

RFP

**DIVISIONAL FOREST OFFICER..... & EX-OFFICIO REGIONAL
MANAGER, MADHYA PRADESH ECOTOURISM DEVELOPMENT
BOARD
MP FOREST DEPARTMENT, GOMP**

NIT/MPEDB/No..../2020

Dated----

REQUEST FOR PROPOSAL (RfP)

Sealed Tender in prescribed Tender documents are invited for Operation, Management and Maintenance of Ecotourism Recreational Facilities at Destination ".....".Name of the place" on Outsourcing basis to Individual /Travel Operators/Limited Company/ Firms as per details mentioned in the documents. Tender can be submitted up to 3.00 PM on"..../..../2020 along with Bid Security Deposit in the form of Demand Draft in favor of DFO/DD cum Regional Manager, MPEDB....." . The detailed RFP with application form & Annexure may be downloaded from website www.mpecotourism.org. For further details please refer our website www.mpecotourism.org.

DFO/DD cum Regional Manager
MP Ecotourism Development Board

....."



REQUEST FOR PROPOSAL (RFP)
FOR PROVIDING ECOTOURISM RECREATIONAL
FACILITIES AT DESTINATION “.....” *“(NAME
OF THE PLACE)”
ON OUTSOURCING BASIS FOR
OPERATION, MANAGEMENT AND MAINTENANCE TO
INDIVIDUAL/TRAVEL OPERATORS/ LIMITED
COMPANY/FIRMS.

Divisional Forest Officer cum Regional Manager*

Madhya Pradesh Ecotourism Development Board

MP FOREST DEPARTMENT, GoMP

..... (Address)

(Phone No.).....*

(E-mail)*

[www. mpecotourism.org](http://www.mpecotourism.org)

Cost of Tender Form: Rs 1,000/- Plus Taxes as Applicable (Non – Refundable)

** DFO/DD shall fill the details before uploading Tender Document*

DISCLAIMER

This Request for Proposal (RFP) is issued by Divisional Forest Officer cum Regional Manager **MP Ecotourism Development Board**,..... (hereinafter referred to as “Authority”)

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Authority nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Authority nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, Projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of Authority, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty Authority accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

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ABBREVIATIONS

BS	Bid Security
CCF	Chief Conservator of Forest
CEO	Chief Executive Officer
COD	Commercial Operation Date
DD	Deputy Director of Tiger Reserve
DFO	Divisional Forest Officer
EMD	Earnest Money Deposit
FD	Field Director of Tiger Reserve
GM	General Manger
Gol	Government of India
GoMP	Government of Madhya Pradesh
Ha	Hectare or Hectares
LoI	Letter of Intent
LoA	Letter of Acceptance
MoU	Memorandum of Understanding
MPEDB	Madhya Pradesh Ecotourism Development Board
PS	Performance Security
RFP	Request for Proposal
RM	Regional Manager
SLA	Service Level Agreement

SCHEDULE OF THE BIDDING PROCESS

DETAILS AND IMPORTANT DATES (PROPOSED)	
Tender number	
Purchase of tender Start Date	
Last date for receiving Queries	
Pre bid meeting date	
Last date of submission of Bid (Proposal due date)	
Date and time of opening of Technical Bid	
Place of opening of Technical bid	
Opening of Financial Bid	Will be informed later
Other Important Information's	
Tender Fee	1000/- (Rs. One Thousand Only) + GST
Bid Security	25,000/- (Rs. Twenty Five thousand only)
Performance Security	Rs..... (Equal to the Amount of Annual Concession Fee)
Address for communication / submitting of bids	

RFP documents can be downloaded from the websites www.mpecotourism.org before the Bid Due Date. The bidders are requested to submit the Tender Fee and Bid Security through DD only. Other forms of payment shall not be entertained.

* Concerned DFO/ DD shall fill all the details before uploading in the tender document.

DEFINITIONS

Authority

“Authority” shall mean Divisional Forest Officer/Dy. Director of concerned Division/Tiger Reserve in whose territorial jurisdiction of the proposed ecotourism destination lies.

Commercial Operation Date

“Commercial Operation Date” shall mean date as specified in clause 2.11 of this RFP

Concessionaire

“Concessionaire” shall mean the successful bidder who has been awarded the bid and has entered into the agreement with authority after fulfilling all the requirements to operate, manage and maintain the area.

Ecotourism

“Ecotourism” shall mean responsible travel to natural areas that conserves the environment and improves the wellbeing of local people (TIES)

Ecotourism activities and infrastructure:-

“Ecotourism activities and infrastructure” shall mean activities and infrastructure as defined in MP Forest (Recreation & Wildlife Experience) Rules, 2015.

Ecotourism Destination

“Ecotourism Destination” shall mean the area demarcated by DFO/DD cum RM, MPEDB.....* for the purpose of ecotourism and which is duly notified as Recreation/ Wildlife Experience area under MP Forest (Recreation & Wildlife Experience) Rules, 2015 and details of which is attached herewith as Appendix I

Ecotourism facilities

“Ecotourism facilities” shall means any activity(s) which is taken to promote ecotourism, that is inclusive of lodging, camping, trail/trek, machan, pagoda, safari, public amenities, sitout etc.

MPEDB-

“MPEDB” shall mean MP Ecotourism Development Board, a M.P. Forest Department Organization constituted under M.P. Societies Registration Act, 1973 through its Chief Executive Officer.

Natural Attributes-

“Natural attributes” shall mean flora, fauna, habitats, water bodies, geographical features etc. present in the ecotourism destination.

* Concerned DFO/ DD shall fill all the details before uploading in the tender document.

Outsourcing Period

“Outsourcing Period” shall mean the period specified in clause 2.8 of this RFP

Officials of MPEDB

“Officials of MPEDB” shall mean Chief Executive Officer MPEDB, Chief Conservator of Forest/Field Director cum Ex Officio General Manager, MPEDB, DFO/ Dy. Director cum Ex Officio Regional Manager and /or any official designated by them.

Project

“Project” shall mean operation, management and maintenance of.....*

Recreational Facilities

It will include facilities proposed to be outsourced and as detailed in Clause 1

*Concerned DFO/ DD shall fill all the details before uploading in the tender document.

1. OVERVIEW

The Madhya Pradesh Ecotourism Development Board, referred as MPEDB here after is constituted by Government of Madhya Pradesh, Department of Forest in July 2005. The MPEDB act as the Nodal agency for development & promotion of ecotourism in the State. Under MP Forest (Recreation & Wildlife Experience) Rules, 2015* (name of ecotourism destination) has been notified as Recreation/ Wildlife Experience area vide MP Govt. notification number.....* Under rule 5 of MP Forest (Recreation & Wildlife Experience) Rules, 2015 the Divisional Forest Officer has been authorized to take necessary measure to facilitate Recreation and Wildlife experience area.

