

TENDER



Madhya Pradesh State Tourism Development Corporation

(MPSTDC) Paryatan Bhawan, Bhadbhada Road, Bhopal,

Madhya Pradesh, India Pin – 462003

LEASE OF "SPA CENTRE" AT PALASH RESIDENCY, BHOPAL (M.P)

Website: www.mptourism.com

Email : md@mptourism.com

Tender No: 7683

3rd August, 2013

Bids are invited for lease of space for Spa Centre at Hotel Palash Residency, T T Nagar Bhopal. Technical specifications and terms and conditions can be downloaded from website www.mptourism.com. For any other information contact 0755 4027100/4027180. Last date for submission of the Bid is 22nd August 2013, 16:00 hrs..

Managing Director
MP Tourism

Disclaimer

This bid document has been issued by the Managing Director, Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC), Bhopal. The restrictions and conditions relating to the project are for selecting an appropriate party. The aim of this document is to provide information of bid process and assess appropriateness of the proposal received for the allotment of property on lease for the defined purpose.

This Bid document is not an agreement and is not an offer or invitation by MPSTDC to any party. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their Bid. This Bid document does not purport to contain all the information each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for MPSTDC, their employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document and obtain independent advice from appropriate sources. MPSTDC, their employees shall incur no liability under any law, statute, rules or regulations for any inaccuracy in the Bid document. The applicant should immediately inform the Managing Director, MPSTDC in case of any anomaly in this document. If this office does not receive any written information, it will be considered that the applicant is satisfied and the bid document is complete in all respect.

In case of any clarification, query and concern regarding the terms & condition, the decision of the Managing Director will be final and binding upon one and all. All issues between the MPSTDC and Bidder will be under the jurisdiction of Session Court of District Bhopal. The information furnished in this document or any other information made available to the applicant will be subject to change. The Managing Director, MPSTDC may at any stage update/ amend/ add any information in this document without assigning any reason. The MPSTDC reserves the right to accept or reject any or all applications without assigning reason. No claim regarding expenses on preparation of submitting the bid document will be accepted.

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SECTION - 1

Terms & Conditions

1. Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) invites sealed bids (Two envelope system) for allotment of space for spa centre on Lease for 10 years at Hotel Palash Residency, Bhopal. Details of property is mentioned below:

S. No.	Details of Property	Area in sq. ft.	Annual Reserve Price (Rs.)
1	Space for Spa centre	922.30 sq ft	Rs.81347

- I. Consortium is not allowed.
- II. Bid Document Price Rs 5000/-
- III. **5% increase** in Lease Rent Per Annum.
- IV. EMD – Rs. 1,00,000 (**Rupees One Lakh only**).
- V. Location and site plan of the property is enclosed with the bid document. (Annexure 9)

SECTION - 2

Instruction to Bidders

Introduction

1. Bids are invited to operate and maintain a unit owned by MPSTDC located at Hotel Palash Residency, Bhopal on Lease for 10 years as per the rules in vogue.

- 1.1 The following activities/ items shall be permissible on this property :
- a) Ayurvedic Massages
 - b) Jacuzzi
 - c) Sauna
 - d) Salon

The above mentioned services are mandatory but the bidder can propose other additional services.

Costs of Preparing and submitting Proposals

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in the Bidding process. MPSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

Number of Bid

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 for the same property will be disqualified.

Bid Validity Period

- Bid shall remain valid for a period not less than 180 days (One Hundred Eighty Days) from the Bid Due Date.
- MPSTDC 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.

Clarification of RFP Documents

The Firm may request a clarification on any clause of the RFP document on or before the opening of the Technical Bid. Any request for clarification must be sent in writing to the concerned person **Mr. Narendra Kumar Swarnkar (Senior Manager) Contact Number 9424796714 / 0755-4027100/407180**. The client will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms.

Client Clarification of Proposals

It is understood that from time the proposals are received by the Client to the time that the Agreement is awarded, the Client shall not request the Firm to provide any clarification on any matter related to the Firm's technical or financial proposal.

Preparation of Proposals

Language

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.

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 for an amount of **Rs. 1,00,000 Lakh (Rupees One Lakh only)**. The EMD shall be kept valid through the Bid Validity Period and would be required to be extended if so required by MPSTDC.

