

CHHATTISGARH TOURISM BOARD

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CORRIGENDUM - IV

REQUEST FOR PROPOSALS - MANAGEMENT CONTRACT FOR 33 PROPERTIES OF CHHATTISGARH TOURISM BOARD

S. No	Document Ref.	As per RFP	Revised provisions
1.	Clause 1 of the RFP (Page No. 5)	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	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
2.	Clause 1.1 and 1.9 of the RFP (Page No. 5)	Arresting leakages, putting up compound wall, laying approach road, eviction of encroachments if any will be the responsibility of the Management Contractor only.	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
3.	Page 9 – Preparation of proposals	Bids would need to be accompanied by an EMD for an amount as specified in Appendix 2 for each tourism property for which the bidder is intending to submit its proposal. The EMD of successful bidder shall be retained during Management Contract term in the form of Performance Security and 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	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 Demand Draft issued by a scheduled commercial bank of India in favour of Managing Director, Chhattisgarh Tourism Board payable at Raipur. The EMD (Bid Security) shall be returned to unsuccessful Bidders within a period of one (1) month from the date of signing of management contract 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 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 revised Appendix 2 as enclosed with this corrigendum - for each tourism property for which the bidder is intending to submit its proposal.

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			<p>The Performance Security shall be submitted within 7 days of allotment of work and prior to signing of the Management Contract term.</p> <p>In case of default, as mentioned in the RFP, the entire EMD amount of the bidder shall be forfeited.</p> <p>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</p>
4.	Clause 1.2 of the RFP (Page No. 5)	(a) The Management Contractor should utilize the property only for the purpose of running of Hotel business and not for any other purposes.	(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
5.	Clause 1.10 of the RFP (Page No. 6)	The Management Contractor should operate the Unit on continuous basis throughout the Management Contract period. 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 one month 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. Further, EMD submitted by the successful bidder shall be forfeited in this case.	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.
6.	Clause 1.12 (Page No. 6) and Clause 1.34 (Page No. 7) of the RFP	Management Contractor shall have the sole authority, subject to written intimation to MD,CTB, to fix room tariff and other tariff for the facilities to be provided to the guests by it	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.
7.	Clause 1.15 of the RFP(Page No. 6)	The Management Contractor may employ staff of Service Providers of CTB.	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

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8.	Clause 1.19 of the RFP(Page No. 6)	After the expiration of Management Contract period, the Management Contractor shall surrender possession of all movable and immovable properties franchised, including existing superstructure and any additional temporary structure developed by the management contractor as per provisions of this RFP with due consent of the MD, Chhattisgarh Tourism Board.	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
9.	Clause 1.28 of the RFP(Page No. 7)	The Chhattisgarh Tourism Board representative shall have the right to inspect the premises and also the books of accounts, etc. at any time. The representative appointed by Chhattisgarh Tourism Board shall have the authority to verify and certify the quality and quantity of food and other services specified in the agreement, to be provided by the successful bidder. If the operator fails to provide the satisfactory services, Operator shall be liable to be terminated.	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.
10.	Page 13 - Additional requirement from proposals submitted by Consortium entities	<p>d. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for Management contract term from the date of execution of the agreement of the Project, 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 an equity share holding of at least 41% (Forty one per cent) of the paid up and subscribed equity of the SPV;</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 at all times until the Management Contract Term of the project</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>Note – 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>

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11.	Page 47 - Clause 6.2 and 6.4 of the Joint bidding agreement (Annexure 11)	<p>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, at all times till the Management Contract Term 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 a minimum of 41% (forty one percent) of the subscribed and paid up equity share capital of the SPV 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.</p> <p>6.3 Deleted</p> <p>6.4 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 at all times until the sustenance of the Management Contract of the Project.</p>	<p>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.</p> <p>6.3 Deleted</p> <p>6.4 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.</p>
12.	Page 53 - Clause 6.1 and 6.4 of the Draft Management Contract	<p>6.1 The SECOND PARTY shall furnish as a part of the proposal an EMD that shall has retained by the FIRST PARTY as performance guarantee. The amount of performance guarantee shall be determined on the basis of terms and conditions of the RFP</p> <p>6.4 The FIRST PARTY will have the right to claim the amount from the EMD 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.</p>	<p>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 Revised Appendix 2 as enclosed with this corrigendum.</p> <p>6.4 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.</p>
13.	Page 54 - Clause 10.10.1 of the Draft Management Contract (Penalty for delay in payment of dues)	In the event of delay in the payment beyond the period as stipulated above, a penal interest @ 15% (Fifteen Percent) per month shall be payable by the SECOND PARTY to FIRST PARTY on the amount due and payable	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