Divisional Forest Officer/ Dy. Director cum ex-officio Regional Manager, Madhya Pradesh Ecotourism Development Board (MPEDB), (Hereinafter referred to as “Authority”) intends to Provide the following Project on Outsourcing basis for Operation, Management and Maintenance to Individual/Travel Operators/Limited Company/ Firms for a specified Outsourcing Period 10 years (“ Ten years ”):

Details of Recreational facilities	Associated recreational activities	Area Involved
*	*	* Hectare.

This project is category A/B/C project as identified by MPEDB

1.1 Project background and introduction * :

.....
.....
.....

1.2 Location and Site *:

.....
.....
..... (Attach map and details as appendix- I)

*Concerned DFO/ DD shall fill all the details before uploading in the tender document.

1.3 Permissible area of conducting the activities * :

.....

.....

.....

1.4 Proposed Ecotourism Activities on the site * :

.....

.....

.....

1.5 Scope of Work * :

.....

.....

.....

1.6 Annual Concession Fees

- 1.6.1 The successful bidder will be required to pay the authority the annual concession fees quoted by them and as set out in the letter of award payable in advance annually from the first year of operation period/ commercial operation date of the project. For 1st year annual concession fees shall be paid before signing of the agreement. The annual concession fee will be subjected to an inflation factor of 10% after 3 years (on beginning of 4th year) and further 10% after 6 years (on beginning of 7th year) and further 10% after 8 years (on beginning of 9th year) over the previous annual concession fees. Annual concession fee for subsequent years shall be paid at least 30 days before the due date i.e. the dates corresponding to commercial operation date in coming years.
- 1.6.2 Payments due from concessionaire to the authority shall be made within the period set forth as above. In the event of delay beyond such period, the concessionaire shall pay interest at one percent for delay upto 30 days and two percent for further delay and in any case delay should not be beyond 90 days, if concessionaire fails to pay within the time limit as specified above, authority shall forfeit performance guarantee and/or terminate contract and/or blacklist the concessionaire.

*Concerned DFO/ DD shall fill all the details before uploading in the tender document.

- 1.6.3 In case of extension of Outsourcing period for further 5 years as per Clause 2.8.1 then the annual concession fee shall be subject to inflation of 10% of the previously paid annual concession fee on beginning of extension period i.e. year 11 and further 10% after 13 years (on beginning of 14th year).

2. INSTRUCTION TO BIDDERS

- 2.1 Tenders are invited through www.mpecotourism.org from any Individual / Travel operators / Limited Company / Firms who have experience of at least 01 similar eligible experience and whose minimum average annual turnover and minimum net worth are as detailed in Clause 4.1 & 4.2
- 2.2 Tender documents shall be downloaded from our website at www.mpecotourism.org before Due Date. The bidders are requested to submit the Tender Fee and Bid Security by way of Demand Draft in Favour of "DFO/DD cum RM, MP Ecotourism Development Board*." payable at.....* The Demand draft must be issued on or after the date of release of this Document. All bidders are required to follow the bidding process as mentioned in the document.
- 2.3 Tender notification/ corrigendum/ addendum etc. can be viewed in our website www.mpecotourism.org
- 2.4 Application form for RFP shall be submitted in sealed envelope super scribing "Request for Proposal (RFP) for Providing Ecotourism Recreational Facilities at Destination ".....* Name of the place" on Outsourcing basis for Operation, Management and Maintenance to Individual/Travel Operators/Limited Company/ Firms" on or before* 2020 up to 17.00 hours in the office of DFO/DD cum RM, MP Ecotourism Development Board,.....*
".* (Address of the Office)

2.5 Single Stage bidding process

The Authority has adopted single stage two-step process (referred to as the "Bidding Process") for selection of the bidder for award of the project. All applicants shall submit their technical and financial bid against this **RFP in a single bid**. The Bid in response to the RFP is to be submitted in two parts, viz.:

PART 1: Technical Bid

PART 2: Financial Bid

*Concerned DFO/ DD shall fill all the details before uploading in the tender document.

PART 1: The first step of the process involves qualification of interested parties on the basis of technical bid submitted by the bidders in accordance with the provisions of RFP. At the end of the first step, the authority shall shortlist qualified bidders.

PART 2: Opening and Evaluation of Financial Proposal.

In the second step of the process, financial bid of only those shortlisted qualified bidders shall be opened and evaluated for identification of the successful bidder. On the basis of this evaluation process, Authority will issue a Letter of Acceptance to the Successful Bidder.

- 2.6 The principal contract between Authority and the Concessionaire will be the Outsourcing Agreement. The terms used in this RFP and not defined herein shall have the meaning ascribed thereto in the Outsourcing Agreement.
- 2.7 The Bidding documents include this RFP, Outsourcing Agreement and project details. The aforesaid documents and any addenda issued subsequent to this RFP document, or modified RFP documents but before the bid due date; will deemed to form part of the bidding documents.

2.8 Outsourcing Period

The Outsourcing Period is for a period of 10 years from signing of Outsourcing Agreement.

- 2.8.1 The Outsourcing Period can be further extended to another 5 years subject to fulfilment of conditions as prescribed in Clause 3.15

2.9 Bid Security (BS)

- 2.9.1 The bid security shall be valid for minimum period of 90 days more than the proposal validity period. Upon any extension of bid validity period, the validity of BS shall be extended by the bidder for the corresponding period.
- 2.9.2 Authority shall have the right to reject the Proposal as non-responsive Proposal, if it does not include the bid security.
- 2.9.3 Bidder is required to deposit a Bid Security of Rs 25,000.00 (Rs. Twenty Five thousand Only) in the way as prescribed in clause 2.2, the bid security of unsuccessful bidder shall be promptly refunded but not before then one month after the expiration of the Project validity period or within 45 days of issue of letter of award (LoA) to the preferred bidder, whichever is earlier.

2.9.4 The proposed validity period of bid security of the successful bidder shall be extended till the date on which outsourcing agreement is signed and performance security is submitted by the bidder.

2.9.5 The bid security shall be forfeited by authority, in any of the following case:

2.9.5.1 The Bidder withdraws its bid after the Proposal Due Date

2.9.5.2 Successful Bidder fails to accept Letter of award

2.9.5.3 Successful Bidder fails to submit the Performance Security

2.9.5.4 Successful Bidder fails to enter into outsourcing agreement within the time prescribed.

2.9.5.5 If they conceal any material information or make incorrect and misleading statements

2.9.5.6 **Try to influence MPEDB or any of its officials in relation to the evaluation and award of Bids;**

The authority shall have right to black list bidders along with forfeiture of the bid security in any of above cases.

2.10 Performance Security

2.10.1 The Concessionaire shall for due and faithful performance of its obligations during under the Outsourcing agreement and as a pre-condition for signing of the Outsourcing agreement, shall be required to submit 'Performance Security' of INR.....* Lakh (Rupees* Lakh.) (Performance security should be equal to the annual concession fee) before signing the Outsourcing agreement. The Concessionaire shall provide the Performance Security within the period mentioned in the LoA issued by authority.

