 3 (three) financial years OR Operated and managed at least one hotel/resort/rest house/motel having at least 5 (Five) rooms for a continuous period of 3 (three) financial years.

Note:

In case of a Consortium, the technical capacity of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, shall be considered. The lead member shall share at least 41% equity share in the SPV. For all the assignments submitted by the Bidder,

The Bidder should submit details of experience as per Annexure 7 B and the supporting documents specified in key submissions in section 3 : General Information for bidders and as per General instructions provided in Annexure 7B of the RFP

(c) Financial capability in terms of – NET WORTH -

- To be qualified for further evaluation, a bidder should have Net worth of an amount as per following criteria:
 - **If the bidder is submitting its proposal for a single property, the net worth of the bidder at the end of preceding financial year should be as per the amount mentioned in Appendix 3 or INR 3 Crore (WHICHEVER IS HIGHER).**
 - **If the bidder is submitting its bid for multiple properties, the consolidated net worth of the bidder, at the end of preceding financial year, should be more than the sum total of property wise Net worth provided in the Appendix 3 with respect to each Tourism property or INR 3 Crores, WHICHEVER IS HIGHER.**
 - **Further conditions regarding net worth requirement are provided as a part of Appendix 3.**
- The Bidders should provide information regarding the above based on audited annual accounts/Statement of Qualified Chartered Accountant for the respective financial years. **The information of net worth of each entity (in case of consortium, the overall net worth and net worth of all members of consortium) shall be provided in the format provided in Annexure 8.** The certificate should be signed by the Qualified CA and should bear the registration number and seal of the CA.
- The bid must be accompanied by the Audited Annual Reports of the Bidder for the last three (3) financial years preceding the proposal due date.
- In case the annual accounts for the latest financial year are not audited and therefore not available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder can provide the un-audited Annual Accounts (with Schedules) for the latest financial year duly certified by the Statutory Auditor. In any case, except in the case of Individuals, the Audited Annual Reports for three years preceding the latest financial year have to be provided, failing which the Bid may be rejected as non-responsive.

In case of a Consortium, the combined technical capacity and net worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such member shall, for period from the date of execution of the management contract, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV. Further, the Lead Member shall have an equity share holding of at least 41% (Forty one per cent) of the paid up and subscribed equity of the SPV.

(d) Statement of clean Track Record

- Any entity, which has earlier been barred by CTB or are previous defaulters of CTB (including entities that have arrears due to CTB

	<p>in lieu of previous management contracts), entities that have pending or ongoing litigation against CTB, or entities which are barred or blacklisted any State Government Department or Central Ministry from participating in its projects, would not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar or arrear or default subsists as on the Proposal Due Date.</p> <ul style="list-style-type: none"> • The bidder shall also submit a declaration of clean track record signed by the Authorised Signatory / competent Authority as per format given in Annexure 7C.
<p><i>Requirement of proposals submitted by consortiums</i></p>	<p>Where the bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated according to the Indian Companies Act, 2013 (the “SPV”), to execute the Management Contract and implement the Project. In case the bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements</p> <ul style="list-style-type: none"> • Number of members in a consortium shall not exceed 3 (three). • The Proposal should contain the information required from each member; • Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 41% (Forty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-5A, signed by all the other members of the Consortium • The Proposal should include a description of the roles and responsibilities of the members, particularly with reference to financial, technical and Operation and Management obligations; • the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium; an individual bidder cannot at the same time be member of a Consortium. Further, a member of a particular bidder Consortium cannot be member of any other bidder Consortium.
<p><i>Additional requirement from proposals submitted by Consortium entities</i></p>	<p>Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “JBA”), as per the format provided in Annexure 11, for the purpose of submitting Bid and should submit the same along with the Bid. The JBA should be specific to the Project i.e. tourism property(ies) under consideration and should fulfil the requirements set out below, failing which the Bid shall be considered non-responsive. The JBA shall, inter alia:</p> <ol style="list-style-type: none"> a. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Management Contract and subsequently perform all the obligations of the Management Operator in terms of the Management Contract, in case the Project is awarded to the Consortium; b. clearly outline the proposed roles and responsibilities of each member at each stage;

	<p>c. commit the minimum equity stake to be held by each member;</p> <p>d. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for minimum three years from the date of execution of Management contract, hold equity share capital not less than:</p> <p>(i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV. Further the Lead Member shall have a holding of the highest share of the paid up and subscribed equity of the SPV throughout the Management Contract period (subject to a minimum of 41% (Forty one per cent) holding</p> <p>e. members of the Consortium undertake that they shall collectively hold at least 60% (sixty per cent) of the subscribed and paid up equity of the SPV for minimum three years from the date of execution of Management Contract</p> <p>f. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the operator in relation to the Project</p> <p>g. except as provided under this RFP there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the CTB</p> <p>Change in the composition of a Consortium is not permitted by the CTB. Any change in the shareholding structure of SPV, if intended after three years of execution of management contract, shall be done as per the provisions of the RFP read along with the corrigendum issued thereafter, and shall be intimated in writing to the MD, CTB</p>
<p><i>Technical Proposal Format and Content</i></p>	<p>Annexure 1 - 11 of the RFP provides for specific format for submitting the technical proposal.</p> <p>The Bidders would be required to furnish the following as part of their Technical Bid for the Project:</p> <p>a. Project Appreciation Under this item, the Bidders should provide a brief description (1 page) on their understanding of the Project and along with the proposal / business plan for the project development. And O&M.</p> <p>b. Technical Capacity - The bidders should provide details of prior experience in the abovementioned fields in format provided in Annexure 7B</p> <p>c. Financial Capability The Bidders should provide an additional copy of the filled Annexure - 8 for evaluation of their financial capability as part of the Technical Bid.</p>
	<p>The Technical Proposal shall not include any financial information. A</p>

	<p>Technical Proposal containing financial details under any selection method will be declared non-responsive and will be disqualified</p>
<i>Financial Proposals</i>	<p>The Bidder shall submit the Financial Proposal online using the format as provided on the e procurement website. It is the Firm's responsibility to ensure that the correct Financial Proposal is submitted.</p> <p>After technical evaluation, the financial proposal shall be opened and results shall be displayed on e-procurement website at date and time, as intimated to successful bidders through e procurement system.</p>
<i>Taxes</i>	<p>The amounts stated in the Financial Proposal should be excluding applicable taxes</p>
<i>Submission, Receipt, and Opening of Proposals</i>	<p>The Technical proposal shall be submitted both online and in hard copy format. The hard copy of Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL FOR OPERATION AND MANAGEMENT OF CTB PROPERTIES" The envelopes containing the Technical proposal and EMDs in original shall be placed into an outer envelope and sealed. This outer envelope shall bear the Submission Address, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>Any proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>The hard copy of Technical Proposals along with EMD in original shall be sent to the addresses referred in the Section 3.</p> <p>. The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firms themselves. The person who signed the proposal must initial such corrections.</p> <p>An authorized representative of the Firms shall initial all pages of Technical Proposals. The authorization shall be in the form of a written power of attorney (As per Annexure 5) accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</p> <p>Financial proposal shall be submitted online only. In case the bidder submits hard copy of the financial proposal / any financial information along with the Technical Proposal will lead to disqualification of the bidder from the tender process.</p> <ul style="list-style-type: none"> • There must not be any discrepancies between online submitted RFP and physically submitted RFP. If any discrepancies are found between the two, then the applicant will be disqualified from the bidding process.
<i>Evaluation of Technical Proposals</i>	<ul style="list-style-type: none"> • In Stage 1, the Technical Proposal – submitted online and through Hard copy will be opened. The key submissions, qualifications information & technical bid shall be scrutinised. The Bid which does not fulfil the prescribed requirements will be rejected. The online financial bid of such bidder shall not be opened. • TOURISM BOARD would have the right to review the Technical Bids and seek clarifications where necessary.

<p><i>Opening and Evaluation of Financial Proposals</i></p>	<ul style="list-style-type: none"> • The Online Financial Bids of all the Bidders who pass Stage 1 of Bid evaluation shall be opened as per the provisions of this RFP and procedure of e procurement portal. • The Bidder Quoting the highest Annual Fee may be declared the successful bidder subject to meeting all other conditions mentioned in the RFP. • In the event that two or more Bidders quote the same Annual Fee, TOURISM BOARD may: <ul style="list-style-type: none"> a. award the contract to the successful bidder whose net worth is higher (in case of consortium, the net worth of the lead member will be considered) <p>OR</p> <ul style="list-style-type: none"> b. take any other such measure as may be deemed fit by the Tender Committee of CTB in its sole discretion, including annulment of the Bidding process.
<p><i>CTB's Right to Accept or Reject Bid</i></p>	<ul style="list-style-type: none"> ▪ Notwithstanding anything contained in this Bid document, TOURISM BOARD reserves the right to accept or reject any Bid and / or to annul the Bidding process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason. ▪ TOURISM BOARD reserves the right to invite revised Technical Bid and / or revised Commercial Bids from Bidders with or without amendment of the Bid document at any stage, without liability or any obligation for such invitation any without assigning any reason. ▪ TOURISM BOARD reserves the right to reject any Bid if: <ul style="list-style-type: none"> (a) at any time, a material misrepresentation is made or uncovered, or (b) the Bidder does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the Bid <p>If the bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.</p> <ul style="list-style-type: none"> • The above would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the FinancialBids have been opened and the Bidder with Highest bid gets disqualified / rejected, then TOURISM BOARD reserves the right to: <ul style="list-style-type: none"> a. declare the Bidder quoting the next Highest Commercial Bid as the successful bidder and where warranted, invite such Bidder to equal the Financial Bid of the disqualified Bidder; <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> b. take any such measure as may be deemed fit in the sole discretion of TOURISM BOARD, including annulment of the Bidding process. <ul style="list-style-type: none"> • In case it is found during the evaluation or at any time before signing of the Management Contract or after its execution and during the period of subsistence thereof, including the concession thereby granted by the CTB, that one or more of the qualification conditions have not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith

	<p>if not yet appointed as the Management Operator either by issue of the Letter of Award (LOA) or entering into of the Management Contract, and if the bidder/SPV has already been issued the LOA or has entered into the Management Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the CTB to the bidder, without the CTB being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which the CTB may have under this RFP, the Bidding Documents, the Management Contract or under applicable law</p> <ul style="list-style-type: none">• The CTB 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 CTB shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the CTB there under• In case any dispute arises, the jurisdiction for resolution will be courts of Raipur City / District
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Section 3: General Information for bidders (Project Data Sheet)

1.	Name of the Client: Chhattisgarh Tourism Board, Raipur
2.	Method of submission: Technical Proposal : Online and hard copy submission Financial Proposal : Online submission only
3.	Method of Selection: Highest Quote of Annual Fee
4.	Proposals must remain valid 180 days after the submission date.
5.	Opening date for sale of bid document _- Bid document can be down loaded from the Web Site - eproc.cgstate.gov.in and http://cgtourism.choice.gov.in from (05/07/2018 to 10/08/2018)
6.	Pre-bid conference to be held on 13/07/2018 at the Conference Room, Chhattisgarh Tourism Board, 2 nd Floor, Udyog Bhawan, Rind road -1, Raipur (C.G.) 492 006
7.	Closing date for submission of bid document : 10/08/2018 at 3:30 PM Online Technical and Financial Proposal : 10/08/2018 at 3:30 PM Hard copy of Technical Proposal along with EMD in original : 10/08/2018 at 3:30 PM
8.	Opening date of Technical bid 10.08.2018 at 4:00 PM
9.	<p>Key Submissions under Technical Proposal and Financial Proposal</p> <p>ENVELOPE Part A: The documents should be Scanned, uploaded and submitted to CTB in original sealed envelope</p> <ul style="list-style-type: none"> • Covering letter • Earnest money Deposit in original, • Tender cost (Online Payment Receipt) <p>ENVELOPE Part B: The documents should be Scanned and upload and one copy of Documents shall be submitted in sealed envelope</p> <ol style="list-style-type: none"> i. Covering letter ii. Tender form (Annexure - 1) iii. Eligible Contractor Registration, Valid GSTIN certificate, valid EPF Registration, Copy of Service Tax and IT Returns of the last 3 Financial Years preceding the bid due date. (for all consortium members) iv. Commercial Tax clearance certificate, Certificate of Incorporation v. List of properties the bidder is submitting its proposal for (Annexure 1A) vi. Format of Affidavit in case of Individuals (Annexure - 2) vii. Format of Affidavit for Firm/Company (Annexure - 3) viii. General Information regarding the Bidder (Annexure - 4) ix. Format for Power of Attorney (Annexure - 5) x. Format for Power of Attorney for Lead member of the consortium (Annexure 5A) xi. Anti-Collusion Certificate (Annexure -6) xii. A brief note on bidders major activities and its background (Annexure -7) xiii. Statement of Technical Capacity of the bidder(s) (Annexure 7 A) along with supporting documents xiv. Detailed note on the bidder's plan for O&M of the property xv. Certificate of Clean Track Record (Annexure 7 B) xvi. Format for the Statement of the Financial Capacity (Annexure -8) xvii. Format for Project Undertaking (Annexure -9) xviii. Format for Joint Bidding Agreement (Annexure 11) <p>ENVELOPE PART C : Price Tender (To be filled online in the format provided against the properties for which the bid is being submitted)</p>
10.	<p>Contact Details:</p> <p>Attn of: Managing Director, Chhattisgarh Tourism Board</p> <p>2nd Floor, UdyogBhawan, Rind road -1, Raipur (C.G.) 492 006 Tel.: 0771-4224600, 4224611 Fax: 0771-4066425 E-mail: visitcg@gmail.com, operations@visitcg.in, (Communications / queries to be copied to md.cgtourism@gmail.com)</p>

Section 4: Appendices

Appendix – 1: Details of properties

S. No.	Name of Units	District	Details of room & other	Total Land Area (in Acre)	Proposed Area for management contract (in Acre/SQM.)
1	Karma Tourist Cottage, Bhatagaon	Dhamtari	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	04.00 Acre	2.00 Acre including 915 SQM Built up Area (Approx)
2	Basi-Titra Tourist Resort, Nathiyawanagaon	Kanker	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	02.00 Acre	1.50 Acre including 915 SQM Built up Area (Approx)
3	Kodar Tourist Resort, Kampa	Mahasamund	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	1.976 Acre	1.50 Acre including 915 SQM Built up Area (Approx)
4	Panthe Tourist Resort, Kulipota	Janjgir-Champa	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	02.50 Acre	2.00 Acre including 915 SQM Built up Area (Approx)
5	Pando Tourist Resort, Konkona	Korba	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	02.00 Acre	1.50 Acre including 915 SQM Built up Area (Approx)
6	Pola Tourist Resort, Chirguda	Koria	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	02.00 Acre	1.50 Acre including 915 SQM Built up Area (Approx)
7	Jawara Tourist Resort, Tumdiboard	Rajnandgaon	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01	04.00 Acre	3.00 Acre including 915 SQM Built up Area (Approx)
8	Punni Tourist Resort, Rajim	Gariyabandh	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01 7. Double Storey Restaurant	08.00 Acre	4.00 Acre including 1. GF- 764.00 SQM. 2. FF - Covered Area - 154 SQM. 3. Semi Open Area 125.00 SQM Built up Area (Approx)
09	Sarhul Tourist Resort, Chadirama	Sarguja	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01 7. Double Storey Restaurant	01.74 Acre	1.25 Acre including 1. GF - 764.00 SQM. 2. FF - Covered Area - 154 SQM 3. Semi Open Area 125.00 SQM. Built up Area (Approx)

S. No.	Name of Units	District	Details of room & other	Total Land Area (in Acre)	Proposed Area for management contract (in Acre/SQM.)
10	Chakradhar Tourist Cottage, Kodatari	Raigarh	1. Bedrooms - 04 2. Dormitory - 02 3. Kitchen - 01 4. Reception / Lobby - 01 5. Restaurant - 01 6. Manager Room - 01 7. Double Storey Restaurant	01.10 Acre	0.75 Acre including 1. GF - 764.00 SQM. 2. FF - Covered Area - 154 SQM 3. Semi Open Area 125.00 SQM. Built up Area (Approx)
11	Gorga Tourist Resort, Tirathgarh	Bastar	1. Dormitory - 04 2. Kitchen - 01 3. Reception / Lobby - 01 4. Restaurant - 02 5. Manager Room - 01	06.9654 Acre	2.00 Acre including 938 SQM Built up Area (Approx)
12	Pondum Tourist Cottage, Haram	Dantewada	1. Bedrooms - 04 2. Dormetry - 02 3. Kitchen - 01 4. Recptation/ Loby - 01 5. Restaurent - 01 6. Manager Room - 01	03.50 Acre	3.00 Acre including 915 SQM Built up Area (Approx)
13	Bhojali Tourist Resort, Manatuta	Raipur	1. Cottages- 08 (Area of 01 Cottage = 67)	101.00 Acre	5.00 Acre including 1. 536.00 SQM 2. 130.30 SQM. 3. 135.24 SQM Built up Area (Approx)
			2. Tall Cottages - 02 (Area of 01 Cottage = 65.15)		
			3. Restaurant - 01		
			Total Area		
					801.54 SQM.
14	Cher-Chera Tourist Cottage, Kabirchabutra	Bilaspur	1. Cottages- 03	02.00 Acre (Approx)	2.00 Acre including 1. 435.57 SQM 2. 325.54 SQM. Built up Area (Approx)
			2. Double Story Restaurant - 01		
			3. Old Rest House		
15	Tija Tourist Cottage, Lakholi	Raipur	1. Bedrooms - 04 2. Hall - 01 3. Veranda - 01	03.50 Acre	3.50 Acre including 203.62 SQM Built up Area (Approx)
16	Nagmori Tourist Cottage, Boramdeo	Kabirdham	1. Bedrooms - 04 2. Hall - 01 3. Kitchen - 01	0.46 Acre	0.46 Acre including 193.70 SQM Built up Area (Approx)
17	Sonai Rupai Tourist Cottage, Singarbhat	Kanker	1. Bedrooms - 06 2. Kitchen - 01 3. Reception - 01 4. Restaurant - 01 5. Manager Room - 01	02.00 Acre	2.00 Acre including 653.17 SQM. Built up Area (Approx)
18	Sua Lake View Tourist Cottage, Tandula	Balod	1. Bedrooms - 04 2. Kitchen - 01 3. Hall - 02	05.12 Acre	5.12 Acre including 383.00 SQM. Built up Area (Approx)
19	Gouri-Goura Lake View Tourist Cottage, Khutaghat	Bilaspur	1. Bedrooms - 04 2. Kitchen - 01 3. Manager Room - 01 4. Dining - 01	0.750 Acre (Approx)	0.750 Acre including 374.46 SQM Built up Area (Approx)

