

Madhya Pradesh State Tourism Development Corporation Limited

Paryatan Bhawan, Bhadbhada Road, Bhopal 462003

Tel.:0755-2764397,Fax:0755-2774289



NO: 1242

DATE:14-02-2013

Madhya Pradesh State Tourism Development Corporation invites sealed bids from reputed vendors, having proven track record of running and managing the business in the Sweets & Harbel as specified in Bid document for Sweets & Harbel and shop at Highway treat Dodi Distt. Sehore on lease. The Bid document can be downloaded from the website <http://www.mpstdc.com> from 15-02-2013 onwards. The last date of submission of Bid is 28-02-2013 (15.00 Hours) to the Executive Director at the above address.

Managing Director

I. Introduction -

1. Madhya Pradesh State Tourism Development Corporation invites sealed bids from vendors, having proven track record of running and managing the business in the following field for allotment of shops and at :

S.No.	Place of shop	No of outlets	Types of salecounter/foodcourt
1.	Highway Treat Dodi Distt. Sehore	1 Shop	Harbel & Sweets

2. Only such registered companies/firms of repute which have at least 1 years experience in producing and marketing various food items and have a net worth of Rs. 1,00,000/-(Rupees One Lakh only) and also a turnover of Rs. 20,000/- (Rupees twenty thousand only) in the year 2010-11 shall be eligible to participate in the bid.

The License shall be initially granted for a period of 3 (Three) years and may be extended further for 5 (five) years on mutual consent. The party will have the right of first refusal before re-bidding.

3. The Bidder is advised to inspect the location before participating in Bid .
4. The bidder is required to quote the Annual Lease Rent of the shop plus Service Tax that shall be payable to MPSTDC. The Annual Lease Rent of the shop shall be increased by 10 % every year of the previous year rent. The successful bidder will be required to pay the rent in advance for year at least one month before the start of the next year.
5. The successful bidder shall also have to deposit an amount of Rs. 20,000/- (Rs. Twenty thousand only) (for shop) as a Security Deposit with MPSTDC, Bhopal at the time of signing of the License agreement . The same shall be refunded without interest after the vacation of the premises by the Licensee after deducting an amount towards damages, if any, to the property or any other charges due from him.
6. The Licensee can carryout marginal modifications in the shop after obtaining due permission from the MD, MPSTDC in writing and the cost of the same shall be borne by him.
7. The Licensee in no way shall be given any ownership right. He shall only be authorized to produce and sell the items in the Shop .
8. The Licensee shall be fully responsible for the safe and secured operations of the Shop assigned to him and shall also be responsible for the safety of the persons, including the staff.

9. The Licensee shall have to obtain commercial tax registration/ license as required by Govt./ statutory authority, local bodies etc. for running the shop. MPSTDC shall have no obligation in this regard.
10. The Licensee shall be liable to pay all water and electricity charges to the respective authorities including MPSTDC.
11. Licensee shall maintain harmony in the area and shall not indulge in any illegal activity within the Area . In case the licensee or his employee are found to be involved in any activities which are detrimental to MPSTDC's interest/ public interest/ decency/ morality etc. MPSTDC shall have a right to terminate the agreement on 30 days notice.
12. The Licensee shall conduct his operations in an orderly manner and shall not create any nuisance of any kind in the shop or in any area of the said entertainment zone / WSA.
13. The Shop shall not be used for any purpose other than the one for which the possession has been given to him.
14. All officers authorized by MD, MPSTDC shall have full rights to inspect the Shop at any time.
15. The Licensee shall comply with all rules and regulations of the Shops and Establishment Act, provisions of any law, including the rules and regulations of the Local Authorities in force for the time being.
16. During the operation of the license, if any damage or loss to the property is caused by/due to Licensee, the MPSTDC shall recover the same from the security deposit and the licensee shall make good the security Deposit to the original level after being accorded an opportunity of hearing.
17. In the case of violation of any terms and conditions laid down in the License agreement by the Licensee, MD, MPSTDC shall issue a show-cause notice to that effect to the Licensee, and after giving due opportunity of hearing, the MD, MPSTDC may either cancel the License or impose a penalty on the Licensee. In case the penal amount is not deposited, the same can be deducted from the security deposit as deposited in accordance with the provision mentioned in clause 5 above. In case of deduction from security Deposit the Licensee shall make good the security Deposit to its original level as mentioned in clause 5. In the event of cancellation of the License, the security deposited shall stand forfeited.
18. The Licensee will provide names of persons who will be available at the shop and under no circumstances the shop will remain closed without prior intimation and approval of MPSTDC. In case of not opening the shop more than for two days without permission, it will be treated as an event of default, and MPSTDC may cancel the license.
19. The Licensee shall have to maintain high standard of the quality of food and services to be provided at the Property and in order to ensure enforcement goods of the above provisions, MPSTDC shall have the right of inspection without notice and if the MPSTDC finds issue with food /goods quality,

