

Madhya Pradesh Tourism



PARYATAN BHAVAN, BHADBHADA ROAD BHOPAL (MP) 462003

No 2440/STDC/Bhopal

Date : 21/03/2013

TENDER NOTICE

"RECREATION ACTIVITIES"

Bids are invited for "**RECREATION ACTIVITIES**" at "Sair-Sapata", Prempura Sewaniyagond, Bhopal. Technical specifications, other details and terms and conditions can be downloaded from 22/03/2013 web site www.mptourism.com. For any other information dial 0755-4027100/180. Last date for submission of bid is 08/04/2013.

Managing Director

Terms and Conditions:

(A) Technical Specifications:

- The operational lease for the "**RECREATION ACTIVITIES**" namely Bungee Trampoline and other recreation activities like video games parlor, scary house etc. shall be given to a reputed party having minimum **three** years experience in the concerning field. The period of lease is **Five Years**.
- The Lease holder shall have to follow the minimum technical qualification for bungee trampoline and other recreation activities like video games parlor.
- Permanent structure (spaces) for bungee trampoline and other recreation activities in sizes of 400 sq ft and 1600 sq ft (of which 400 sq ft is covered) respectively shall be provided by the Tourism in the premises of Sair-Sapata.
- The lease holder shall have 2-3 work order completed in same field.
- This lease does not give any ownership rights to the selected party. The selected party or the lease holder shall only have operational rights over the complex.
- The lease holder shall be fully responsible for the safe and secure operation of the complex assigned to him. He shall also be solely responsible for the safety of the persons using the facilities and his staff.
- The lease holder shall be liable to pay electricity and water charges and other statutory taxes to various authorities.
- The lease holder shall conduct his operations in an orderly manner. Disorderly conduct or creation of a nuisance of any sort shall result in summarily cancellation of the operational lease.
- The complex shall not be utilized for any purpose other than what has been prescribed in this document.
- The lease holder shall not violate any of the laws of the land.
- EMD of Rs. 25,000/- and Tender Fee Rs. 1,000/- for each activity i.e. two separate Demand Drafts are necessarily submitted with the tender in favour of MPSTDC, Bhopal. EMD of successful tenderers will be refunded without any interest after the vacation of the premises or on expiry of the lease after deducting any amount towards damage to the property or any other charges due to be paid. EMD of rest tenderers will be returned within one month from date of finalization of the tender without any interest.
- The annual lease rental plus services tax which shall be increased every year by 10% of the Annual Lease rent of the previous year shall be payable in advance and at least one month before the commencement of each year. The charges for the first year shall be paid at the time of signing of the agreement.
- The lease holder shall comply with all rules and regulations of the shop and establishment Act or provision of any law including the rules and regulations of any local authority in force time to time.
- The lease holder shall be responsible to take out, obtain and keep in course and pay for all necessary licenses from the state municipal or any other local authority for the purpose of carrying-on the business.
- MPSTDC has the right to recover penalty from security of lease holder against any damages or loss to the property.
- The management reserves the right to inspect at any time during working hours to enforce the terms of the tender and in case of non-performance or violation, of the terms of the tender. The management has got exclusive right to terminate the contract.

- "Equipments Fitness Certificate" would be necessarily submitted every month by the operators of Binge Trampoline and other recreation activities including video games parlor.
- On violation of any of the conditions, the Managing Director, MPSTDC shall have the right to cancel the operational lease by giving a one month notice.
- The offer filled in the enclosed Performa is to be submitted in a sealed cover addressed to Executive Director, Paryatan Bhawan, Bhadbhada Road, Bhopal-462003 on or before 1500 hrs. on 08/04/2013 with EMD & Tender Fee as mentioned above favoring MPSTDC should be submitted along with the bid. The envelope should be super scribed with "Tender for operational lease of "RECREATION ACTIVITIES" at "Sair-Sapata", Prempura Sewaniya gond, Bhopal" and dropped in the tender box kept in the lobby of the Paryatan Bhawan. The EMD of unsuccessful parties shall be refunded and that of the selected party shall be adjusted against his charges.
- In case of extension of agreement the accepted annual lease shall be increased by 10% every year.
- In case of any disputes the party can go in for arbitration with sole arbitrator being appointed by the Managing Director of the MPSTDC.
- Any dispute arising between the parties will be settled in the Bhopal jurisdiction only.

II Bidding Process:

1. 1 Bids

Two bids are required to be submitted:

- i) Technical Bid
- ii) Price Bid

Both these Bids shall be submitted in the separate sealed covers. The sealed cover containing Technical Bid Should be clearly marked "Technical Bid" and similarly sealed cover containing Price Bid be marked "Price Bid" on front of the covers. Technical Bids shall contain the details of the products, its detailed technical parameters, and its actual supply status to other users. If possible, details about those users who have these equipment. MPSTDC will have the option to verify the credence of the bidder and reject the offer if not fully satisfied.

2. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

3. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the MPSTDC will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender

document in every respect will be at the bidder's risk and may result in rejection of his bid.

The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

4. CLARIFICATION OF TENDER DOCUMENT

In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of Administration (concerned Section of the MPSTDC) not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the MPSTDC shall be carried out in writing.