S. No.	Name of Units	District	Details of room & other	Total Land Area (in Acre)	Proposed Area for management contract (in Acre/SQM.)
20	Hareli Eco Resort, Mohda	Barnawapara (Balodabazar)	1. Twin Cottage - 06	02.00 Acre (Approx)	2.00 Acre including 1. 934.00 SQM. 2. 156.00 SQM (Approx) 3. 48.00 SQM Built up Area (Approx) 156(Approx.)
			2. Restaurant & Kitchen - 01		
			3. Staff Quarter - 06		
			4. Manager Quarter - 01		
			Total Area		
21	Sonbhadra Tourist Resort, Amadob	Bilaspur	1. Twin Cottage - 06 (Area of 01 Cottage = 66.17)	02.00 Acre (Approx)	2.00 Acre including 1. 397.20 SQM 2. 318.44 SQM 3. 18.00 SQM Built up Area (Approx) 733.64 SQM.
			2. Kitchen & Restaurant - 01		
			3. Store Room & Guard		
			Total Area		
22	Hiuen Tsiang Tourist Resort, Sirpur	Mahasamund	1. Bedroom - 19 2. Kitchen - 01 3. Restaurant - 02 4. Hall - 01 5. Reception/Lobby - 01 6. Manager Room - 01 7. Store - 01 8. Dormitory - 02	10.50 Acre	5.00 Acre including 3997.00 SQM Built up Area (Approx)
23	Tourist Rest House Champaran	Raipur	1. Bedroom - 01 2. Hall - 02 3. Manager Room - 01 4. Lobby - 01	0.40 Acre	0.40 Acre including 265.00 SQM. Built up Area (Approx)
24	Parad Tourist Cottage, Asna	Jagdalpur (Bastar)	<u>A. 1st Building -</u> 1. Bedroom-06 2. Kitchen - 01 3. Restaurant - 01	02.00 Acre	01.50 Acre including 1. 415.00 SQM 2. 295.00 SQM 3. 117.00 SQM Built up Area (Approx) 827.00 SQM
			<u>B. 2nd Building -</u> 1. Gym - 01 2. Steam Bath - 01 3. Bedrooms - 02 4. etc.		
			<u>C. 3rd Building -</u> 1. Comm. Toilet - 01 2. Hall - 01		
			Total Area		
25	Godana Eco Resort, Kawardha	Kabirdham	1. Twin Log Hut - 03 (06 Rooms)	02.00 Acre (Approx)	2. 00 Acre including 1. 204.00 SQM 2. 856.41 SQM Built up Area (Approx) 1060.00 SQM.
			<u>B. 2nd Building -</u> 1. Bedrooms- 06 2. Kitchen - 01 3. Restaurant - 01 4. Reception - 01 5. Manager Room - 01 6. Store Room - 01		
			Total Area		

S. No.	Name of Units	District	Details of room & other	Total Land Area (in Acre)	Proposed Area for management contract (in Acre/SQM.)
26	Sonha Bihan Nature Healing Resort, Kharkhara (I)	Balod	<u>A. 1st Building -</u> 1. Bedroom - 03 2. Restaurant/Hall - 01 3. Manager Room- 01 4. Comm. Bathroom - 01	01.00 Acre (Approx)	01.00 Acre including 1. 202.00 SQM 2. 70.00 SQM 3. 20.00 SQM Built up Area (Approx)
			<u>B. 2nd Building -</u> 1. Kitchen - 01 2. Store room - 01 3. Staff Room - 01 4. Garage- 01		
			C. TIC Building		
			Total Area		292.00 SQM
27	Goncha Shilpgram Nagarnar	Bastar	1. Cottage - 04 2. Kitchen, Restaurant, Hall, Lobby -01 3. Guard Room- 01 4. Workshop - 02 5. Electric Room, Comm. Toilet - 01	3.38 Acre	2.00 Acre including 754.00 SQM Built up Area (Approx)

Appendix 2: Details of EMD for each property

S. No	Name of Unit	District	Type of property	Amount of Bid Security (To be submitted along with as DD issued by a Scheduled commercial bank)	Amount of Performance Security (To be submitted as an FDR issued by a Scheduled Commercial Bank before signing of Management Contract)
1	Karma Tourist Cottage, Bhatagaon	Dhamtari	Motel	1,73,250.00	32,91,750.00
2	Basi-Titra Tourist Resort, Nathiyanawagaon	Kanker	Motel	1,73,250.00	32,91,750.00
3	Kodar Tourist Resort, Kampa	Mahasamund	Motel	1,73,250.00	32,91,750.00
4	Panthen Tourist Resort, Kulipota	Janjgir-Champa	Motel	1,73,250.00	32,91,750.00
5	Pando Tourist Resort, Konkona	Korba	Motel	1,73,250.00	32,91,750.00
6	Pola Tourist Resort, Chirguda	Koria	Motel	1,73,250.00	32,91,750.00
07	Jawara Tourist Resort, Tumdiboard	Rajnandgaon	Motel	1,73,250.00	32,91,750.00
08	Punni Tourist Resort, Rajim	Gariyabandh	Motel	1,73,250.00	32,91,750.00
09	Sarhul Tourist Resort, Chadirama	Sarguja	Motel	1,73,250.00	32,91,750.00
10	Chakradhar Tourist Cottage, Kodatari	Raigarh	Motel	1,73,250.00	32,91,750.00
11	Gorga Tourist Resort, Tirathgarh	Bastar	Motel	1,73,250.00	32,91,750.00
12	Pondum Tourist Cottage, Haram	Dantewada	Motel	1,73,250.00	32,91,750.00
13	Bhojali Tourist Resort, Manatuta	Raipur	Motel	4,50,000.00	85,50,000.00
14	Cher-Chera Tourist Cottage, Kabirchabutra	Bilaspur	Rest House	3,00,000.00	57,00,000.00
15	Tija Tourist Cottage, Lakholi	Raipur	Rest House	1,73,250.00	32,91,750.00
16	Nagmori Tourist Cottage, Boramdeo	Kabirdham	Rest House	1,73,250.00	32,91,750.00
17	SonaiRupai Tourist Cottage, Singarbhat	Kanker	Rest House	2,62,500.00	49,87,500.00
18	Sua Lake View Tourist Cottage, Tandula	Balod	Rest House	1,73,250.00	32,91,750.00
19	Gouri-Goura Lake View Tourist Cottage, Khutaghat	Bilaspur	Rest House	1,35,000.00	25,65,000.00
20	Hareli Eco Resort, Mohda	Barnawapara	Resort	5,21,250.00	99,03,750.00
21	Sonbhadra Tourist Resort, Amadob	Bilaspur	Resort	5,21,250.00	99,03,750.00
22	HiuenTsiang Tourist Resort, Sirpur	Mahasamund	Hotel	8,25,000.00	1,56,75,000.00
23	Tourist Rest House, Champaran	Raipur	Rest House	37,500.00	7,12,500.00
24	Parad Tourist Cottage, Asna	Jagdarpur (Bastar)	Rest House	2,55,000.00	48,45,000.00
25	Godana Eco Resort, Kawardha	Kabirdham	Rest House	2,55,000.00	48,45,000.00
26	SonhaBihan Nature Healing Resort, Kharkhara (I)	Balod	Rest House	1,27,500.00	24,22,500.00
27	Goncha Shilpgram Nagarnar	Bastar	Rest House	1,73,250.00	32,91,750.00

Appendix 3: Details of Net Worth for each property

S.No.	Name of Units	District	Category of property	Minimum Net Worth Requirement (INR)
1.	Karma Tourist Cottage, Bhatagaon	Dhamtari	Motel	2,31,00,000.00
2.	Basi-Titra Tourist Resort, Nathiyanaawagaon	Kanker	Motel	2,31,00,000.00
3.	Kodar Tourist Resort, Kampa	Mahasamund	Motel	2,31,00,000.00
4.	Panthi Tourist Resort, Kulipota	Janjgir-Champa	Motel	2,31,00,000.00
5.	Pando Tourist Resort, Konkona	Korba	Motel	2,31,00,000.00
6.	Pola Tourist Resort, Chirguda	Koria	Motel	2,31,00,000.00
7.	Jawara Tourist Resort, Tumdiboard	Rajnandgaon	Motel	2,31,00,000.00
8.	Punni Tourist Resort, Rajim	Gariyabandh	Motel	2,31,00,000.00
9.	Sarhul Tourist Resort, Chadirama	Sarguja	Motel	2,31,00,000.00
10.	Chakradhar Tourist Cottage, Kodatari	Raigarh	Motel	2,31,00,000.00
11.	Gorga Tourist Resort, Tirathgarh	Bastar	Motel	2,31,00,000.00
12.	Pondum Tourist Cottage, Haram	Dantewada	Motel	2,31,00,000.00
13.	Bhojali Tourist Resort, Manatuta	Raipur	Resort	6,00,00,000.00
14.	Cher-Chera Tourist Cottage, Kabirchabutra	Bilaspur	Rest House	4,00,00,000.00
15.	Tija Tourist Cottage, Lakholi	Raipur	Rest House	2,31,00,000.00
16.	Nagmori Tourist Cottage, Boramdeo	Kabirdham	Rest House	2,31,00,000.00
17.	Sonai Rupai Tourist Cottage, Singarbhat	Kanker	Rest House	3,50,00,000.00
18.	Sua Lake View Tourist Cottage, Tandula	Balod	Rest House	2,31,00,000.00
19.	Gouri-Goura Lake View Tourist Cottage, Khutaghat	Bilaspur	Rest House	1,80,00,000.00
20.	Hareli Eco Resort, Mohda	Barnawapara (Balodabazar)	Resort	6,95,00,000.00
21.	Sonbhadra Tourist Resort, Amadob	Bilaspur	Resort	6,95,00,000.00
22.	Hiuen Tsiang Tourist Resort, Sirpur	Mahasamund	Resort	11,00,00,000.00
23.	Tourist Rest House Champaran	Raipur	Rest House	50,00,000.00
24.	Parad Tourist Cottage, Asna	Jagdalpur (Bastar)	Rest House	3,40,00,000.00
25.	Godana Eco Resort, Kawardha	Kabirdham	Rest House	3,40,00,000.00
26.	SonhaBihan Nature Healing Resort, Kharkhara (I)	Balod	Rest House	1,70,00,000.00
27.	Goncha Shilpgram Nagarnar	Bastar	Rest House	2,31,00,000.00

Note:

- If the bidder is submitting its proposal for a single property, the net worth of the bidder at the end of preceding financial year should be as per the amount mentioned in Appendix 3 or INR 3 Crore (WHICHEVER IS HIGHER).
- If the bidder is submitting its bid for multiple properties, the consolidated net worth of the bidder, at the end of preceding financial year, should be more than the sum total of property wise Net worth provided in the Appendix 3 with respect to each Tourism property or INR 3 Crores, WHICHEVER IS HIGHER.