The Performance Security should be INR Lakh (Rupees* Lakh.) shall remain in force and effect from the date of signing of agreement till 6 months following the end of Outsourcing period. Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.

*Concerned DFO/ DD shall fill the amount after bid as equal to annual concession fees before agreement.

2.10.2 In case of extension of Outsourcing period, the concessionaire on acceptance of extension by the authority shall submit a fresh performance security of annual concession fee paid for 10th year and it shall remain in force and effect from beginning of 11th year till 6 months following the end of extended Outsourcing period i.e. for five and half years.

2.10.3 The performance security shall be released after the outsourcing period provided the concessionaire is not in breach of this agreement. Any amount due from concessionaire to authority and any amount spent on repair and maintenance of the Recreational Facilities at destination etc. shall be adjusted before release of performance security.

2.11 **Bid** is invited for the project on the basis of the highest Annual Concession Fee (Annuity) to be quoted in the financial bid (the "Annual Concession Fee (Annuity)") for project. The Bidder shall quote Annual Concession Fee (Annuity). The Outsourcing period for the project is 10 (Ten) years commencing from the commercial operation date i.e. date of signing the Outsourcing agreement. The highest Annual Concession Fee (Annuity), quoted by technically qualified bidders, shall constitute the sole criteria for the evaluation of bids. The project will be awarded to the bidder quoting the highest Annual Concession Fee (Annuity). The term "Highest Bidder" (the "Highest Bidder") shall mean the technically qualified bidder who is offering highest Annual Concession Fee (Annuity). The bidders shall make payment of Annual Concession Fee (Annuity) Plus GST and execute the Outsourcing Agreement within one month from the date of issue of LoA.

2.12 **Repair and Maintenance Fund:**

The authority based on operation and maintenance requirement of the ecotourism Recreational Facilities at destinations will direct concessionaire to carry out the same and such directions shall be binding on the concessionaire. In case of default by concessionaire, the authority shall do the needed repair and shall have right to recover the amount spent on such repair from performance security and/or from concessionaire.

2.13 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. Authority will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.14 Project Inspection and Site Visits

Bidder, at its own responsibility and risk is encouraged to visit and examine the feasibility at site of project and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the Site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the bidding process.

2.15 Bidder's Responsibilities

2.15.1 The Bidder is expected to examine carefully the contents of all the documents provided by the Authority. Failure to comply with the requirements of RFP will be at the Bidders' own risk.

2.15.2 It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of requirements and other information set forth in this RFP received all such relevant information as it has requested from the Authority; and made a complete and careful examination of the various aspects of the Project including but not limited to:

- (a) The Project Site
- (b) Existing facilities and structures
- (c) The conditions of the access of site and utilities in the vicinity of the Project Site
- (d) Conditions affecting transportation, access, disposal, handling and storage of the materials.
- (e) Clearances obtained for the Project.
- (f) All other matters that might affect the Bidder's performance under the terms of this RFP
- (g) Acquainting itself with local and central laws and rules and regulations there to as well as other applicable rules and regulations relevant to the Project.

Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.16 Clarifications and Pre-Bid Meeting

Authority will hold a Pre-Bid Meeting, on the date specified in the Schedule of Bidding Process, to discuss the issues related to the Project with all the prospective Bidders. Authority, at its discretion, may also hold further discussions with the prospective Bidders to finalise the technical/ commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.

Prior to the Pre-Bid Meeting, the prospective Bidders may submit a list of queries and propose deviations by the date and time as specified in schedule of bidding process if any, to the Project requirements and/or the Draft Outsourcing Agreement. Outsourcing Agreement will be derived from general conditions of this RFP. Authority may amend the RFP at its sole discretion, based on inputs provided by prospective Bidders.

2.16.1 Bidders may note that Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Outsourcing Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.17 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.

2.18 Amendment of RFP

2.18.1 Authority may modify the RFP by issuing an Addendum/corrigendum before Proposal Due Date, which shall become a part of the RFP.

2.18.2 To give prospective Bidders reasonable time to take Addendum/ corrigendum into account in preparing their bids, Authority may, at its discretion, extend the Proposal Due Date.

2.18.3 Any Addendum/ corrigendum thus issued will be uploaded on the website of the Authority i.e. www.mpecotourism.org and it will be deemed to be communicated to all prospective bidder by this uploading on the website.

2.19 Proposal Validity period

Proposal should remain valid for a period not less than **180 days** from the Proposal Due Date.

2.20 Right to Accept or Reject Proposal

2.20.1 Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Outsourcing Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.20.2 Authority reserves the right to reject any Proposal if:

- (i) At any time, a material misrepresentation is found or uncovered for a bidder or any of its members
- (ii) The Bidder does not respond promptly and thoroughly to requests for supplementary informations required for the evaluation of the Proposal.
Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period as decided by Authority.

2.21 Confidentiality

2.21.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid

2.21.2 Any attempt by a bidder to influence the authority in the evaluation of the bids Or contract award decisions may result in the rejection of its bid

2.22 Acceptance of Letter of Acceptance (LoA), Execution of Outsourcing Agreement and Operationalization of Recreational facilities.

- 2.22.1 As per evaluation process mentioned in clause 6 of this RFP, the authority will intimate the successful Bidder regarding acceptance of his/her bid and inform him/her to execute the agreement, by way of a Letter of Award (LoA) along with one duplicate copy of the Outsourcing Agreement (OA), through e-mail, inviting to sign on fulfilling conditions precedent, including payment of performance guarantee within 30 days from the date of issuing LoA.
- 2.22.2 The Outsourcing agreement means and includes signed outsource agreement (Schedule 4), signed RFP along with all the annexure, schedules and documents/papers attached in bid proposal, the letter of award issued by the authority, the written clarification(s), addendums, amendments, etc. to RFP.
- 2.22.3 Within Fifteen (15) days from the date of issue of the LoA, the Successful Bidder shall accept the LoA and return the duplicate copy of the LoA duly signed as a token of acceptance to the Authority. The Successful Bidder shall take necessary steps so as to ensure execution of the Outsourcing Agreement with Authority within thirty (30) days of the issue of LoA.
- 2.22.4 Within 30 days from the date of issue of Letter of Award, the successful Bidder shall sign the Outsourcing Agreement with Authority failing which the Letter of Award shall stand withdrawn without any liability on Authority and the Bid Security of such Bidder shall stand forfeited.
- 2.22.5 The Successful Bidder shall be liable to fulfil the following obligations as a precondition of signing of Outsourcing Agreement:
- (i) Submission of signed duplicate copy of the LoA
 - (ii) Deposit Performance Security of INR * Lakh
 - (iii) Deposit Annual Concession fee for 1st year.
- 2.22.6 The successful Bidder shall have to execute Outsourcing agreement as per clause 2.22.2 with the Authority. The agreement will be executed on non-judicial stamp paper of Rs. 500/- the cost of the which shall be borne by the Bidder. This RFP and the bid submitted by the concessionaire shall be the part of Outsourcing Agreement.