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14.	Page 61 - Clause 33.1.4 of the Management Contract	If the SECOND PARTY fails to remedy any such act of default as stipulated in this Agreement within 30 (thirty) days after receipt of written notice of default with respect thereto from FIRST PARTY.	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.
15.	-		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

Note: Remaining conditions of the RFP shall remain the same

Appendix 2: Amount of Bid Security and Performance Security 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	Pandawani Tourist Resort, Kendri	Raipur	Motel	1,73,250.00	32,91,750.00
2	Karma Tourist Cottage, Bhatagaon	Dhamtari	Motel	1,73,250.00	32,91,750.00
3	Basi-Titra Tourist Resort, Nathiyanawagaon	Kanker	Motel	1,73,250.00	32,91,750.00
4	Kodar Tourist Resort, Kampa	Mahasamund	Motel	1,73,250.00	32,91,750.00
5	Bharthari Tourist Resort, Sargaon	Bilaspur	Motel	1,73,250.00	32,91,750.00
6	Pantheni Tourist Resort, Kulipota	Janjgir- Champa	Motel	1,73,250.00	32,91,750.00
7	Pando Tourist Resort, Konkona	Korba	Motel	1,73,250.00	32,91,750.00
8	Pola Tourist Resort, Chirguda	Koria	Motel	1,73,250.00	32,91,750.00
9	Chandaini Gonda Resort, Khapri	Durg	Motel	1,73,250.00	32,91,750.00
10	Jawara Tourist Resort, Tumdiboard	Rajnandgaon	Motel	1,73,250.00	32,91,750.00
11	Punni Tourist Resort, Rajim	Gariyabandh	Motel	1,73,250.00	32,91,750.00
12	Sarhul Tourist Resort, Chadirama	Sarguja	Motel	1,73,250.00	32,91,750.00
13	Chakradhar Tourist Cottage, Kodatari	Raigarh	Motel	1,73,250.00	32,91,750.00
14	Gorga Tourist Resort, Tirathgarh	Bastar	Motel	1,73,250.00	32,91,750.00
15	Pondum Tourist Cottage, Haram	Dantewada	Motel	1,73,250.00	32,91,750.00
16	Bhojali Tourist Resort, Manatuta	Raipur	Motel	4,50,000.00	85,50,000.00
17	Madai Tourist Resort, Machadoli	Korba	Rest House	3,45,000.00	65,55,000.00
18	Cher-Chera Tourist Cottage, Kabirchabutra	Bilaspur	Rest House	3,00,000.00	57,00,000.00

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)
19	Tija Tourist Cottage, Lakholi	Raipur	Rest House	1,73,250.00	32,91,750.00
20	Nagmori Tourist Cottage, Bhoramdeo	Kabirdham	Rest House	1,73,250.00	32,91,750.00
21	Dadariya Tourist Cottage, Bhatagaon	Dhamtari	Rest House	1,73,250.00	32,91,750.00
22	Sonai Rupai Tourist Cottage, Singarbhat	Kanker	Rest House	2,62,500.00	49,87,500.00
23	Sua Lake View Tourist Cottage, Tandula	Balod	Rest House	1,73,250.00	32,91,750.00
24	Gouri-Goura Lake View Tourist Cottage, Khutaghat	Bilaspur	Rest House	1,35,000.00	25,65,000.00
25	Hareli Eco Resort, Mohda	Barnawapara	Resort	5,21,250.00	99,03,750.00
26	Sonbhadra Tourist Resort, Amadob	Bilaspur	Resort	5,21,250.00	99,03,750.00
27	Hiuen Tsiang Tourist Resort, Sirpur	Mahasamund	Hotel	8,25,000.00	1,56,75,000.00
28	Tourist Rest House, Champaran	Raipur	Rest House	37,500.00	7,12,500.00
29	Parad Tourist Cottage, Asna	Jagdalpur (Bastar)	Rest House	2,55,000.00	48,45,000.00
30	Godana Eco Resort, Kawardha	Kabirdham	Rest House	2,55,000.00	48,45,000.00
31	Sonha Bihan Nature Healing Resort, Kharkhara (I)	Balod	Rest House	1,27,500.00	24,22,500.00
32	Goncha Shilpgram Nagarnar	Bastar	Rest House	1,73,250.00	32,91,750.00
33	Baridha Lake View Tourist Cottage, Gangrel	Dhamtari	Rest House	8,25,000.00	1,56,75,000.00

Sd/-
Managing Director
Chhattisgarh Tourism Board