Illustration:

- *For being eligible for Property 1 (as per the table above), Annual Net worth of the bidder should be more than INR 3 Crore.*
- *For being eligible for Property S. No. 1, 2 and 5 (as per the table above), Annual Net worth of the bidder > (Minimum Annual Net Worth requirement of Property 1 + Minimum Annual Net Worth requirement of Property 2 + Minimum Annual Net Worth requirement of Property 5). **Therefore the net worth of the bidder should be above 6 Crore 93 Lakhs.***
- *For being eligible for Property S. No. 1 and 28 (as per the table above), Annual Net worth of the bidder > (Minimum Annual Net Worth requirement of Property 1 + Minimum Annual Net Worth requirement of Property 28 or INR 3 Crore (whichever is higher). **Therefore the minimum net worth of the bidder should be INR 3 Crores.***

Important: In case the bidder is not able to meet the minimum net worth criteria as per above condition, the bidder will be disqualified from the bidding process. Therefore it is advised that the bidder should check the consolidated Net worth thoroughly before applying for multiple properties.

COVERING LETTER

[On the Letter head of the Bidder, / lead member in case of consortium and signed by the Authorised representative of bidder / lead member as the case may be]

Date:

To
Managing Director
Chhattisgarh Tourism Board
Raipur

Ref:RFP for Management Contract.

Sir,

Being duly authorized to represent and act on behalf of / consortium of and(Hereinafter referred to as “the Bidder”), and having reviewed and fully understood all the requirements of the Bid document and information provided, the undersigned hereby apply for the Project referred above.

For your evaluation, we are submitting our Technical Proposal and Financial Proposal as per the provisions of the ‘**RFP for Operation and Management of CTB Properties on basis of Management Contract**’ with the details for the following tourism Properties along with the Earnest Money Deposit for the respective Tourism Property.

Tourism Property type	Name of the Tourism Property	Details of EMD	
		Amount of Earnest Money Deposit (in Accordance with Appendix 2 of the RFP)	DD Number and Date
Hotels/Resorts			
	i.		
	ii.		
	iii.		
	iv.		
Motels			
	i.		
	ii.		
	iii.		
	iv.		
Rest House			
	i.		
	ii.		
	iii.		
	iv.		

I/We have studied all the Bidding Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Management Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the CTB or in respect of any matter arising out of or concerning or relating to the bidding process including the award of the project.

We confirm that our Proposal is valid for a period of 180 (Hundred and Twenty) days from Proposal Due Date

Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the CTB. We would be solely responsible for any errors or omissions in our Proposal.

I/We/any of the Consortium members understand that any omission, commission or mis-statement in facts provided by us will make our Proposal invalid at any time during the Bidding Process and also after award of the Project. CTB reserves the right to take appropriate action accordingly. We understand that CTB reserves the right to accept or reject any or all the Proposals and reserves the right to withhold and/or cancel the Bidding Process

Dated thisDay of, 2016.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

ANNEXURE - 1

Tender Form (To be submitted on the Lead Member's letterhead)

1.	State whether applying as Sole Firm or Lead member of a Consortium:	
2.	Name of the Company/Firm (Attached attested photocopy of Certificate of Registration)	
3.	Legal status of the Firm (in case of consortium, provide details of all members)	
4.	Registered Address, email, telephone, tele-fax of bidder / lead member	
5.	Contact Person, Designation and Address including email ID of bidder / lead member	
6.	PAN of Bidder (in case of consortium, provide details of all members)	
7.	Service Tax Registration No. of Bidder (in case of consortium, provide details of all members)	
8.	GSTIN of Bidder (in case of consortium, provide details of all members)	
9.	EPF Registration Number and validity date (in case of consortium, provide details of all members)	

- ***Attach signed and stamped copies of all certificate of registration / incorporation, PAN, GSTIN, Service Tax Registration, EPF Registration of bidder and all members of consortium (as applicable)***

Declaration:

We the undersigned declare that the statement made herein and the information provided in enclosed form is true and correct with all respect.

We hereby confirm that we have read and understood all the detailed terms and conditions of this Bid as required.

This form is submitted with the understanding that-

- a. At the time of submission of the bids, all the information shall be subject to the verification
- b. The state government has reserved the right to reject or accept any or all the Bids or Bid process.
- c. The TOURISM BOARD shall not be responsible for any of the above mentioned action and shall not be bound to give any information in this regard.

Date:

Place:

Name and signature of the Bidder

Name and signature of the Authorized person

ANNEXURE 1A – List of Properties for which proposal is being submitted (to be selected from units mentioned under Appendix 1: List of Properties)

S.No.	Name of Unit	District	Category (Hotel, Resort, Motel, Rest House)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Performa of affidavit to be filed along with the consent letter by the Bidders in case of individual

I, _____ (name of the bidder) S/o./Husband of Shri _____ aged _____ years, Resident of (complete address) _____ (place of business) _____ do hereby solemnly declare on oath that I am not disqualified from participating in the Bid. I have read the conditions of the Bid and I shall abide by the terms of the bid. I have enclosed complete details of the earnest money. In case of deviation from my offer / Bid, I agree to surrender my earnest money and I bind myself to indemnify the State Government for the loss caused due to any such re-auction/Bid which can be recovered from me as arrears of land revenue.

Signature _____

Place _____

Date _____

Verification

I, _____, S/o _____ aged _____ years, resident of _____ do hereby verify that the information given the above affidavit are true and correct form my personal knowledge.

Place:

Signature: _____ Date: _____

ANNEXURE - 3

Performa of affidavit to be filed along with the consent letter by the Firm/Company

I, _____ (name of the authorized person/lead member of consortium)
S/o./Husband of Shri _____ aged _____ years, Resident of
(complete address) _____ do hereby solemnly declare on oath as under:

1. I am holding letter of authority on behalf of firm/company (name _____).
2. All the partners/ Directors/post bearers of my firm / company are not disqualified from participating in the bid.
3. I have read the conditions of the Bid and I shall abide by the terms of the RFP. I have enclosed complete details of the earnest money. In case of deviation from my offer / Bid, I agree to surrender my earnest money and I bind myself to indemnify the State Government for the loss caused due to any such re-auction/bid which can be recovered from me as arrears of land revenue.

Signature _____

Place _____ Date _____

Verification

I, _____, S/o _____ aged
_____ years, resident of _____ do hereby verify that the information given
the above affidavit are true and correct form my personal knowledge.

Place:

Signature: _____

Date: _____

ANNEXURE - 4

General information regarding the Bidder (To be provided separately for all bidders)

1.	Name of the Company/Firm	
2.	Registered Address, email, telephone, tele-fax	
3.	Name of Authorised representative	
4.	Address, phone number and e mail Id of the Authorised representative	
5.	Contact Person, Designation and Address including email ID	

Signed

(Name of the authorized Signatory)

By and in the name of

(Name of the Bidder)

Designation

Place

Date

ANNEXURE - 5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID (To be provided by all bidders, members of consortium)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) holding the position of as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for *including signing and submission of all documents and providing information / responses to TOURISM BOARD, representing us in all matters before TOURISM BOARD, and generally dealing with TOURISM BOARD in all matters in connection with our Bid for the said Project.*

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *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, if 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.*

ANNEXURE 5 A

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (On a Stamp Paper of relevant value)

Power of Attorney

Whereas the ***** (the “**Authority**”) has invited bids from pre-qualified Bidders for the ***** Project (the “**Project**”).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.
....., having our registered office at, and M/s.
....., 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**”) and hereby irrevocably authorise the Attorney (with power to subdelegate) 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 Right/ Management 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 applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Management Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)

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

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

Note:

1. *To be executed only in case of a Consortium*
2. *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.*
3. *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.*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE - 6

FORMAT FOR ANTI-COLLUSION CERTIFICATE (To be provided by all bidders / members of consortium)

Anti-Collusion Certificate

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.

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.

Dated thisDay of, 2016.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

ANNEXURE – 7 A

A BRIEF NOTE ON BIDDERS MAJOR ACTIVITIES AND ITS BACKGROUND

Details of the Firm

[Provide here a brief (two pages) description of the background and organization of the Firm]

Note: In case of Consortium, all the members of the Consortium need to fill this form

Annexure 7 B –Statement of Technical Capacity

1. For claiming Development or Construction and Operation and Management Experience FOR CATEGORY I, II & III TOURISM PROPERTY use the below format

Name of the hotel/resorts/rest house/motel	
Location :	
Name of the Client & Address:	
Total Built up area in Sq. m	
Duration of Construction or development of project:	
	Start Date (Month/Year):
	Completion Date (Month/Year):
Duration of Operation and Management of project:	
	Start Date (Month/Year):
	Completion Date (Month/Year):
Description of Actual Scope of Work:	

Name of the Bidder: _____

General Instructions:

1. Experience of parent/subsidiary/associate company (ies) would not be considered.
2. Submit separate Sheet with respect of each Project. The Project cited must comply with the eligibility criteria specified in the RFP.
3. Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same.
 - (i) Copy of the completion certificate from the respective Client
 - (ii) The following certificate from the Statutory Auditor should be attached as proof of experience in the following format:

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____
[Name of the Bidder], and certify that _____ (*name of the hotel/resort/guesthouse*) (*the Project*) is developed, operated and managed by M/s _____
[Name of the Bidder]. We also certify that the Project was completed on _____ (*date of completion of the Project*) and has built up _____ area (*in Sqft*).
This certificate is being issued to be produced before Chhattisgarh Tourism Board