*As mentioned in clause 2.10 of this document.

- 2.22.7 In case, the Outsourcing Agreement does not get executed within Thirty (30) days of the date of issue of the LoA, Authority reserves the right to take any such measure as it may deem fit including offer to next highest bidder and so on, following above procedure or annulment of the bidding process and may invite fresh Proposal for the Project. In such a case the entire Bid Security submitted by the Successful Bidder(s) shall be forfeited. However, Authority on receiving request from the Successful Bidder may at its discretion, permit extension of time of not more than 15 days for execution of the Outsourcing Agreement.
- 2.22.8 The successful bidder shall have to start operation of recreation facility within 90 days from the signing of Outsourcing agreement, failing which authority shall forfeit the performance security of the bidder and terminate the outsourcing agreement.

2.23 Currency

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

2.24 Submission of Bid

- 2.24.1 All Proposals must be submitted, duly signed by the Authorised Signatory of the Bidder under the “Covering Letter for Proposal Submission” as per the format in Annexure II
- 2.24.2 The Bidder shall submit the financial Bid in the format specified at schedule 2
- 2.24.3 The documents of Technical Bid shall also be submitted in the formats specified as Annexure.
- 2.24.4 Bids not in the prescribed forms/formats will be summarily rejected.
- 2.24.5 The application shall be submitted only as per the enclosed application format(s) along with Annexure- I to IX and schedule 2, Self-attested documentary proof(s) in respect of the details furnished in the application form shall also be submitted along with the application.
- 2.24.6 Bids shall be accepted on or before the Proposal Due Date.
- 2.24.7 In the event if a Bidder withdraws the Bid after proposal due date, the Bid security of such Bidder shall be forfeited.
- 2.24.8 Bidders are advised to fill all information clearly and legibly in prescribed format.

2.25 Format and Signing of Bid

- 2.25.1 The Bidder would provide all the informations as per this RFP. Authority reserves the right to evaluate only those Proposals which are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 2.25.2 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.
- 2.25.3 All documents should be submitted in a **hard bound form** separately (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document)(**spiral bound form, loose form, etc. will be not accepted**), either singularly or with several documents bound together. The Proposal should not include any loose papers.
- 2.25.4 The Proposal shall be typed or printed. The Proposal shall be signed on each page of the Proposal by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.25.5 The numbers and words for annual concession fee contained in the Financial Proposal should be covered with a clear/transparent adhesive tape. Any signs of tampering will lead to the rejection of the Financial Proposal.
- 2.25.6 The Proposal shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

2.26 Sealing and Marking of Proposal

- 2.26.1 The Bidder shall seal each PART (Technical Bid and Financial Bid) of the Proposal in separate envelopes duly marking each envelope as “**Technical Bid**” or “**Financial Bid**” as appropriate.
- 2.26.2 The bidder shall enclosed in a separate envelope marked as “**Tender Fee and Bid Security**” containing a demand draft of Rs 1000/- (Rs One thousand) along with applicable GST as a non refundable tender fee and demand draft of bid security payable to the authority at place prescribed in

this RFP drawn on any schedule bank. This envelope shall be placed in inside enveloped marked Technical Bid. Proposals unaccompanied by the demand draft of tender fee and bid security will not be considered for technical evaluation and further short listing.

2.26.3 Application form along with annexure and supporting documents shall be sealed in a separate envelope marked as “**Part I: Technical Bid**”.

2.26.4 Financial Bid in format Schedule 2 shall be placed inside envelope marked as “**Part 2: Financial Bid**”. Financial Bid envelope of the technically qualified bidders will be opened in front of the bidders who choose to be present while opening post technical qualification.

2.26.5 The Bidder shall put the above two separate envelopes in a single outer envelope and seal the envelope. The outer envelope shall clearly bear the following identification: - “Proposal for Providing Ecotourism Recreational Facilities at Destination* (Name of the place) on Outsourcing basis for Operation, Management and Maintenance to Individual/Travel Operators/Limited Company/ Firms.

2.26.6 Each of the envelopes shall indicate the complete name, address, telephone number and Email ID of the Bidder.

2.26.7 The envelope shall be addressed to
Divisional Forest Officer/ Deputy Director*
.....
.....

2.26.8 If the envelope is not sealed and marked as instructed above, authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

*Concerned DFO/ DD shall fill all the details before uploading in the tender document.

2.27 Proposal due date and submission of bid.

Proposal Due Date is last date of submission of bid as mentioned in the Schedule of Bidding Process; the interested bidders can submit their bid at the address provided in clause 2.26.7 and in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail will not be considered for evaluation and short listing. However authority reserves the right to extend the Proposal Due Date and Time, at any time prior to opening of the Proposals; in such cases the Proposals received prior to such extension shall not be opened. Further if the RFP document is materially modified during such extended period, the Proposals received prior to extension shall be returned to the Bidders and appropriate time shall be allowed for resubmission of the Proposals.

2.28 Late Proposals

Proposals received after the Proposal Due Date shall not be considered.

2.29 Force Majeure

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 the selected agency, or its agents and contractors, or their duties and obligations under the Agreement, or the performance by MPEDB of their respective duties and obligations under this Agreement:

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

2.30 Limited Liability

In case due to any event or situation arises during execution, it is realized that any component of the general conditions of the outsourcing agreement cannot be implemented or there is delay in completion of the same, the MPEDB may delete or differ such component. However the remaining part of the content shall remain unaffected.

2.31 Termination of Agreement

- (a) In case of any unavoidable circumstances or change in government policies which may prevent to go ahead with the project, MPEDB may terminate the entire agreement or any part of the agreement without paying any compensation to the Bidder.
- (b) Either party may terminate the contract in case of breach of contract or violations of general conditions and/or other conditions of this RFP. However, party claiming the breach shall first issue a notice in writing to the other party specifying the breach. If the party to whom such notice is sent fails to rectify the breach within 30 days of such notice, the contract can be terminated by the party which has issued the notice.
- (c) Without prejudice to any other rights or remedies of the Authority under this Agreement, upon occurrence of a Concessionaire Default in case of breach of contract or violations of general conditions and/or other conditions of this RFP the Authority can terminate the outsourcing agreement giving concessionaire notice of 15 days. On such termination authority shall have right to have deemed to be taken possession and control of recreation facility, be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of it from the date of termination, forfeit the performance security, blacklist the concessionaire and shall have right to recover any dues payable to authority by concessionaire and other actions as it finds suitable.

2.32 Dispute Resolution

- 2.32.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party

(the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

2.32.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

2.32.3 **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either Party may require such Dispute to be referred to the CEO, MPEDB for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (fifteen) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

2.32.4 Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983. and shall include modifications to or any re-enactment thereof, as in force from time to time. The venue of such arbitration shall be Bhopal and the language of arbitration proceedings shall be English.