The EMD shall be in the form of a DD drawn in favour of MPSTDC payable at Bhopal.

The EMD shall be returned to unsuccessful Bidders within a **period of 210 days** from the date of finalization of Bid.

The EMD shall be forfeited in the following cases:

- a) If the Bidder withdraws from Bid after submission
- b) If the Successful Bidder fails to pay the Bid Price within the stipulated time

Project Inspection and Site Visit

- 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:
 - a. made a complete and careful examination of the Bid document, and
 - b. received all relevant information requested from MPSTDC.
- MPSTDC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

Criteria for Qualification

The Bidder's competence and capability is proposed to be established by the following parameters. Any Individual/Company/Corporate body who qualify under the criteria given below are eligible to participate

(a) Technical capability –

- The bidder should have 3 years experience in this field and should be running 2 SPA centres in India.

- The bidder shall have appointed trained and experienced staff in his/her centres (minimum 10).
- The bidder is not bard by any Central or State Government body or undertakings.

(b) Financial capability

- **Average Annual Turnover** of the Bidder for the Financial Year 2010-11, 2011-12 and 2012-13 should be at least **Rs. 10,00,000 (Rupees Ten Lakhs only)**.
- **Net worth Rs. 2,00,000 (Rupees Two Lakhs only)** for the financial year 2012-2013.
- The Bidders should provide information regarding the above based on audited annual accounts/Statement of Chartered Accountant for the respective financial years.
- The bid must be accompanied by the Audited Annual Reports of the Bidder for the last three (3) financial years.
- 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 proceedings the latest financial year have to be provided, failing which the Bid may be rejected as non-responsive.

Technical Proposal Format and Content

Annexure-1 of the RFP provides for specific format for submitting the technical proposal.

The Bidders would be required to furnish the following as part of their Technical Bid for the Project:

a. Project Appreciation

Under this item, the Bidders should provide a brief description (1 page) on their understanding of the Project.

b. Financial Capability

The Bidders should provide an additional copy of the filled for evaluation of their financial capability as part of the Technical Bid. **Annexure - 1**

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details under any selection method will be declared non-responsive.

Financial Proposals

The Bidder shall submit a hard copy of the Financial Proposal using the attached standard forms **Annexure - 8** The Client shall read the Hard Copy during the public opening of Financial Proposals.

It is the Firm's responsibility to ensure that the correct Financial Proposal format is used to submit the proposal.

All activities and items described in the Technical Proposal must be priced. For non-material omissions, any activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. Firms will express the price of their services in Indian Rupees. The agreement will be in Indian Rupees and all payments will be made in the same currency

Taxes

The amounts of taxes shall be included in the Financial Proposal.

Submission, Receipt, and Opening of Proposals

The original 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.

An authorized representative of the Firms shall initial all pages of Technical & Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked "ORIGINAL."

The Technical Proposals and Financial Proposals shall be sent to the addresses referred in the clarification of RFP documents.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Assignment Name, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals 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*]".

Any proposal received by the Client after the deadline for submission shall be returned unopened.

From the time the Proposals are opened to the time the Agreement is awarded, the Firms should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort made by Firms to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Firms' Proposal.

MPSTDC's Right to Accept or Reject Bid

- Notwithstanding anything contained in this Bid document, MPSTDC 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.
- MPSTDC 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.
- MPSTDC reserves the right to reject any Bid if:
 - (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

- The above would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Commercial Bids have been opened and the Bidder with Highest bid gets disqualified / rejected, then MPSTDC reserves the right to:
 - a. declare the Bidder quoting the next Highest Commercial Bid as the successful bidder and where warranted, invite such Bidder to equal the Commercial Bid of the disqualified Bidder;
- OR
- b. take any such measure as may be deemed fit in the sole discretion of MPSTDC, including annulment of the Bidding process.

**Evaluation of
Technical Proposals**

- In Stage 1, the envelope 1 (TECHNICAL OFFER) 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 financial bid of such bidder shall not be opened and returned.
- MPSTDC would have the right to review the Technical Bids and seek clarifications where necessary.