Seal and Signature of the Statutory Auditor

Date: _____

Place: _____

Note:

- f* It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

2. For claiming Operation and Maintenance Experience for CATEGORY I & II & III TOURISM PROPERTY use the below format:

Name of the hotel/resorts/rest house/motel/dormitory	
Location :	
Name of the Client & Address:	
Total No of Rooms	Total No of Beds:
Duration of Project:	Start Date (Month/Year):
	Completion Date (Month/Year):
Narrative Description of Facilities:	
Description of Actual Scope of Work:	

Name of the Bidder: _____

General Instructions:

1. Experience of parent/subsidiary/associate Company(ies) of the Bidder would not be considered.
2. Submit separate Sheet with respect of each Project. The Project cited must comply with the eligibility criteria specified in the RFP.
3. Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same.
 - (i) Copy of the completion certificate from the respective Client
 - (ii) The following certificate from the Statutory Auditor should be attached as proof of experience in the following format:

<p>TO WHOMSOEVER IT MAY CONCERN</p> <p>We have verified the relevant statutory and other records of M/s _____ <i>[Name of the Bidder]</i>, and certify that _____ <i>(name of the hotel/resort/guesthouse)</i> has been operated and managed by M/s _____ <i>[Name of the Bidder]</i>. We also certify that the Project was completed on _____ <i>(date of completion of the Project)</i> and has _____ number of rooms/number of Beds <i>[strike out whichever is not applicable]</i>. This certificate is being issued to be reproduced before Chhattisgarh Tourism Board</p> <p style="text-align: right;">Seal and Signature of the Statutory Auditor</p> <p style="text-align: right;">Date: _____</p> <p style="text-align: right;">Place: _____</p>
--

Note:

- f* It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

Annexure 7 C - Declaration Regarding Clean Track Record
(To be signed by the Authorised representative of the lead bidder)

[Date]

To,

Managing Director
Chhattisgarh Tourism Board

Sir,

I / We have carefully gone through the Terms & Conditions contained in the RFP Document No. _____ dated _____, regarding the **Operation and Management of <Tourism Property> through Management Contract.**

I / We hereby declare that:

- We/ any of our Consortium has not been debarred / black listed by CTB / any Ministry/Department of Government of India or any State Government or any Government Organization.
- We / any of our consortium is not in arrears in lieu of Previous Management Contracts with the CTB.
- We / any of our consortium members are not in any pending or ongoing litigation against CTB

I/we further certify that I/we are competent officer to make this declaration.

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Documentary Proof Required:

- Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is fulfilling the criteria mentioned above

Format for the Statement of the Financial Capacity

Financial Capability of the Bidder #

Bidder Type^{##}	Name of the entity	Net Worth (in Rs)
Single Entity Bidder		
Consortium		
Lead Member		
Other Member		
Other member		

[#]The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder’s parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder, unless the parent company holds 100% stake in the Bidder and guarantees performance of the Bidder.

^{##} Any Bidder who is a single entity should fill in details as per the row titled Single entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows depending upon the number of Consortium members and the row titled Single Entity Bidder may be ignored.

Instructions:

1. For the purposes of this RFP document Net Worth shall mean
 - (i) For an Individual = Value of Land and Building to be prepared / verified by a Government certified valuer (Proof of Certification of the Valuer should also be provided)+ Investment in Banks Deposits +Investments in Mutual Funds + Current Account Deposit+ Saving Account Deposit+ Government and Non-Government Security and Bonds+ listed Shares and other listed securities – (Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities)
 - (ii) For Company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 - (iii) For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners
 - (iv) For Sole Proprietorship Firm = Aggregate of Proprietors' capital account + Reserves - Aggregate of drawings by Proprietor - Aggregate of advances to Proprietor + Investments in Bank Deposits + Investments in Mutual Funds -(Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities).
 - (v) For a Society= (Subscribed and paid-up equity + Reserves) less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities)

2. The Bidder shall provide the audited annual financial statements for the financial year immediately preceding the Proposal Due Date in case of a Company or registered Society. In case of an Individual or a Partnership Firm or a Proprietorship Firm if the audited annual financial statements for the financial year immediately preceding the Proposal Due Date are not available, a certificate from the Chartered Accountant certifying the Networth along with the certificate from the valuator

with regard to the land and Building is required to be submitted. Failure to do so would be considered as a non-responsive Proposal

3. In case the annual accounts for the latest financial year are not audited and therefore the Entity could not make it available, the Entity shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Entity may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided, failing which the Proposals will be rejected as non-responsive
4. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet
5. Special Instructions for Sole Proprietorship Firm or an Individual
 - a) In the Net Worth column, besides the funds available in the books of account of the firm, the Sole Proprietor/Individual should furnish the details of fixed deposits/ time deposits/ bank deposits in banks / units of Mutual Funds, in the Sole Proprietor/Individual name, as on March 31, 2017. For Mutual Funds units, Net Asset Value as on March 31, 2017 would be considered for evaluation
 - b) Proof of individual deposits shall be submitted from each bank/ mutual fund
 - c) Details of Bank Accounts of the Sole Proprietor/Individual

S. No.	Name of the Bank	Address of the Bank	Account Number	Currency & Conversion Rate	Account Balance as on March 31 2017

Signature of the Applicant

Certificate of Chartered Accountant

On the basis of the relevant documents We, M\S_____ certify that the information regarding the net worth is true

Signature and seal of the
Chartered Accountant

Registration No.

ANNEXURE - 9

FORMAT FOR PROJECT UNDERTAKING

**To,
Managing Director
Chhattisgarh Tourism Board,
Raipur**

Re:

We have read and understood the Bid document in respect of the captioned Project provided to us by TOURISM BOARD.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is qualified and unconditional in all respects.

Dated thisDay of, 2016.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Annexure 10 –Format for Financial Proposal (to be submitted online)

Financial Proposal shall be as per the format provided online. The same should be submitted in the form submitted online only. Financial Proposal shall not be submitted in hard copy or with the Technical Proposal.

Following is an indicative format for the Financial Proposal:

Financial Proposal for CTB Properties on Management Contract				
S.No.	Name of Units	District	Category of property	Annual Fee Amount
1.	Karma Tourist Cottage, Bhatagaon	Dhamtari	Motel	
2.	Basi-Titra Tourist Resort, Nathiyanawagaon	Kanker	Motel	
3.	Kodar Tourist Resort, Kampa	Mahasamund	Motel	
4.	Panthi Tourist Resort, Kulipota	Janjgir-Champa	Motel	
5.	Pando Tourist Resort, Konkona	Korba	Motel	
6.	Pola Tourist Resort, Chirguda	Koria	Motel	
7.	Jawara Tourist Resort, Tumdiboard	Rajnandgaon	Motel	
8.	Punni Tourist Resort, Rajim	Gariyabandh	Motel	
9.	Sarhul Tourist Resort, Chadirama	Sarguja	Motel	
10.	Chakradhar Tourist Cottage, Kodatari	Raigarh	Motel	
11.	Gorga Tourist Resort, Tirathgarh	Bastar	Motel	
12.	Bhojali Tourist Resort, Manatuta	Raipur	Resort	
13.	Cher-Chera Tourist Cottage, Kabirchabutra	Bilaspur	Rest House	
14.	Tija Tourist Cottage, Lakholi	Raipur	Rest House	
15.	Nagmori Tourist Cottage, Bhoramdeo	Kabirdham	Rest House	
16.	Kamar Lake View Tourist Cottage, Kukda	Gariyabandh	Rest House	
17.	SonaiRupai Tourist Cottage, Singarbhat	Kanker	Rest House	
18.	Sua Lake View Tourist Cottage, Tandula	Balod	Rest House	
19.	Gouri-Goura Lake View Tourist Cottage, Khutaghat	Bilaspur	Rest House	
20.	Hareli Eco Resort, Mohda	Barnawapara (Balodabazar)	Resort	

Financial Proposal for CTB Properties on Management Contract				
S.No.	Name of Units	District	Category of property	Annual Fee Amount
21.	Sonbhadra Tourist Resort, Amadob	Bilaspur	Resort	
22.	HiuenTsiang Tourist Resort, Sirpur	Mahasamund	Resort	
23.	Tourist Rest House Champaran	Raipur	Rest House	
24.	Parad Tourist Cottage, Asna	Jagdapur (Bastar)	Rest House	
25.	Godana Eco Resort, Kawardha	Kabirdham	Rest House	
26.	SonhaBihan Nature Healing Resort, Kharkhara (I)	Balod	Rest House	
27.	GonchaShilpgramNagarnar	Bastar	Rest House	

Note: The Annual fee shall be escalated at the rate of 5% compounded every two years, over the previous year Annual Fee paid by the Management Operator.(as per Article 8.2 of the Management Contract)

Annexure 11 - Joint bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20...

AMONGST

1. {.....} 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. {.....} 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. {.....} 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,

A. The Chhattisgarh Tourism Board (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals”) by its Request for Proposal dated(the “RFP”) for Management Contract of CTB Properties (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 capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

*The number of Parties will be shown here, as applicable, subject to a maximum of 3 (three).

2. 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 Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared 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 Management Contract with the Authority and for performing all its obligations in terms of the Management Contract for the Project.

4. 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 Management Contract;
- b) {Party of the Second Part shall be {the Financial Member of the Consortium;}
- c) Party of the Third Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. 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 Management Contract.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, for a minimum of three years from the date of execution of the agreement of the Project, be held by Parties whose experience and Net Worth have been reckoned for the purposes of this project in terms of the RFP. Further, Parties undertake that the maximum share of the subscribed and paid up equity share capital of the SPV (subject to a minimum of 41%) shall, at all times till the Management Contract Term from the date of execution of the agreement of the Project, be held by First Part.
- 6.3 The Parties undertake that they shall collectively hold at least 60% (sixty per cent) of the subscribed and paid up equity share capital of the SPV for at least three years from the date of execution of the Management Contract of the Project.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Management Contract.

7. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, right, grant, license or other governmental authorisation, 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 Group Business Entity 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until execution of the Management Contract, 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 Earnest Money Deposit by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

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

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

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

**DRAFT MANAGEMENT CONTRACT
FOR
CHHATTISGARH TOURISM BOARD
PROPERTIES**

NAME OF THE PROPERTY _____

MANAGEMENT CONTRACT

1.0 PARTIES

This agreement made this _____ day of _____ 2018

Between

Chhattisgarh Tourism Board(referred as “CTB”)is a nodal Agency of the Government of Chhattisgarh, which was registered on April 02, 2003 under the Society Registration Act.-1973,a government Society within the meaning of the said Act, having its registered office at IInd Floor, Udyog Bhawan, Ring Road No.01, Telibandha, Raipur (C.G.) through its Managing Director herein after called the FIRST PARTY (which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the FIRST PART.

AND

{.....LIMITED}, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at, (hereinafter referred to as the “Second Party” which expression shall, unless excluded by or repugnant to the context, include its successors in office and assigns) of the Other Part

WHEREAS:

(A) The FIRST PARTY has constructed and developed a _____ property at _____ (hereinafter referred to as “Property”), the details of which are described in Schedule-A of this Agreement

(B) In order operate the property on management contract, the CTB intends to handover the property on an “as is where is condition” to a Management Contractor for upgradation, operation, maintenance and management of the property for a period of 10 years initially

(C) The CTB had accordingly invited proposals from the bidders including, inter alia, [the consortium comprising [●] and [●] (collectively the "Consortium") with [●] as its lead member] by its Notice No. [●] dated [●] (the "Tender Notice") for undertaking the project by prescribing the technical and financial terms and conditions for [operation of property on Management Contract].

(E) After evaluation of the bids received, the CTB had accepted the bid of the [Consortium] and issued its letter of acceptance No. [●] dated [●] (hereinafter called the "LOA") to the [Consortium] requiring, inter alia, the execution of this Management Contract within [●] days of the date of issue thereof.

(F) [The Consortium has since promoted and incorporated the SPV as a [company under the [●] Act, and has requested the CTB to accept the Management Operator as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA,] including the obligation to enter into this Management Contract pursuant to the LOA for executing the project.

(G) [By its letter dated [●], the Management Operator has also joined in the said request of the Consortium to the CTB to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium including the obligation to enter into this Management Contract pursuant to the LOA. The Management Operator has further represented to the effect that it has been promoted by the Consortium for the purposes hereof].

(H) The CTB has agreed to the said request of the [Consortium] and the Management Operator, and has accordingly agreed to enter into this Agreement with the Management Operator for execution of the project on, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Management Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

2.0 SUBJECT MATTER OF AGREEMENT

The subject matter of this agreement is management of _____ as detailed in schedule A including plantation, horticultural produce or any such activity related to promotion and development of tourism at the schedule property.

3.0 DATE OF COMMENCEMENT OF AGREEMENT

This agreement shall commence on from _____ day of _____ (the start date) to _____ day of _____ (the end date) unless it is extended further or terminated earlier in accordance with its terms and conditions.

4.0 PERIOD OF CONTRACT AND EXTENSION

This contract shall be for a period of 10 (Ten) years starting from _____ Day of _____ and may be extended further for 10 (Ten) years by mutual consent and subject to the adherence of the Second Part all the terms & conditions of this Management Contract

Incase of satisfactory performance as certified by FIRST PARTY, the SECOND PARTY will have the right of first refusal before any re-tendering.

5.0 DELIVERY OF POSSESSION OF PROPERTY AND RELEVANT DOCUMENTS

The property mentioned in schedule A along with all relevant documents would be handed over by FIRST PARTY to the SECOND PARTY on “as is where is” basis within 30 days of commencement of this agreement, free from all charges and encumbrances.

6.0 PERFORMANCE GUARANTEE

6.1 The SECOND PARTY shall furnish to the FIRST PARTY an FDR (to be issued in the name of the Managing Director, Chhattisgarh Tourism Board by a Scheduled Commercial Bank of India) as performance guarantee. The amount of the Performance Guarantee to be furnished has been provided in the Appendix 2.

6.2 The FIRST PARTY will have the right to claim the amount from the Performance Guarantee against any repairs / damages / and any such incidents for which the SECOND PARTY is liable and fails to indemnify. The remaining amount shall be returned to the bidder upon successful completion of the Management Contract term.

7.0 COMMISSIONING OF TOURIST FACILITIES

The SECOND PARTY will ensure that the Tourist Facilities is commissioned and opened for tourists within 2 months from the date of handover of the scheduled property by FIRST PARTY to the SECOND PARTY. The failure to do so shall be considered as an event of default.

8.0 ANNUAL FEE

- 8.1 The SECOND PARTY shall be fully entitled to all earnings / profits from the letting out of rooms, rentals, facilities and sale of food and beverages, plantation, horticultural and agricultural produce etc. of the schedule property.
- 8.2 The FIRST PARTY shall be entitled to an Annual Fee of Rs _____/-(Rupees _____ Only) plus taxes as applicable, which shall be increased at the rate of 5% compounded every two years, over the previous year Annual Fee paid by the Management Operator. .
- 8.3 The SECOND PARTY shall have to submit Annual Audited Accounts within 9 calendar months of expiry of each financial year.

9.0 PERIODICITY AND PLACE OF PAYMENT OF ANNUAL FEE

- 9.1 The Annual Fees for each year shall be payable in advance by the SECOND PARTY to FIRST PARTY in two equal half yearly installments starting from the date of handing over the property.
- 9.2 For the purpose of computation or payment of Annual Fees, annual / year denotes 12 calendar months from and including the month of taking over of possession.
- 9.3 The payment shall be by way of a bank draft payable at _____(place) and shall be made in the Name of _____(place) office (H.O.) of FIRST PARTY.
- 9.4 There will however be a grace period of 30 days from the day the aforesaid amount becomes due and the penal interest shall become chargeable from the 31st day from the date of amount due.

10.0 PENALTY FOR DELAY IN PAYMENT OF DUES

- 10.1 In the event of delay in the payment beyond the period as stipulated above, a penal interest @ 18% (Eighteen Percent) per annum shall be payable by the SECOND PARTY to FIRST PARTY on the amount due and payable
- 10.2 A delay in the payment of more than 3 (Three) months from the date the amount became due shall be considered to be an event of default and will automatically entitle the FIRST PARTY to cancel the existing agreement by and between the parties and forfeit the Performance Guarantee EMD as per Clause 6.3.

11.0 INSURANCE/SECOND PARTY'S OBLIGATION UNDER PUBLIC LIABILITIES INSURANCE ACT, 1981

- 11.1 SECOND PARTY shall take adequate coverage of insurance as specified in 11.2 for the property and all substances which have been declared to be hazardous substances under the notification issued from time to time under the above mentioned Act or any rule framed there under.
- 11.2 The SECOND PARTY shall at its own cost insure the property as specified in schedule "A" against any such risk to the property or properties due to the fault and negligence of the SECOND PARTY during the subsistence of the agreement in the name of FIRST PARTY.
- 11.3 The SECOND PARTY shall take adequate coverage of insurance for the property and properties against damage, destruction by fire, flood, earthquake, mob violence, or such other causes.
- 11.4 In the event of occurrence of any of the eventualities covered by the insurance, taken by the FIRST PARTY or SECOND PARTY the amount payable under the insurance policy shall be receivable by FIRST PARTY.

- 11.5 SECOND PARTY shall, time to time, pay the premium(s) to be paid under the insurance policy to be taken out in the above respects and submit the original document to FIRST PARTY.
- 11.6 The SECOND PARTY shall be responsible for pursuing any claims at its own costs, doing as the agent of FIRST PARTY. After the due amount has been received by FIRST PARTY, the FIRST PARTY shall undertake to complete the work of repair and / or renovation of the damages and destruction portion of the property under Management Contract at a cost not less than the claim amount received and within the period not exceeding 1 (one) year from the date of receipt of the claim amount.
- 11.7 For the period of repairs, not exceeding one year, taken by the work of reconstruction and or renovation or repair the payment of the Annual Fees payable by the SECOND PARTY shall remain in abeyance.
- 11.8 The contract period shall also stand extended by the period during which Annual Fees may have been kept in abeyance and subject further to the condition that for the extended period, the SECOND PARTY shall pay the Annual Fees.

12.0 MODIFICATION OF EXISTING FACILITIES / CREATION OF NEW FACILITIES

- 12.1 The SECOND PARTY shall have the right to add modify the existing facilities or to add any temporary structure/construction in the schedule property to attract domestic/international tourists. However, a detailed project report with designs, drawings and other necessary details particularizing such addition and / or modification of the existing facilities shall have to be submitted to the FIRST PARTY or such authority as recommended by FIRST PARTY for necessary approvals and a written approval shall be communicated by the FIRST PARTY thereof and / or such extension thereof subject to the SECOND PARTY obtaining all necessary clearances from such local, statutory or other authorities.
- 12.2 The SECOND PARTY shall not initiate any modifications to the property without a written approval by First party is given.
- 12.3 In regard to modification and / or creation of new / additional facilities where approval / permission of local bodies are required it will be the sole responsibility of the SECOND PARTY to diligently obtain such approvals / permissions and shall keep FIRST PARTY indemnified.
- 12.4 Any modification and / or addition carried out in violation of the stipulations aforesaid shall be deemed to be unauthorized construction and shall be considered to be event of default.

13.0 SECURITY MEASURES FOR INFLAMMABLE MATERIALS

The SECOND PARTY shall not store combustible and explosive materials and / or any other prohibited materials in the schedule premises. However, he may keep adequate quantities of liquefied petroleum gas, kerosene, petrol and high/low speed diesel etc. for the purpose of cooking and operation of diesel generating sets and boats / launches etc. after taking due permission, care, and measures as per law of the land from appropriate authority.