2.32.5 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

2.32.6 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

2.32.7 The Concessionaire shall have to continue obligations under this agreement with due diligence notwithstanding pendency of a dispute before any authority or forum.

2.33 Governing Law and Jurisdiction

The contract shall be governed by and construed in accordance with laws and rules of India and Madhya Pradesh. Subject to clause 2.32 any dispute arising out of this contract or services shall be subject to the exclusive jurisdiction of the courts of Madhya Pradesh, where project site lies.

3. GENERAL CONDITIONS

- 3.1 The Ecotourism Recreational Facilities at destination will be handed over to Concessionaire on "As is where is Condition" The Concessionaire shall satisfy him/herself before bidding for the contract.
- 3.2 Addition or alteration of existing ecotourism recreational facilities cannot be undertaken by the concessionaire, without prior written approval of Authority or official designated by it.
- 3.3 No new permanent structure will be established, where ever required temporary structures can be taken up only after obtaining prior written approval of authority. The new temporary structure should be so designed that it merge with ambient environment and should utilize local resources and avoid use of cement concrete as far as possible.
- 3.4 The Concessionaire shall follow all Central and State acts, rules, approved working/ conservation/management plans, policy guidelines and local customs aimed at resource protection, community benefits and visitors satisfaction.
- 3.5 Anything which is not defined in this contract, the definitions in Indian Forest Act, 1927, Wildlife (Protection) Act 1972 and MP Forest (Recreation & Wildlife Experience) Rules, 2015 shall prevail. The terms or words not defined in above Acts and Rules and in this contract, the meaning as decided by Chief Executive Officer, MP Ecotourism Development Board shall be final and binding.
- 3.6 The Concessionaire shall not encumber the MPEDB ecotourism Recreational facility by way of pledge, hypothecation, mortgage, charge, lien, sub-let, leave and license or in any other manner.

- 3.7 MP Ecotourism Development Board or its official can withhold ecotourism activities in all or part of area to maintain ecological integrity, protection of breeding areas or for any other reason, without cost to Concessionaire.
- 3.8 MP Ecotourism Development Board or its official shall have full authority to inspect and verify premises, accounts or any other thing which is part of running of facility at anytime. Concessionaire may be required to submit the accounts as and when directed by the authority, which the concessionaire cannot deny and the same shall be provided by the concessionaire within a reasonable time limit not later than 7 days.
- 3.9 The Concessionaire has to confine his/her activities within specified recreational facilities handed over to him/her.
- 3.10 MP Ecotourism Development Board and/ or authority reserves right to use the facilities as and when required, without cost to Concessionaire, but such uses shall not exceed 20 days in a calendar year.
- 3.11 Entries in such areas will be regulated by entry permit issued by MP Ecotourism Development Board or its official, as per MP Forest (Recreation and Wildlife Experience) Rules, 2015. The revenue generated through entry fees, will be revenue of MP Ecotourism Development Board.
- 3.12 The Concessionaire shall have to submit periodic information in such periods and formats, as decided by MP Ecotourism Development Board and authority.
- 3.13 Tourist feedback mechanism as decided by MP Ecotourism Development Board and authority has to be followed and submitted to authority and MP Ecotourism Development Board in such manner and time as prescribed by MP Ecotourism Development Board and authority.
- 3.14 Authority will assess and evaluate operation, management and maintenance of recreational facilities atleast a month before completion of every year of operation. The guidelines and procedure for such assessment and evaluation will be provided by MPEDB, based on which operation, management and maintenance of recreational facilities will be categorised in 5 categories viz. Excellent, Very Good, Good, Poor and Very Poor. During the Outsourcing period if it is found in the assessment and evaluation that category for any two consecutive years to be very poor or poor / very poor for any three years of operations, then authority shall issue a notice in writing to concessionaire specifying details of poor performance. If the concessionaire fails to rectify the short comings within 30 days of such notice, the contract shall be terminated by the authority.

- 3.15 Extension of Outsourcing period for further 5 years can only be given to such concessionaire who have been assessed and evaluated as prescribed in Clause 3.14, in Excellent and/or Very Good categories for all the 10 years of original outsourcing period. No further extension beyond this period shall be provided.
- 3.16 The Concessionaire shall place signage regarding displaying all the necessary information about the place, do's & don'ts, safety precautions, instructions and regulatory measures in sufficient number at all prominent places. The signage shall be in Hindi and English both.
- 3.17 All the recreational infrastructures including buildings, furniture, signage, recreational facilities etc. present in ecotourism destination shall be insured by Concessionaire on behalf of authority against natural and non-natural hazards/perils and the premium for such insurance will be paid by Concessionaire during outsourcing period. All insurance obtained in accordance with this clause shall be maintained with insurer(s). Within 30 (Thirty) days of signing of concession agreement, the concessionaire shall furnish to the authority, certified copies of certificate of insurance and certified copies of the premium payment receipts in respect of such insurances. Concessionaire shall, from time to time, furnish the evidence to the Authority that all premiums have been paid and that the relevant policies remain in existence. Such Insurance may not be cancelled or materially changed without 30 (Thirty) days' prior written notice to the Authority.
- 3.18 All the infrastructure as handed over and created during outsourcing period, as well as all other assets shall be property of MP Ecotourism Development Board and Concessionaire will have no ownership right or claims over them. After the expiry of outsourcing period, the concessionaire shall surrender possession of all above moveable and immovable properties to the authority. Only additional moveable assets procured and placed by the Concessionaire at his own cost at ecotourism destination can be taken away by Concessionaire after outsourcing period, provided same is inspected and cleared/ approved for removal by authority or any other official designated by it.
- 3.19 Any and all electrical fitting, bathroom fitting, flooring etc. shall not be removed and shall be replaced if damaged at the time of handing over. Also all the recreational facilities, equipments, materials shall be maintained and should be in the useable and damage free conditions at the time of handover. If not found as prescribed in this Clause then authority shall have right to deduct necessary amount of repair and maintenance from the performance security of the concessionaire.