hygiene, service etc., the MPSTDC may issue a notice immediately and If the quality of food/ goods is not improved within 2 days, it will be treated as an Event of Default and necessary actions will be initiated.

20. If Licensee is unwilling to run the shop, he can vacate the shop after giving minimum notice of 60 days .

21. In the event of dispute the Principal Secretary of Tourism Department shall be the sole Arbitrator.

II. General Guidelines for Bidders:

1. Bidding Process

MPSTDC shall follow two Envelop Bidding process. bids would be evaluated as under. :

- (i) Stage I Evaluation of qualification information and key submissions
- (ii) Stage II Evaluation of financial Bid

2. Details of key submissions and qualification information required

- (i) Demand Draft of EMD
- (ii) Information regarding experience in the field
- (iii) Audited Annual Accounts for last 1 years
- (iv) Details of turnover for the last years duly certified by the Chartered accountant

3. Criteria for Qualification:

The Bidder's competence and capability is proposed to be established by the following parameters:

- (i) Experience in running and managing the similar establishment
- (ii) Financial capabilities in terms of turnover
- (iii) Bidder should be an owner or operator of such establishment with minimum 1 years experience
- (iv) The Bidder would be required to demonstrate minimum business turnover of Rs. 20,000/- (Rs. Twenty thousand) for the last year.

4. Earnest Money Deposit

- (i) The bids would need to be accompanied by a EMD for an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft or Bankers cheque in favour of MPSTDC payable at Bhopal.
- (ii) The EMD shall be returned to unsuccessful Bidders within a period of one (1) week from the date of finalization of Bid.
- (iii) The EMD shall be forfeited if the Bidder withdraws from Bid after submission or if the Successful Bidder fails to pay the Bid Price within the stipulated time.

5 Bid Validity Period

Bid shall remain valid for a period not less than six (6) months from the Bid Due Date.

6. Submission of Bid :

The Bid shall be submitted in two parts in separate envelopes.

7. Submission of Tender

(i) Envelope A shall contain :

Part 1 : Key Submissions and, qualification information which would include covering letter, Bid form, EMD, Financial capacity and information relating to experience.

(ii) Envelope B shall contain :

Part 2 : Financial Bid as per the format attached.

8. Sealing and Marking of Bids

(i) The Bidder shall seal the Key Submissions, Qualification Information; Technical Bid in envelope marked as ENVELOPE A "Key Submissions and Technical Qualifications ". The second envelope will be marked as ENVELOPE B "FINANCIAL OFFER". Envelope A & B will be kept in a cover envelope 'ENVELOPE C'.

(ii) The envelopes should be so sealed that the contents are not visible to the naked eye.

(iii) Each envelope shall indicate the name and address of the Bidder.

(iv) The cover envelope and also ENVELOPE A & B shall clearly bear the following identification along with the Bidder's details:

"Bid for Shops /sale counter/food court At _____ for....."(write category)

All envelope shall be addressed to:

Executive director,
Madhya Pradesh State Tourism Development Corporation (MPSTDC),
Paryatan Bhavan, Bhadbhada Road,
Bhopal-462003
Madhya Pradesh,
India

9. Selection Process

(a) Technical Proposals

(i) In stage I- envelope A will be opened. The key Submissions, Qualifications information & Technical bid shall be scrutinised. The Bid

which does not fulfill prescribed requirements will be rejected. The financial Bid of such Bidder shall not be opened.

- (ii) MPSTDC would have the right to review the technical Bids and seek clarifications where ever necessary.