Financial Proposals

- The Financial Bids of all the Bidders who pass Stage 1 of Bid evaluation shall be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
 - The Bidder Quoting the highest Bid may be declared the successful bidder.
 - In the event that two or more Bidders quote the same Bid, MPSTDC may:
 - a. invite fresh Bids from the Bidders;
- OR
- b. take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding process.

Section - 3: Data Sheet

1.	Name of the Client: Madhya Pradesh State Tourism Development Corporation Limited, Bhopal
2.	Method of Selection: Highest Quote of Annual License Fee
3.	Proposals must remain valid 180 days after the submission date.
4.	Opening date for sale of bid document 5st August 2013 at 16:00 hrs (Bid document can be downloaded from web site www.mptourism.com)
5.	Closing date for sale of bid document 22nd August 2013 at 16:00 hrs
6.	Closing date for submission of bid document 22nd August 2013 at 16:00 hrs
7.	Opening date of Technical bid 22nd August 2013 at 16:30 hrs
8.	Opening date of Financial bid 23rd August 2013 at 16:00 hrs
9.	Key Submissions : i. Covering letter ii. Tender form (Annexure - 1) iii. Format of Affidavit in case of Individuals (Annexure - 2) iv. Format of Affidavit for Firm/Company (Annexure - 3) v. Format for Power of Attorney (Annexure - 4) vi. Anti-Collusion Certificate (Annexure -5) vii. A brief note on bidders major activities and its background (Annexure -6) viii.Format for Project Undertaking (Annexure -7) ix.Format of Financial Bid (Annexure -8)
10.	Sealing and Marking of bid : <ul style="list-style-type: none">• The bidder shall seal the Key Submissions, Qualification Information, Technical bid in envelope marked as ENVELOPE A "TECHNICAL OFFER". The Second envelope will be marked as ENVELOPE B "FINANCIAL OFFER". Envelope A & B will be kept in a cover envelope 'ENVELOPE C'.• The envelopes should be so sealed that the contents are not visible to the naked eye.• Each envelope shall indicate the name and address of the Bidder.• The documents/enclosures in ENVELOPE A shall be submitted together in bound form, with all the pages numbered serially. Demand Draft or Bank Guarantees shall not be bound directly but be placed in plastic jackets, which are bound as part of the main booklet. Along with the Covering Letter, the Bidder should submit a Checklist as per prescribed format enclosed with this document duly signed by the Authorized Signatory and mentioning whether each document has been submitted, its page number, total number of pages of that particular document/enclosure, and whether each page has been initialled in blue ink by the Authorized Signatory. It is clarified that the Checklist on documents, is mandatory, and if the same is not provided, the Bid is liable to be treated as 'non responsive'.• The cover envelope and also ENVELOPE A & B shall clearly bear the Following identification along with the bidders details:

"BID FOR 'lease of space for Spa Centre at Hotel Palash Residency, Bhopal"

- All envelope shall be addressed to :

ATTN. OF :

Managing Director,

Madhya Pradesh State Tourism Development Corporation Limited

Paryatan Bhavan, Bhadbhada Road, Bhopal 462003

COVERING LETTER

[On the Letter head of the Bidder]

Date:

To,

Managing Director,
Madhya Pradesh State Tourism Development Corporation Limited,
Bhopal.

Ref: RFP for lease of space for Spa Centre at Hotel Palash Residency,

Sir,

Being duly authorized to represent and act on behalf of
(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.

We are enclosing our Bid including Key Submissions, Qualification Information, Technical Bid in one original plus ONE copy and the Financial Bid, with the details as per the requirements of the Bid document, for your evaluation.

Dated thisDay of, 201....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Tender Form**(To be submitted with envelope A)**

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
5.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company/ partnership firm/Proprietary)	
6.	Names of Directors/ Partners/Proprietor	
7.	Whether registered with registrar of companies/ firms – mention number and date with proof	
8.	Whether registered for sales tax – mention number and date. Also furnish copies of sales tax number allotted	
9.	Whether registered for service tax – mention number and date. Also furnish copies of service tax number allotted	
10.	Whether assessee of Income tax payee . Mention PAN , furnish copy of last income tax return.	
11.	Name and Address of Bankers	
12.	Whether empanelled with other Government organizations. If so give names of organizations with the details of supply.	
13.	3 years Annual Turnover (Furnished copy of Balance sheet)	(2012-13)- (2011-12)- (2010-11)-
14.	Net worth for financial year (2012-13)	
15.	EMD details :DD Number/Bank Name/ Date	
16.	Any other information	
17.	Certification of Manpower and their CV's (Physician and supporting staff)	