- 3.20 Concessionaire shall make sure that no natural attributes (Flora, Fauna & Habitat etc.) is damaged or adversely affected by activities undertaken by him/her and shall be responsible towards sustainable management of natural attributes of the area being used and visited in the operation of activities.
- 3.21 The Concessionaire should as far as possible use non wood fuel for their operations and ensure that supporting staff also follows the same.
- 3.22 Ecotourism, excess to carrying capacity of the area, as determined by concerned DFO/DD cum Regional Manager; MPEDB shall not be taken up by the concessionaire.
- 3.23 The Concessionaire shall provide visitors with educational materials about the places and people of ecotourism destination and introduce them about the importance of conservation of natural attributes.
- 3.24 Do's and Don'ts in ecotourism destination should be prominently displayed in the area of visitation and Concessionaire shall ensure compliance of the same. Do's and Don'ts should include all elements as suggested by MPEDB and authority. The Concessionaire shall ensure that any activity prohibited in do's and don'ts are not carried out within ecotourism recreational area.
- 3.25 Ecotourism destination shall be plastic free and Concessionaire shall ensure solid waste and sewage are treated as per the standards prescribed in Public Health Engineering Manual of GoI / Madhya Pradesh. Emissions and effluences after treatment should be as per standards of Public Health Engineering Manual.
- 3.26 Non-conventional environment friendly green energy will be promoted and used in ecotourism destination e.g. solar, wind energy etc. However use of generator with silencer can be permitted for contingency needs.
- 3.27 No damage to Nature shall be done in form of cutting trees, diverting/ storing/controlling of natural streams, mining, illicit grazing, causing fire etc.
- 3.28 Concessionaire shall undertake cleaning of any choking of drainage, removal of beehives and cobwebs/ honey webs etc. from allocated premises. Sweeping and Cleaning of signage, trek, dustbins shall be carried out on daily basis and all solid wastes have to be disposed of safely and in a standard manner as prescribed under PHE manual.
- 3.29 All adventure activities and equipments used therein shall confirm to Adventure sports guidelines issued by Ministry of Tourism, GoI and Concessionaire shall have all needed licenses and permissions to run the activities. The personnel

- involved to run the adventure activities should have minimum qualifications and experiences as prescribed in above guidelines.
- 3.30 All the precautions shall be taken for safety and security of visitors. First aid, rescue protocol, search and other requirements mentioned in guidelines mentioned in clause 3.29 shall be followed.
- 3.31 The Concessionaire shall operate only the activities mentioned in clause 1.0, 1.1, 1.3 and 1.4 of this RFP. No other activity shall be taken up without prior written approval of MP Ecotourism Development Board.
- 3.32 The Concessionaire has to maintain high standards of cleanliness, courtesy and manners of his staff.
- 3.33 Except for highly skilled jobs, rest all employment shall be from local community, which should not be less than 70% of total employment to operate recreational facilities. Required skill up-gradation and/or capacity building for performing the duties by the employed personal shall be taken up by Concessionaire.
- 3.34 Concessionaire should procure food material, dairy products etc. from local community as far as possible.
- 3.35 The local community identified by the authority will have right to sell the local handicrafts and artefacts at ecotourism destination at a outlet as designated by authority. Concessionaire can also identify artisans from local community and permit sale of their products through this outlet.
- 3.36 Local materials, artefacts and traditional art of the area will be used for destination development. For the same help of local people should be solicited and nothing shall be proposed or undertaken, which adversely affect culture and feelings of local community.
- 3.37 The Concessionaire shall get police verification done, of all the employees hired to run the ecotourism facility and no person of tainted nature shall be employed therein.
- 3.38 The Concessionaire may be asked to enter into tri-partite agreement with local Joint Forest Management Committee and authority to run the facility.
- 3.39 Employment of child labour would amount to breach of the terms of the Outsourcing Agreement under this RFP. The Concessionaire shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Concessionaire shall be responsible to obtain all requisite approvals & permissions from the concerned

authorities as may be necessary or required under various acts & laws for running of the activities at destinations.

- 3.40 The Concessionaire shall make payment of electricity and water bills based on actual consumption at ecotourism destinations. Concessionaire shall ensure that Light and Water connections are active and in working conditions and all outstanding dues, till the handing over of the facility, are paid.
- 3.41 The Annual Concession Fee has to be paid on or before due date. Annual concession fee has to be paid in advance for every year. For 1st year it should be paid before signing of the outsourcing agreement and for coming years it shall be paid 30 days before the due date as per clause 1.6 of this RFP. After due date interest has to be paid at one percent for delay up to 30 days and 2 percent for further delay. In any case delay should not be beyond 90 days, beyond which authority shall forfeit performance guarantee and/or terminate contract and/or blacklist the Concessionaire.
- 3.42 All the taxes, bills related to facilities have to be paid by Concessionaire during outsourcing period.
- 3.43 The name of recreational facility will be as provided by MPEDB, however concessionaire will be allowed to add his/ her brand name in the name of facility for co-branding with MPEDB.
- 3.44 The Concessionaire is understood SLA as provided in schedule-5 and committed to run the recreational facility as per it.
- 3.45 In case the Concessionaire commits breach of any of the terms and conditions and stipulation herein contained on the part of the Concessionaire to be observed and performed, the authority reserves the right to take appropriate action which may include imposition of penalty or termination of contract or both. Bank Guarantee in case of termination shall be forfeited and Concessionaire shall have to vacate the property.
- 3.46 In case of any dispute, difference or controversy of whatever nature howsoever arising under, out of or in the relation to this RFP, between the parties and so notified in writing by either party to the other (the "Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set for in the as per Clause 2.32.

4. ELIGIBILITY CRITERIA

To be eligible for qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

4.1 Technical Capacity:

The bidder should full fill the following technical capacities:

- 4.1.1 The bidder should have eligible experience to operate minimum 1 (One) number of similar work prior to proposal due date as defined in clause 4.1.2 of this RFP.
- 4.1.2 “Eligible experience” here means Operation and maintenance of Hotels/ Resorts/Camping sites/ Adventure Sports/ Eco-tourism sites.
- 4.1.3 Authority will have right to adjudge whether the said experiences are eligible or not and can accordingly reject or accept same for technical evaluation, which cannot be challenged.
- 4.1.4 Only those sites which were operated and managed as single entity or as a lead member of consortium shall be considered as eligible experience.
- 4.1.5 Following Documentary proof to be attached for claiming the experience in Annexure III
 - i. Owner ship document – Registration of the land, or Copy of the Outsourcing deed, or Permission of the competent authority to organize the camping sites/ ecotourism sites/ jungle resorts / ecotourism activities.
 - ii. Details of at least 1 eligible work / activities
.....
.....on the bid due date.
 - iii. Photographs of the details mentioned in above clause ii
- 4.1.6 In case of activities prescribed for outsourcing at ecotourism Recreational Facilities at destination as per the clause 1.4 of this RFP, then all necessary licenses/ permissions to run the activities shall be enclosed with proposal. The bidder should have personnel of required qualifications and experiences as per guidelines on adventure sports issued by Ministry of Tourism, GoI and the details thereof shall be given in the Annexure IV of the proposal. All the requisite equipments and protective gears etc. shall be of the standards as per the above guidelines.

- 4.2 **Financial Capacity:** The recreational facilities are classified into category A/B/C by the MPEDB and this project falls under category.....* as mentioned in Clause 1. The Bidder shall have following minimum net worth (the financial capacity) of as on 31.03.2019 and average annual turnover in last three financial years, as per the category of the project. Proof of which shall be enclosed in annexure-VI and VII.