Except for any such written clarification by the MPSTDC, which is expressly stated to be an addendum to the tender document issued by the Office of Administration (concerned Section of the MPSTDC), no written or oral communication, presentation or explanation by any other employee of the MPSTDC shall be taken to bind or fetter the MPSTDC under the contract.

5. 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.

6. Currency

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

7. Submission of the Bids.

The sealed covers containing Technical Bid, Price Bid and the Bank Draft for the Earnest money and tender fee shall be enclosed in one large Envelope with the Tender Number and "Tender for Recreation Activities" written clearly on the top front of the cover, which can be dropped at the Tender Box kept at the Reception of Paryatan Bhavan, Bhadbhada Road, Bhopal on or before 08/04/2013 at 3.00 P.M. .

The above Sealed Envelope can also be sent to the following address which in turn on receipt will be dropped in the Tender Box:

**Managing Director
Madhya Pradesh State Tourism Development Corporation Ltd.
PARYATAN BHAVAN
Bhadbhada Road
BHOPAL (MP)**

8. Opening of Technical Bids

- Technical bids will be opened on 08/04/2013 at 4.00 P.M. in the presence of the bidders who chose to attend. No separate intimation will be sent in this regard to the vendors for deputing their representatives. The Technical bids will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. 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.

9. Opening of Financial Bids

- The financial Bids of all the bidders who pass Stage I of bid Evaluation shall be opened in the presence of the bidder's representatives who are present shall be required to sign and record their attendance.
- The minimum turnover in the last three financial years should be Rs. 2 lakhs.
- The Bidder quoting the highest Premium shall be declared as the preferred Bidder.
- In the event of two or more Bidders quoting the same Bid MPSTDC may:
 - invite fresh bids from the Bidders; or
 - take any such measures as may be deemed fit in its sole discretion, including annulment of the Bidding process.
- In the event that the highest Bidder withdraws or is not selected for any reason in the first instance, MPSTDC may, in its discretion, call the next eligible Bidder or invite fresh Bids from all Bidders except highest Bidder of bidding or annul the Bidding Process.
- After selection, a Letter of Acceptance (LOA) shall be issued by MPSTDC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign the agreement and complete all other required formalities.

10. No commitment to Accept Highest

MPSTDC shall be under no obligation to accept the Highest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

11. 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 without assigning any reason.

MPSTDC reserves the right to reject any Bid if:

- (a) at any time, a material/services 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 Lowest bid gets disqualified / rejected, then MPSTDC reserves the right to:

- a. declare the Bidder quoting the Second 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.

12. EARNEST MONEY DEPOSIT:

A demand draft favoring Madhya Pradesh State Tourism Development Corporation Limited Payable at Bhopal towards Earnest Money Deposit for Rs.25,000/- (Rs. Twenty Five Thousand only) should be enclosed along with the quotation.

The evaluation of the bids will be completed within 04 days of opening the Technical bid and the DD for the Earnest Money will be returned within 15 days to the firms not recommended by the Technical Evaluation Committee for supply of any item.

EMD will be forfeited in the event of vendor not accepting the work order. However, the vendors on whom the work orders are placed have to submit Security Deposit of Rs. 50,000/- (Fifty Thousand Only) from a Scheduled Commercial Bank before signing the agreement.

The EMD will be forfeited:

If a bidder withdraws his bid after becoming H 1 (highest bidder) and not accepting the work order.

The Bid Security (security deposit) will be forfeited and revoked in case successful bidder dishonors his bidding commitments.

Further, in case of forfeiture of the EMD or forfeiture of Bid Security, if any of these instances arise for any of the reasons mentioned above, the bidder would be debarred from participating in the next 3 tenders.

13. ADJUDICATION:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicable. If, however, the parties are not able to solve them amicably, the same shall be settled by courts of law with jurisdiction in Bhopal or by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Bhopal.

TECHNICAL STANDARDS FOR BUNGEE TRAMPLOINE PROVIDED BY THE BIDDER.

- Diameter of trampoline
- Aluminium pole height
- Winch/motor
- Carabiner
- Swivels
- Harness
- Martime cords
- Rope
- Bungy cord

The lease holder shall have to follow the standards notified by central or state government from time to time.

Signature:

Name:

Designation:

Affix Company seal

TENDER FORM FOR "RECREATION ACTIVITIES"

(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 average annual turnover	Year-1 Year-2 Year-3
14.	Any other information	

Signature:

Name:

Designation:

Affix Company seal

DECLARATION

1. I/We have read the instructions appended to the Proforma 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 Union MPSTDC of India 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
with seal of the Company

**Financial Bid
(Envelope- "B")**

Affix a recent
passport
photograph of
the authorized
signatory

To,
The Managing Director
M.P. State Tourism Development Corporation,
Bhopal

Dear Sir,

I am submitting my financial bid as under:

Financial Bid:

SI.No.	Name of Activities	Yearly Annual lease rental offered
1	Binge Trampoline	
2	Other recreation activities like Video Games Parlor	

I have gone through the terms and conditions and guide lines as mentioned in the Bid document and I shall abide by them.

Date:

Name of the authorized person

Signature

Seal