Signature:
Name:
Designation:
Affix Company seal

DECLARATION

1. I / We have read the instructions appended to the Performa and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPSTDC on the basis of the information given by me/us can be treated as invalid by the MPSTDC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPSTDC in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation & seal of the Company

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: _____

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

I, _____ (name of the authorized person)
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 auction. 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: _____

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

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 Madhya Pradesh State Tourism Development Corporation Limited, representing us in all matters before Madhya Pradesh State Tourism Development Corporation Limited, and generally dealing with MPSTDC 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.*

FORMAT FOR ANTI-COLLUSION CERTIFICATE

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, 201.....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

A BRIEF NOTE ON BIDDERS MAJOR ACTIVITIES AND ITS BACKGROUND

A – Details of the Firm

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

FORMAT FOR PROJECT UNDERTAKING

To,

Managing Director,
Madhya Pradesh State Tourism Development Corporation,
Bhopal.

Re:

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

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, 201...

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Financial Bid
(Envelope-B)

To,
The Managing Director,
Madhya Pradesh State Tourism Development Corporation,
Bhopal

Dear Sir,

I, the undersigned having inspected the premises for **'Spa centre at Palash residency, Bhopal'** and having read the important instructions and draft lease agreement in this regard make the following Financial Bid:

That I, will pay a fix sum of rupees.....(figures)
Rs..... as fixed license fee for the
first year.

(Plus all taxes as applicable per annum and time to time)

That the decision of MPSTDC management will be final and undisputable in accepting or rejecting the offer.