Category	Minimum Net worth as on 31.03.2019	Average Annual Turnover of last 3 financial years
A	Rs 25 lakhs	Rs 50 lakhs
B	Rs 12.50 lakhs	Rs 25 lakhs
C	Rs 5 lakhs	Rs 10 lakhs

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by Authority for a period of 2 (two) years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

*concerned DFO/DD shall fill the category before uploading Tender Document.

5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Outsourcing Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Outsourcing Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Outsourcing Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. BID EVALUATION

6.1 The Authority will examine and evaluate the Bids in accordance with the provisions set out in this RFP, Subject to the terms of this RFP. The Bids received shall be evaluated sequentially in the following three steps:

- i. Checking for bid security and tender fees
- ii. Evaluation of Technical Bid
- iii. Evaluation of Financial Bids

6.2 **Stage I: Checking for Bid securities and tender fees**

The proposals first of all will be examined for demand draft of bid security and tender fee as required in the proposal. The proposals without requisite bid security or tender fee will not be considered for technical evaluation.

6.3 The Authority shall open the Technical Bids of qualified bidders as described in clause 6.2 on the date, place and time mentioned in schedule of bidding process of this tender document and in the presence of the Bidders, who chose to attend.

6.4 **Stage II: Evaluation of Technical Bids**

The proposals with necessary bid security and tender fee as shortlisted as per clause 6.3 shall be considered for Stage II i.e. Technical Evaluation. Technical Bids would be opened for assessing bidders qualifications for Technical Criteria. The assessment towards Technical Evaluation shall be carried out as stated in Section 4. Those applicants who are found eligible in technical evaluation shall be considered as qualified Bidders and only their Bids shall be considered for Financial Bid Opening.

6.5 **Stage III: Evaluation of Financial Bid**

The evaluation criteria for Financial Bid shall be on highest Bid Price (Annual Concession Fee).

6.6 Authority will open sealed Envelope containing 'FINANCIAL PROPOSAL' of the Bidders, who have qualified in the Technical Qualification stage (Stage II) as stated above, in the presence of the Bidder's authorized representatives who choose to attend. Upon acceptance of the highest amount of annual concession fees, authority may declare the Successful Bidder.

6.7 Authority reserves the right to withdraw the entire bid process at any time without liability till the execution of the Outsourcing Agreement.

7. CHECKLIST FOR TECHNICAL BID

Bids must be accompanied with the following documents:

- 7.1 Details of tender fee and bid security along with two demand drafts of non refundable tender fee of Rs 1,000/- + GST and refundable bid security of Rs. 25,000/- (Rs. Twenty Five thousand only)- Annexure- I
- 7.2 Application form along with necessary documentary proof- Annexure –II
(Along with PAN/TIN and partnership deed or certificate of incorporation etc. as the case may be)
- 7.3 Details of experience of operation of camping sites/ecotourism sites/ resorts/hotels/ adventure sports along with letter of award or completion certificate by the client/owner, registration of land/permission from competent authority to run the facilities and photographs of the project quoted- Annexure- III
- 7.4 Details of experience in operation and management of ecotourism Recreational Facilities at destination and activities (Necessary manpower, equipment and infrastructure) along with documentary proof of activity, permission by competent authority, educational qualification and experience of persons to be employed for activities and list of equipments, rescue and safety gears etc.- Annexure- IV
- 7.5 Data sheet- Annexure- V along with Sale tax/GST details, documents related to empanelment of other government organizations etc.
- 7.6 CA certificate of Turnover as per Annexure- VI and CA certificate of Net worth as per Annexure - VII
- 7.7 Affidavit / undertaking- Annexure- VIII
- 7.8 Vendor detail along with a certified true copy (attested by a notary) of identity proof of the Bidders shall be submitted. Acceptable identity proofs are Indian passports, Voter IDs and/or Ration Cards. Aadhar Card, Copy of PAN Card. (In case of Individual/Firm/Company), registration certificate of Firm / Company- Annexure- IX
- 7.9 Any other documentary proof, where ever applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in relevant section and not mentioned here.
- 7.10 Bids not in prescribed format and that do not contain the requisite documents shall be summarily rejected.

Appendix-I

CONTENTS OF PROPOSAL

Note:- The Authority shall give details of project including notification of Recreation/ Wildlife Experience area, location, Map, permissible ecotourism recreational activities and other relevant details. ***(Concern DFO/ DD shall provide the above details in this appendix of project before issuing RFP)***

Schedule - 1

TECHNICAL BID FORMAT

All the Annexure I to IX along with self certified copies of documents shall be submitted as Technical bid, as per checklist provided in clause 7 of this document.

Annexure - I

DETAILS OF TENDER FORM FEE AND BID SECURITY

(To be filled by Applicant)

I/we hereby submit the demand draft against tender form fee and bid security as per the details given below:

S.No	Particular	Amount	D.D. No.	Date	Name of Bank/Branch	Remark
1	Tender Form Fee					
2	Bid Security					

The above drafts are attached herewith

Seal and Signature of Applicant

NOTE: The Bidders should attach 2 Demand Drafts for Bid Security and Cost of Tender Document (Rs 1000/-) Plus applicable GST and put the same in envelope marked as "Bid Security and Tender form".

Annexure- II

COVERING LETTER

To

DFO/DD cum Regional Manager
Madhya Pradesh Ecotourism Development Board
..... (M.P.)

Subject: PROPOSAL FOR PROVIDING ECOTOURISM RECREATIONAL FACILITIES AT DESTINATION
.....ON OUTSOURCING BASIS FOR OPERATION, MANAGEMENT AND
MAINTENANCE TO INDIVIDUAL/TRAVEL OPERATORS/LIMITED COMPANY/ FIRMS.

Dear Sir,

In response to the Tender for Selection of Concessionaire for operation, management and maintenance of(name of the project) at Location for short listing an agency for operating, managing and maintaining ecotourism Recreational Facilities at destination(the "Project"). After going through all the information and terms and Conditions given in the RFP document including addendums, we are submitting our Bid for being shortlisted for the Assignment.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.

2. We acknowledge that authority will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Bid and in the Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.

3. All the required documents as per format provided in the RFP document, duly signed, are enclosed.

4. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MPEDB / Authority in connection with the selection of Bidders, or in connection with the selection Process itself, in respect of the above mentioned Project.

5. I/we agree and undertake to abide by all the terms and conditions of the RFP document.

6. We also understand that:-

- (i) This Bid is only for short listing of the bidders;
- (ii) Authority is not bound to accept the Bid of any Bidder, either in part or in full. If authority rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
- (iii) This does not entitle us to receive any documents or to be invited for Financial Bid for the Project;
- (iv) Authority has the right to change or alter the details of the Project or scope of work;
- (v) Authority reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the

Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

7. Bidder's details are as follow:

1	Name & Address of the Applicant Firm
	Contact Person	
	Contact No /e-mail	
	Authorized Representative of Applicant	
	Contact No /e-mail	
2	If Proprietorship
	a) Name of Proprietor
	b) Full Address
	c) PAN /TIN (Enclose copy)
3	If Partnership	
	a) Name of partners and their address	1. 2. 3.
	b) Is partnership deed registered If yes then date of registration (attach copy of deed)	Yes / No Date.....
4	Is Limited or Pvt. Limited Company under Indian Companies Act 1956	Yes / No Please state the following.
	Limited or Private Limited	
	Registered Office Address	
	Date of Certificate of in Corporation (Attach Memorandum & article of Association)	
5	Year of Establishment of the units.	