(b) Financial Proposal

- I. 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. Those who are present shall be required to sign and record their attendance.
- II. The Bidder quoting the highest Annual Lease Rent shall be declared as the preferred Bidder.
- III. In the event of single Bid for any category the MPSTDC reserves the right to invite fresh bids from Bidders .
- IV . In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), MPSTDC, without being under any obligations to do so, may, at its sole discretion, either invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "Second round of bidding") or annul the Bidding Process. If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- V. In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified above , MPSTDC may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- VI After selection, a Letter of Acceptance shall be issued by MPSTDC to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, deposit the security Deposit, advance Lease Rent and sign the agreement and complete all other required formalities.

10. Others :

- I. Decision of the MPSTDC in relation to explanation of interpretation of any clause or condition shall be final and binding
- II. Any dispute between the MPSTDC and the bidders shall be subject to the jurisdiction of the civil courts in Bhopal.
- III. In the event of the acceptance of the bid the successful bidder shall have to deposit with MPSTDC the due Bid amount within a period of 7 days from the date of receipt of letter of acceptance (LOA).
- IV. The MPSTDC shall have the right to accept or reject the Bid without assigning the reasons. The MPSTDC's decision shall be final and binding on all the persons participating in the Bid process.
- V. Modification or withdrawal of the Bid once submitted shall not be permissible.

COVERING LETTER

[On the Letter head of the Bidder]

Date: To
Managing Director
Madhya Pradesh State Tourism Development Corporation Paryatan Bhawan
Bhadbadha Road Bhopal

Ref: Bid for Shop at Highway Treat Dodi Distt. Sehore for
(category)

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 (Category).

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

Dated this..... Day of, 2013

Name of the Bidder

Signature of the Authorised Person

Name of the Authorized Person

ANNEXURE- 1

Bid Form

(To be submitted and signed by the Bidder or representative of the Bidder and be kept in Envelope A)

- 1. Name and address of the Bidder (person/ Firm/company/society)
- 2. a-Telephone No. of the office
- b- Telephone No. of the residence
- c- Mobile No.
- d- Fax No.
- e- E-Mail Address
- 3. Pan Card No. issued by the income tax department :
- 4. Name, nature and number of the bank account of the Bidder
- 5. Details of the earnest money enclosed herewith

No.	No./date of Bank draft/ bankers cheque	Amount	Name, branch and address of issuing Bank

- 1. All such document which are required to be filed under terms and conditions are submitted herein.
- 2. We the undersigned declare that the statement made herein and the information provided in enclosed form is true and correct with all respect.
- 3. We hereby confirm that we have read and understood all the detailed terms and conditions of this Bid as required.
- 4. This form is submitted with the understanding that-
 - I. At the time of submission of the bids, all the information shall be subject to the verification.
 - II. The MPSTDC has reserved the right to reject or accept any or all the Bids or Bid process.
 - III. The MPSTDC 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- 2

A BRIEF NOTE ON BIDDER'S MAJOR ACTIVITIES AND ITS BACKGROUND A

Details of the Firm

[Provide here a brief description of the background and organization of the Firm]

ANNEXURE- 3

Format for the Statement of the Financial Capacity

Financial Capability of the Bidder _____ (Rs. In Lakh)

Bidder Type	Turnover
	FY 2011-2012
Single Entity Bidder	

Instructions:

1. Turnover = Operating Income + Other Income
2. The Bidder shall provide audited Annual Reports for the last year.

Signature of the Applicant

Certificate of Chartered Accountant

On the basis of the relevant documents We, M\S _____ certify that the information regarding the turnover is true.

Signature and seal of the Chartered Accountant Registration

No.

ANNEXURE- 4

FORMAT FOR PROJECT UNDERTAKING

To,
Managing Director
Madhya Pradesh State Tourism Development
Corporation Paryatan Bhawan Bhadbadha Road 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 this.....Day of, 2013
Name of the Bidder

Signature of the Authorised Person

Name of the Authorized Person

ANNEXURE- 5

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:

Particulars of the Property	Annual Lease Rent
Shop at Highway Treat Dodi Distt. Sehore for Harbel Sweets	Rs (in figure) Plus Service tax extra Rs (in Word) plus Service Tax extra

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