14.0 RIGHT TO FIX TARIFF

- 14.1 The SECOND PARTY shall have the sole authority, subject to intimation to FIRST PARTY, to fix room tariff and other tariff for the facilities to be provided to the guests by it and shall have the sole right to decide the menu for food and beverages, and the prices for the same. The SECOND PARTY will also be free to promote, with prior permission of FIRST PARTY, other

tourism related facilities / schemes / packages / activities etc in or about the Property as deemed fit by them and shall be free to fix the tariff thereof.

15.0 TRADE NAME AND STANDARDS

15.1 The trade name and logo of such property will be “ _____ ” or as specified by the first party and the Second Party shall promote and offer the property only under the said trade name. The Second Party will also ensure that the entire Cutlery, Napkins etc. used will also have the trade name of “ _____ ’. Use of any other trade name in relation to the property and its incidents is not permitted. However, the SECOND PARTY can mention its name as operators of the property under Management Contract of TOURISM BOARD but not as a trade name.

15.2 The SECOND PARTY shall ensure that the crockery/ cutlery/linen etc. used in the property is of the standard brand as specified in schedule 'B'. Any deviation without the prior permission of FIRST PARTY, will be treated as an Event of Default.

16.0 MAINTENANCE OF QUALITY OF FOOD AND SERVICES AND PREVENTION OF IMMORAL / ILLEGAL ACTIVITIES

16.1 The SECOND PARTY shall have to maintain high standard of the quality of food and services to be provided at the Property and take due care to prevent any immoral/illegal activities in the tourist complex. In order to ensure enforcement of the above provisions, FIRST PARTY shall have the right of inspection without notice.

16.2 If FIRST PARTY finds issue with food quality, hygiene, service etc., the first party may issue a notice to address the same within 30 days. If the quality of food is not improved within 30 days, it will be treated as an Event of Default and necessary actions will be initiated.

16.3 The SECOND PARTY shall be responsible for all the required licenses like Food/ Health Licenses etc as relevant and approvals related to running the property.

16.4 The SECOND PARTY shall keep indemnified the FIRST PARTY for any liability / losses / claims that may arise in this regard and shall have to settle such liabilities / losses / claims, if any, at his own cost. The FIRST PARTY has the right to revoke the EMD if such claims are not settled by the Second Party.

16.5 The SECOND PARTY shall not act in any manner, which may be detrimental to the interest/ reputation/ credibility of the FIRST PARTY.

16.6 Any violation of the above shall be treated as an Event of Default.

17.0 RIGHTS TO BENEFITS AND CONCESSIONS

17.1 FIRST PARTY shall pass on to the SECOND PARTY all available Government sanctions as per existing laws and / or under any new law or due to any other modification and / or change, in future, in any of the State / Central Government Rules and / or annual financial bills (Budget) of the State / Central Government for the promotion / benefit of Tourism Hotel Industry, if received by FIRST PARTY shall not pre-empt or adjust such amounts received towards future payments / rentals etc.

18.0 MARKETING AND SALE OF PRODUCTS

18.1 The SECOND PARTY shall be at liberty to open its own booking counters at any place or places or may appoint booking agents in any part or place in India and abroad for accepting bookings from Tourists and for such other functions and FIRST PARTY shall have no objections thereto.

18.2 The SECOND PARTY may also use the marketing network of FIRST PARTY including ONLINE booking facility etc, for which FIRST PARTY will be entitled to charge administrative expenses separately.

19.0 APPOINTMENT OF EMPLOYEES AND CONTRACTORS/SUPPLIERS

19.1 The SECOND PARTY shall have the right to select and appoint any number of employees/staff/contractors/suppliers as it may deem fit for smooth operation and functioning of the proposed tourist hotel, as per law of the land. FIRST PARTY shall have no say whatsoever in the selection of any such employees/contractors/suppliers.

19.2 The FIRST PARTY shall have no say whatsoever in the selection of any such employees/contractors/suppliers. The SECOND PARTY shall not be bound to take over any present employee of FIRST PARTY, if any, working at the tourist hotel.

19.3 The FIRST PARTY similarly indemnifies the SECOND PARTY against any disruption of work caused by any of the existing employees, contractors, labour union relating to the scheduled property for the period prior to the signing of this agreement.

19.4 The staff hired/employed by the SECOND PARTY shall be in the payrolls of the SECOND PARTYs' company and staff so employed **shall have no claim** of any relationship in any manner with the FIRST PARTY even after pre-mature termination of the agreement and/or expiry of the schedule period of Management Contract.

19.5 The SECOND PARTY undertakes to indemnify FIRST PARTY against any financial and other liabilities in relation to the employees/contractors/suppliers who may be engaged by the SECOND PARTY.

20.0 LIABILITY FOR COMPLIANCE WITH LABOUR AND INDUSTRIAL LEGISLATION

20.1 The SECOND PARTY undertakes to abide by all relevant labour and industrial legislations' including Minimum Wages Act, PF Act, ESI Act, Shops and Establishment Act as applicable to the relevant industry.

20.2 The SECOND PARTY indemnify FIRST PARTY to the extent of any liability accrued to the SECOND PARTY during the tenure of this agreement. FIRST PARTY similarly indemnify the SECOND PARTY to the extent of any liability accrued to FIRST PARTY prior to the signing of this agreement.

21.0 TAX & OTHER LIABILITIES ARISING OUT OF OPERATION

21.1 All tax, relating to the property including Panchayat / Municipality and any other tax shall be borne by the Second Party.

21.2 SECOND PARTY shall be responsible for the payment of all other liabilities / taxes / duties resulting from the operation of the tourist facility, as presently applicable or may be made applicable during the tenure of this agreement.

21.3 The liability of the SECOND PARTY towards those mentioned above shall be limited to the period during which this agreement remains operative.

22.0 ENVIRONMENT / POLLUTION ASPECT

- 22.1 The SECOND PARTY shall be solely responsible for obtaining all necessary approvals / clearances as required from the appropriate State / Central Environment / Pollution Authorities and to observe and follow at his own cost all relevant State / Central Environment / Pollution rules and regulations as applicable or made applicable during the period of this agreement.
- 22.2 Regardless of whether or not a given hazardous material (as such term may be defined in any applicable environmental law) is permitted under applicable environmental law, the SECOND PARTY shall only bring within the scheduled property such hazardous material as are needed in his normal course of business.

23.0 MAINTENANCE OF BOUNDARIES OF THE COMPLEX

- 23.1 The SECOND PARTY shall maintain the boundaries of the schedule property clear of Jungle and shall get them so cleared as and when necessary for upkeep and beautification of the schedule property. The SECOND PARTY shall also maintain all the boundary marks in good condition.
- 23.2 The SECOND PARTY shall on being required by the FIRST PARTY so to do erect and maintain in good order at his/their/its own expenses, all boundary lines and marks provided that in the event of his/their/its neglecting to carry out any necessary work within 30 days from the date of receipt of notice from the State Government/TOURISM BOARD/FIRST PARTY, the FIRST PARTY shall be entitled to carry out such work and recover from the SECOND PARTY all costs and expenses thereof.
- 23.3 If at any time during the period of this Agreement, the FIRST PARTY is of the opinion that the state of the boundary marks or lines is such that a re-survey of the area is necessary, the FIRST PARTY may direct such re-survey of the area to be made at the cost of the SECOND PARTY.
- 23.4 In case it is found on resurvey that the SECOND PARTY has committed any irregularity by encroaching upon any extra land, or any breach of its obligations hereunder, the SECOND PARTY shall keep the FIRST PARTY indemnified against any legal / financial implications / claims due to encroachment / use in occupation of any additional land beyond the land area allotted / handed over as mentioned in Schedule A enclosed.

24.0 RIGHT TO INSPECTION AND SURVEY

- 24.1 The SECOND PARTY shall at all times allow the officers of the Government of Chhattisgarh and/or FIRST PARTY authorized in that behalf, free and undisturbed access to schedule property including the appurtenant land for the purpose of inspection, survey and otherwise however with a notice of minimum twenty four hours.

25.0 ROUTINE AND NON-ROUTINE REPAIRS AND MAINTENANCE

- 25.1 The SECOND PARTY shall make or cause to be made at its own cost such routine maintenance, repairs and minor alterations from time to time as deemed necessary for maintaining the scheduled property in good condition.

26.0 SECOND PARTY NOT TO TRANSFER INTEREST IN THE MANAGEMENT CONTRACT

- 26.1 The SECOND PARTY shall have no authority to transfer, assign, or dispose of FIRST PARTY's right or obligation or interest by way of mortgage, charge, sub-lease, sub-contract, sale, hypothecation, pledge, hire, encumbrance, conducting arrangements, license or otherwise in

manner or part with the possession of the schedule property or any part thereof or allow or create any lien, charge, attachment or other claims thereof. Any deviation from the same shall be considered to be a serious breach of this agreement and will be an act of default.

27.0 CHANGE OF MANAGEMENT OF MANAGEMENT CONTRACTOR

27.1 In case of any proposal for change in management of the SECOND PARTY during the period of this agreement prior written approval of FIRST PARTY shall have to be taken by the SECOND PARTY.

27.2 The rights and obligations under this agreement shall thereupon devolve upon the new management as before.

28.0 Accounts and Audit

28.1 Audited Accounts

28.1.1 The Management Operator shall maintain books of accounts recording all its receipts (including all Realisable Fees and other revenues derived/collected by it from or on account of the Project), income, expenditure, payments, assets and liabilities, in accordance with this Management Contract, Good Industry Practice, Applicable Laws and Applicable Permits. The Management Operator shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The CTB shall have the right to inspect the records of the management Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the CTB for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Management Contract.