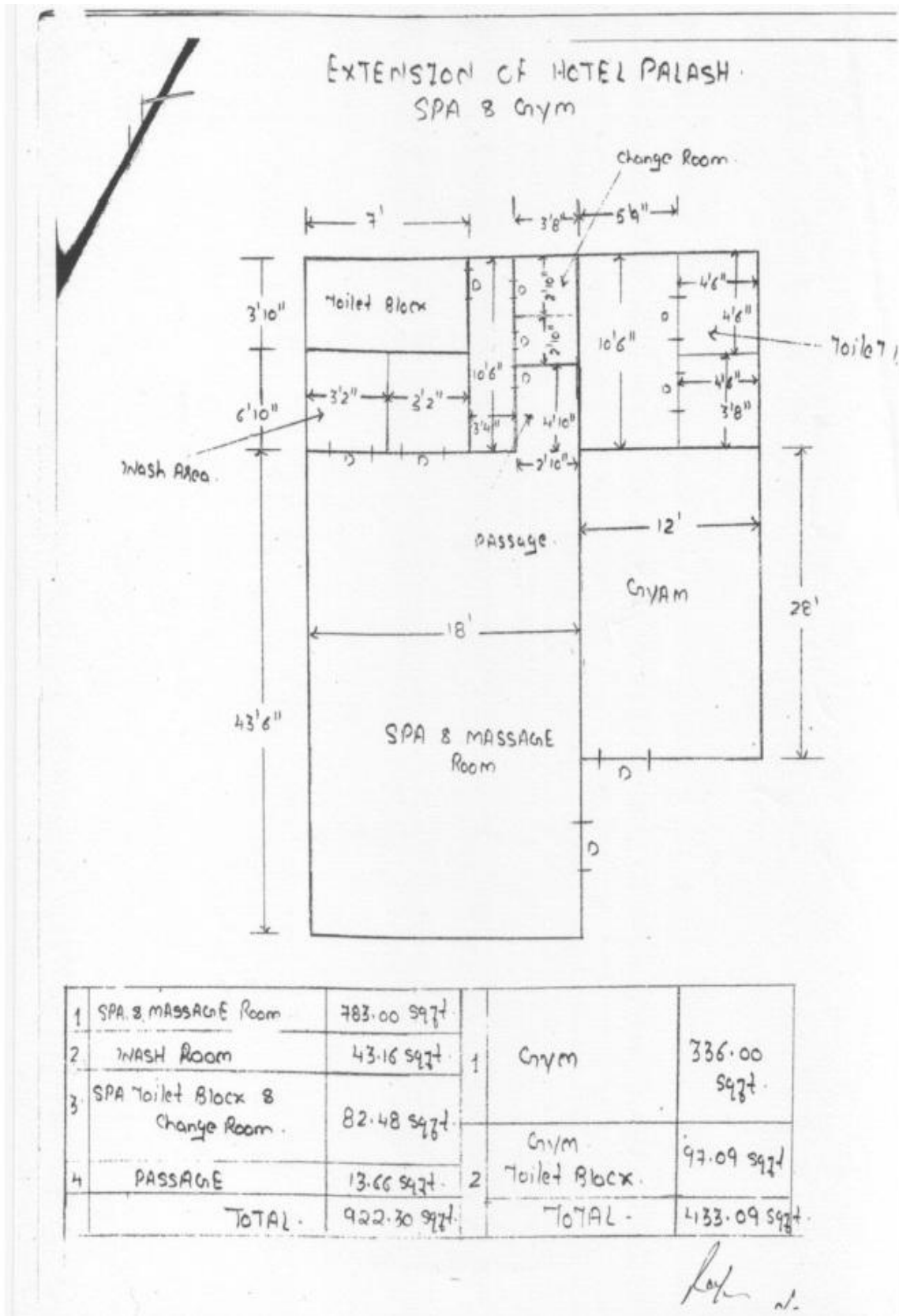
Date

Name of the authorized person

Signature

Seal

Site Plan of Property



LEASE AGREEMENT

1.0 PARTIES

This agreement made this _____ day of _____ 2013

Between

Madhya Pradesh State Tourism Development Corporation Limited (MPSTDC) , a company incorporated under The Companies Act, 1956, a government company within the meaning of the said Act, having its registered office at Paryatan Bhawan, Bhadbhada Road, Bhopal-462003 (M.P.) 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

_____ a Proprietorship/partnership Firm/Company having its Registered office at _____(place) through Mr. _____its authorized signatory duly authorized by all partners of the firm hereinafter called the SECOND PARTY (which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the OTHER PARTY

2.0 SUBJECT MATTER OF AGREEMENT

The subject matter of this agreement is operation and maintenance of Spa Centre at Hotel Palash Residency, Bhopal.

3.0 DATE OF COMMENCEMENT OF AGREEMENT

This agreement shall commence on from _____day of _____ (the start date) to _____ day of _____(the end date).

4.0 PERIOD OF AGREEMENT

This agreement shall be for a period of 10 (Ten) years starting from _____Day of _____

5.0 DELIVERY OF POSSESSION OF PROPERTY AND RELEVANT DOCUMENTS

The property mentioned above 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 BANK GUARANTEE

- 6.1 The SECOND PARTY shall furnish a Bank Guarantee to FIRST PARTY for a sum equal to the first year’s Annual License Fees prior to signing of this agreement.
- 6.2 Thereafter, the SECOND PARTY shall have to furnish revolving Bank Guarantee to FIRST PARTY for a sum equal to each year’s Annual License Fees before the beginning of that particular year during the period of the agreement.
- 6.3 In case the SECOND PARTY fails or does not issue such Bank Guarantee to FIRST PARTY within 30 days of its becoming due then it will be treated as an event of default by the SECOND PARTY and the FIRST PARTY shall have all rights to take necessary action as per the clauses of this agreement.
- 6.4 The FIRST PARTY will have the right to revoke the bank guarantee against any repairs / damages / and any such incidents for which the SECOND PARTY is liable and fails to indemnify. The SECOND PARTY should submit a new bank guarantee within 30 days of such incident.

7.0 COMMISSIONING OF SPA CENTRE FACILITIES

The SECOND PARTY will ensure that the spa centre Facilities is commissioned and opened for guest 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 LICENSE FEE

- 8.1 The SECOND PARTY shall be fully entitled to all earnings / profits from the letting out of the schedule property.
- 8.2 The FIRST PARTY shall be entitled to an Annual License Fee of Rs _____/-(Rupees _____ Only) plus taxes as applicable, which shall be increased every year by 5% of the Annual License Fee of the previous year.