28.1.2 The Management Operator shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the CTB its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange

28.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the CTB, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the revenues under different income heads, month wise occupancy details (b) Fee charged and received, Realisable Fee and other revenues derived from the project, and (c) such other information as the CTB may reasonably require.

29.0 FORCE MAJEURE

29.1 An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of SECOND PARTY, or its agents and contractors, or their duties and obligations under this Agreement, or the performance by FIRST PARTY of their respective duties and obligations under this Agreement:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, quarantine, pestilence, and/or abnormal inclement weather;
- (b) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities; and
- (c) Any temporary restraining order, preliminary injunction or permanent injunction, unless based in whole or in part on the actions or failure to act of SECOND PARTY;

30.0 EXTENSION OF TIME/EXCUSE OF PERFORMANCE

30.1 SECOND PARTY shall be entitled to an adjustment in the time for excuse of the nonperformance of any duty or obligation of SECOND PARTY under this Agreement for Force Majeure events described in **Clause 28**, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

31.0 EVENTS OF DEFAULT

31.1 Events of Default by SECOND PARTY shall mean the following:

- 31.1.1 Delay in payment of Annual Fees in advance.
- 31.1.2 Delay in payment of Annual Fees for more than Three months.
- 31.1.3 Fails or does not issue such Performance Guarantee within 30 days of its becoming due.
- 31.1.4 Fails to maintain in full force and affect those policies of insurance.
- 31.1.5 Carries out any unauthorized construction.
- 31.1.6 Transfers interest in the Management Contract and/or acts in violation of Clause 26
- 31.1.7 Has used cutlery, crockery, linen of sub-standard brands in violation of Clause 15.2
- 31.1.8 Has carried out a material breach of this agreement.

31.2 Events of Default by FIRST PARTY shall mean the following:

- 31.2.1 Delay in handing over the schedule property.
- 31.2.2 Schedule property is not free from charge and/or encumbrances.

32.0 TERMINATION OF THE CONTRACT BY THE SECOND PARTY

32.1 The SECOND PARTY shall have the option to terminate the Agreement at any time before its expiry by clear notice of 3 months in writing to the TOURISM BOARD intimating its intention to do so provided, however, that the SECOND PARTY shall not be released of its obligations under this agreement unless and until the SECOND PARTY restores use of the entirety of the Scheduled Premises, makes payment of all sums payable to it to the FIRST PARTY under this agreement and has discharged all liabilities under any rule/law in existence. The SECOND PARTY shall have to carry on discharging his obligations and maintain operation of the Property till being released of its obligation by the FIRST PARTY.

32.2 On the happening of any one of the Events of Default by FIRST PARTY as enumerated in Clause 30.2.1 to 30.2.2

33.0 TERMINATION OF CONTRACT BY FIRST PARTY

33.1 The TOURISM BOARD shall be at liberty to terminate the instant agreement on any one or more of the following grounds:

- 33.1.1 Subject to Force Majeure, the SECOND PARTY fails to start commercial operation of the scheduled property within a period of 2 (Two) months from the date of handing over the schedule property.
- 33.1.2 The scheduled property is used by the SECOND PARTY for purposes other than the purposes mentioned in this Agreement and RFP.
- 33.1.3 Subject to Force Majeure, the SECOND PARTY fails to substantially perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Clause) of this Agreement.
- 33.1.4 If the SECOND PARTY fails to remedy any such act of default as stipulated in this Agreement within 90 (ninety) days after receipt of written notice of default with respect thereto from FIRST PARTY.
- 33.1.5 If any representation or warranty made by SECOND PARTY hereunder is intentionally false or misleading in any material respect when made and such false or misleading representation or warranty either has a material adverse effect on the Development or has resulted in an unfair competitive advantage materially benefiting the SECOND PARTY in the offer selection process considering SECOND PARTY'S response to the offer in total.
- 33.1.6 Subject to Force Majeure, on the happening of any one of the Events of Default by SECOND PARTY as enumerated in Clause 30.1.1 to 30.1.7.

34.0 TAKING OVER OF THE PROPERTY ON TERMINATION / EXPIRY OF THE CONTRACT

- 34.1 All immovable property together with those that have been developed by the SECOND PARTY shall be handed over to the FIRST PARTY, free of cost.
- 34.2 All movable property financed by the SECOND PARTY shall be removed within a period of 30 days from the date of termination/expiry of the contract with prior written approval of FIRST PARTY.
- 34.3 The movable property, as per schedule annexed to this agreement, shall be handed over to the FIRST PARTY by the SECOND PARTY at the time of expiry/termination of this agreement.

35.0 INDEMNIFICATION

- 35.1 The SECOND PARTY indemnifies and holds FIRST PARTY harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the SECOND PARTY during the period of this Agreement.

36.0 PART OF THE CONTRACT

- 36.1 All documents relating to computing the Annual Fees and taking over the property and the property schedule shall form part of this contract.

37.0 JURISDICTION

- 37.1 The parties hereto, by this agreement do hereby confer express jurisdiction on the courts of Raipur to entertain any proceeding arising out of this agreement.

38.0 DISPUTE RESOLUTION

- 38.1 Prior to the initiation of any legal action or arbitration proceedings permitted by this contract to resolve disputes between them, in the event any dispute arises between the parties, the representatives for both the sides shall use their best efforts to amicably resolve the dispute within 30 days.
- 38.2 Any issue, which is not settled in 30 days, will be referred to the Arbitration panel that will be setup for an amicable solution. The members of the panel shall be mutually selected by the CTB and the operator. Payments to the panel, if any, shall be borne equally by the Authority and the Operator.
- 38.3 Any dispute or disagreement, which cannot be resolved by the Arbitrator / Arbitration panel or if any party is not satisfied with the judgment of the Arbitrator, shall be further referred to the City / District Courts.
- 38.4 The award of the arbitration shall be final, conclusive and binding on all the parties.

39.0 NOTICES

- 39.1 Any contractual notice, report, certificate or other communication to be given to the either party under the Contract shall be served by sending the same by facsimile transmission (with a confirmation copy by mail or by hand delivery) to or by leaving the same at, the respective addresses set out in this Agreement or such other addresses as may be nominated for the purpose. Notices to be issued by either party shall include the following:
- 39.1.1 Notice intimating SECOND PARTY that the Annual Fees has fallen due and if the same is not paid on an immediate basis the FIRST PARTY shall be forced to invoke the penalty clause.
- 39.1.2 Notice intimating SECOND PARTY that the Annual Fees has fallen due for more than two months and if the same is not paid within the remaining days left for the completion of the contractual period of six months then FIRST PARTY will terminate the contract.
- 39.1.3 Notice by FIRST PARTY to SECOND PARTY in case of any Event of Default committed by SECOND PARTY.
- 39.1.4 Notice by FIRST PARTY that the SECOND PARTY has not remedied such event of default for more than 30 (Thirty) days and if the same is not remedied within a further period of 30 (Thirty) days then FIRST PARTY will terminate the contract.
- 39.1.5 Notice by SECOND PARTY to FIRST PARTY in case of any Event of Default committed by FIRST PARTY.
- 39.1.6 Notice by SECOND PARTY that the FIRST PARTY has not remedied such event of default for more than 30 (Thirty) days and if the same is not remedied within a further period of 30 (Thirty) days then the SECOND PARTY will terminate the Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR COMMON SEALS TO BE HEREUNTO AFFIXED ON THE DATE, MONTH AND YEAR FIRST HEREINABOVE WRITTEN AS HERE IN AFTER APPEARING.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first above written:

SIGNED ON BEHALF OF FIRST PARTY

SIGNED ON BEHALF OF SECOND PARTY

(Signature)

(Signature)

In presence of

Witnesses:

(i)

(ii)

Dated:

Place:

Schedule – A – Details of CTB Properties

Schedule - B

Indicative or benchmark Specification / Brand of Crockery / Cutlery / Linens& other items to be used in the Property

1. Bed sheets / Towels / Pillow Cover / Damask cloth	-	Bombay Dying
2. Woolen blankets	-	Raymonds
3. Cutlery	-	Veenus
4. Crockery	-	UPC (Hitkari Bharat potteries, Bon china)
5. Plastic wares	-	Brite, Cello & National
6. Water thermos	-	Eagle/Cello
7. Mattresses / Pillows	-	Curl on -Cozy mates
8. Fridge / Water Coolers / Deep Fridgers	-	Usha, Godrej, Voltas, Samsung
9. Uniform Cloth	-	Binni / Bombay Dying
10. Garden Furniture	-	Moderna / Neelkamal

- **The bidder(s) as a part of their proposal (under Annexure 7 A) shall provide the list of specific brands being proposed to be used by them in the above categories. The same should be at par with the ones mentioned above.**

CHECK LIST

Bidders shall submit the list of Documents it is furnishing as a part of Tender for each part of the Tender. The tentative list for the parts of Tender is as under

- i. Covering letter
- ii. Tender form (Annexure - 1) along with copies of registration certificates of all bidders
- iii. List of properties the bidder is submitting the proposal for (Annexure 1 A)
- iv. Format of Affidavit in case of Individuals (Annexure - 2)
- v. Format of Affidavit for Firm/Company (Annexure - 3)
- vi. General Information regarding the Bidder (Annexure - 4)
- vii. Format for Power of Attorney (Annexure - 5)
- viii. Anti-Collusion Certificate (Annexure -6)
- ix. A brief note on bidders major activities and its background (Annexure -7)
- x. Format for Technical Capacity of the Bidder (Annexure – 7A) along with supporting documents
- xi. Detailed note on the bidder’s plan for O&M of the property
- xii. Declaration of Clean Track Record (Annexure – 7 B)
- xiii. Format for the Statement of the Financial Capacity (Annexure -8)
- xiv. Format for Project Undertaking (Annexure -9)
- xv. Format for Joint Bidding Agreement (Annexure 11)
- xvi. Management Contract