9.0 PERIODICITY AND PLACE OF PAYMENT OF ANNUAL LICENSE FEE

- 9.1 The Annual License Fees for each year shall be payable in advance by the SECOND PARTY to FIRST PARTY in one installment starting from the date of handing over the property.

- 9.2 For the purpose of computation or payment of Annual License 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 Bhopal and shall be made in the Name of “M.P. State Tourism Development Corporation Limited” payable at Bhopal 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 @ 15% (Fifteen Percent) per month 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 revoke the Bank Guarantee 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 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 Agreement 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 License Fees payable by the SECOND PARTY shall remain in abeyance.
- 11.8 The agreement period shall also stand extended by the period during which Annual License 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 License Fees.

12.0 MODIFICATION OF EXISTING FACILITIES / CREATION OF NEW FACILITIES

- 12.1 The SECOND PARTY shall have the right to add to and/or modify the existing facilities in the schedule property to attract domestic/international guest. 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.

14.0 RIGHT TO FIX TARIFF

14.1 The SECOND PARTY shall have the sole authority, subject to intimation to FIRST PARTY, to fix tariff for the facilities to be provided to the guests. 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 MAINTENANCE OF QUALITY OF SERVICES AND PREVENTION OF IMMORAL / ILLEGAL ACTIVITIES

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

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

15.3 The SECOND PARTY shall be responsible for all the required licenses as relevant and approvals related to running the property.

15.4 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 Bank Guarantee if such claims are not settled by the Second Party.

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

15.6 Liability shall be borne by the SECOND PARTY in case of any Mishap/Accident to the guest.

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

16.0 MARKETING AND SALE OF PRODUCTS

16.1 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.

16.2 The SECOND PARTY may also use the marketing network of FIRST PARTY

17.0 APPOINTMENT OF EMPLOYEES AND AGREEMENTORS/SUPPLIERS

- 17.1 Trained and Qualified Staff to be Used by Second Party.
- 17.2 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 spa, as per law. FIRST PARTY shall have no say whatsoever in the selection of any such employees/contractors/suppliers.
- 17.3 The staff hired/employed by the SECOND PARTY shall be in the payrolls of the SECOND PARTY's 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 Agreement.
- 17.4 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.

18.0 LIABILITY FOR COMPLIANCE WITH LABOUR AND INDUSTRIAL LEGISLATION

- 18.1 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.
- 18.2 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.

19.0 TAX & OTHER LIABILITIES ARISING OUT OF OPERATION

- 19.1 All tax, relating to the property including Panchayat / Municipality and any other tax shall be borne by the Second Party.
- 19.2 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.
- 19.3 The liability of the SECOND PARTY towards those mentioned above shall be limited to the period during which this agreement remains operative.
- 19.4 SECOND PARTY shall pay all actual charges of Water, Electricity, Telephone and Other Services and Utilities used by SECOUND PARTY on the leased premises during the term of this lease unless otherwise expressly agreed herein.

20.0 ENVIRONMENT / POLLUTION ASPECT

- 20.1 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.
- 20.2 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.

21.0 MAINTENANCE OF BOUNDARIES OF THE COMPLEX

- 21.1 The SECOND PARTY shall maintain the boundaries of the schedule property and when necessary make arrangements for upkeep and beautification of the schedule area. The SECOND PARTY shall also maintain all the boundary marks in good condition.
- 21.2 In case it is found on resurvey that the SECOND PARTY has committed any irregularity by encroaching upon any extra area, 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.

22.0 RIGHT TO INSPECTION AND SURVEY

- 22.1 The SECOND PARTY shall at all times allow the officers of the Government of Madhya Pradesh 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.

23.0 ROUTINE AND NON-ROUTINE REPAIRS AND MAINTENANCE

- 23.1 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.

24.0 SECOND PARTY NOT TO TRANSFER INTEREST IN THE LEASE AGREEMENT

24.1 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-agreement, 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.

25.0 CHANGE OF MANAGEMENT OF AGREEMENTOR

25.1 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.

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

26.0 FORCE MAJEURE

26.1 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;

27.0 EXTENSION OF TIME/EXCUSE OF PERFORMANCE

27.1 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 26**, 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.

28.0 EVENTS OF DEFAULT

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

- 28.1.1 Delay in payment of Annual License Fees in advance.
- 28.1.2 Delay in payment of Annual License Fees for more than Three months.
- 28.1.3 Fails or does not issue such Bank Guarantee within 30 days of its becoming due.
- 28.1.4 Fails to maintain in full force and affect those policies of insurance.
- 28.1.5 Carries out any unauthorized construction.
- 28.1.6 Transfers interest in the Lease Agreement and/or acts in violation of Clause 24.
- 28.1.7 Has carried out a material breach of this agreement.

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

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

29.0 TERMINATION OF THE AGREEMENT BY THE SECOND PARTY

29.1 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 FIRST PARTY 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 by 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.

29.2 On the happening of any one of the Events of Default by FIRST PARTY as enumerated in Clause 28.2.1 to 28.2.2

30.0 TERMINATION OF AGREEMENT BY FIRST PARTY

30.1 The FIRST PARTY shall be at liberty to terminate the instant agreement on any one or more of the following grounds:

- 30.1.1 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.
- 30.1.2 The scheduled property is used by the SECOND PARTY for purposes other than the purposes mentioned in this Agreement.
- 30.1.3 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.
- 30.1.4 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.
- 30.1.5 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.
- 30.1.6 Subject to Force Majeure, on the happening of any one of the Events of Default by SECOND PARTY as enumerated in Clause 28.1.1 to 28.1.7

31.0 TAKING OVER OF THE PROPERTY ON TERMINATION / EXPIRY OF THE AGREEMENT

- 31.1 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.
- 31.2 All movable property financed by the SECOND PARTY shall be handed over within a period of 30 days from the date of termination/expiry of the agreement.
- 31.3 The movable property shall be handed over to the FIRST PARTY by the SECOND PARTY at the time of expiry/termination of this agreement.

32.0 INDEMNIFICATION

- 32.1 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.

33.0 PART OF THE AGREEMENT

33.1 All documents relating to computing the Annual License Fees and taking over the property and the property schedule shall form part of this agreement.

34.0 JURISDICTION

34.1 The provisions of this agreement shall be governed by and construed in accordance with Indian law.

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

35.0 DISPUTE RESOLUTION

35.1 Prior to the initiation of any legal action or arbitration proceedings permitted by this agreement 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.

35.2 Any issue, which is not settled in 30 days, will be referred to the Arbitrator who would be the Principal Secretary, Department of Tourism, for an amicable solution.

35.3 Any dispute or disagreement, which cannot be resolved by the Arbitrator or if any party is not satisfied with the judgment of the Arbitrator, shall be further, referred to the City Courts.

35.4 The award of the arbitration shall be final, conclusive and binding on all the parties.

36.0 NOTICES

36.1 Any agreement notice, report, certificate or other communication to be given to the either party under the Agreement 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:

36.1.1 Notice intimating SECOND PARTY that the Annual License 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.

36.1.2 Notice intimating SECOND PARTY that the Annual License 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 agreement period of six months then FIRST PARTY will terminate the agreement.

- 36.1.3 Notice by FIRST PARTY to SECOND PARTY in case of any Event of Default committed by SECOND PARTY.
- 36.1.4 Notice by FIRST PARTY to the SECOND PARTY that has not been remedied then in 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 agreement.
- 36.1.5 Notice by SECOND PARTY to FIRST PARTY in case of any Event of Default committed by FIRST PARTY.
- 36.1.6 Notice by SECOND PARTY to the FIRST PARTY that has not been remedied then in 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

Specification / Brand to be used in the Property

- | | | |
|--|---|----------------------------------|
| 1. Bed sheets / Towels / Pillow Cover / Damask cloth | - | Bombay Dying |
| 2. Water thermos | - | Eagle/Cello |
| 3. Mattresses / Pillows | - | Curl on-Cozy mates |
| 4. Fridge / Water Coolers / Deep Fridgers | - | Usha, Godrej, Voltas,
Samsung |
| 5. Uniform Cloth | - | Binni / Bombay Dying |