8. Check list of Attached documents.

S.No	Description	Yes/ No
1.	Detail of tender fee and bid security- Annexure – I	
2.	Proof of tender fees receipt	
3.	Proof of EMD payment receipt	
4.	Bid Submission of Covering letter/ Application form - Annexure- II	
5.	Copy of PAN/TIN	
6.	In Case of partnership firm, partnership deed	
7.	In case of limited or private company, certificate of incorporation	
8.	Experience of Operation of eligible ecotourism works- Annexure- III	
9.	Proof of operation of eligible ecotourism works along with photographs as mentioned in Annexure- III	
10.	Details of experience in operation and management of ecotourism activities (Necessary manpower, equipment and infrastructure) along with documentary proof - Annexure – IV	
11.	Documentary proof of activities as mentioned in Annexure- IV	
12.	Permission by competent authority for operation of ecotourism activity	
13.	Educational qualification and experience of persons to be employed for ecotourism activities	
14.	list of equipments, rescue and safety gears etc. available with bidder	

S.No	Description	Yes/ No
	to run the ecotourism activity	
15.	Data sheet – As per Annexure -V along with necessary documents	
16.	All Tax registration	
17.	Documents related to empanelment with other government organizations.	
18.	Format of CA certificate of Annual turnover – Annexure –VI	
19.	Format of CA certificate for Annual net worth - Annexure- VII	
20.	Affidavit undertaking - Annexure- VIII	
21.	Vendor details - Annexure- IX	
22.	Certified true copy of identity proof	
23.	Copy of the Partnership/ Pvt. Ltd / Public Ltd/ Others.	
24.	Aadhar Card	
25.	Sale Tax/ GST registration	
26.	VAT and copy of last income tax return	
27.	Format for financial bid - As per Schedule- 2	
28.	Any other document (specify)	
29.	Any other document (specify)	
30.	Any other document (specify)	
31.	Any other document (specify)	

Documentary proofs for above mentioned details are attached herewith after self certification.

I hereby confirm that all the above information is true to the best of my knowledge & belief. All the documents as required in the tender are enclosed.

Date

Seal and Signature of Applicant

Note: 1. Separate sheet may be used if necessary

2. Covering letter should be submitted on the letter head of the organization of the bidder.

ANNEXURE - III

FORMAT FOR EXPERIENCE OF OPERATION OF ELIGIBLE WORKS OF ECOTOURISM

Project Details	Project -1	Project- 2	Project-3	Project-4	Project-5
Name of Project					
Name of the Client/ Owner					
Start date of the Project					
Completion date of the Project					
Details of Activities operated					
Details of project managed as single entity/ Joint venture/ Consortium					
In case of Joint venture/ Consortium shareholding of the project					

- Note:**
1. Only the projects with eligible experience as specified in Clause 4.1.2 and which satisfied technical criteria shall be included.
 2. Letter of award/completion certificate by the client/owner shall be attached as documentary proof.
 3. In case of sites owned by self, then registration of land and permission from competent authority for running the facilities shall be attached. At least 2 photographs of each sites/activity shall be attached.

Seal and Signature of the Applicant

Annexure - IV

FORMAT FOR EXPERIENCE IN OPERATION AND MANAGEMENT OF ECOTOURISM ACTIVITIES (NECESSARY MANPOWER, EQUIPMENT AND INFRASTRUCTURE)

Details of Ecotourism Activities	Activity-1	Activity-2	Activity-3	Activity-4
Name of activity				
Location				
Name of owner of the client attach work order/ completion certificate				
Start date of activity				
End date of activity				
Name of competent authority who have issue permission for running the activity. (Attach a copy)				
Name and Educational qualification of lead person who will operate the activity. (Attach a copy)				
Experience of lead person in operation and maintenance of activities (Attach a copy)				
Number of other persons employed to run the activity.				
Details of minimum educational qualifications and skills of other persons				
Equipments, rescue and safety gears available to run the activity. (Attach list)				

I/We hereby certify that i am recognized operator by the competent authority for the activity shown above and have sufficient and qualified and experienced man power to run the activity as per guidelines issued by Ministry of Tourism, Gol. I/ We also have necessary equipments, rescue and safety gears as per above guidelines.

Seal and Signature of the applicant

Note:- Attached Certificate/ permission letter shall be by the competent authority only.

Annexure – V

DATA SHEET

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
5.	Whether registered for Sales tax/GST – mention number and date. Also furnish copies of Sales tax/GST number allotted	<u>Attach necessary documents</u>
6.	Mention PAN/TIN/VAT furnish copy of last income tax return.	<u>Attach necessary documents</u>
7.	Whether empanelled with other Government organizations. If so give names of organizations with the details of empanelment.	<u>Attach necessary documents</u>
8.	Last 3 years annual turnover	F.Y. 2016-17 F.Y. 2017-18 F.Y. 2018-19 <u>Attach necessary documents as per Annexure VI</u>
9.	Annual net worth as on 31.03.2019	<u>Attach necessary documents as per Annexure VII</u>

Signature:

Name:

Designation:

Affix Company seal

Annexure VI

FORMAT OF CA CERTIFICATE FOR ANNUAL TURNOVER (On the Letter Head of the Chartered Accountant)

Certificate

To Whom So Ever It may concern

We statutory auditor of M/s /Mr./Mrs hereby certify that the annual turnover of M/s / Mr. / Mrs (Address) Individual/ firm/company M/S for the past three years are given below:-

S.No	Financial Year	Annual Turnover (Rs. In lakh)
1	2016-17	
2	2017-18	
3	2018-19	

The above Annual Turnover certificate is issued on the basis of books of accounts and documents produced before us.

Name, Seal and Signature of the
Chartered Accountant

Place:

Date:

Annexure- VII

FORMAT OF CA CERTIFICATE FOR ANNUAL NET WORTH

(On the Letter Head of the Chartered Accountant)

Net Worth Certificate (As on 31st March 2019)

We statutory auditor of M/s/Mr./Mrs._____ hereby certify that the Net Worth of
M/s/Mr./Mrs./Firm/Company _____
(Address)_____ as on 31st March 2019 is
Rs _____ (Rupees _____ only)

The methodology adopted for calculating net worth is as follow:

S.No	Particulars	Source	Amount in Lakh (In INR)
1	Fixed Asset	At purchasing price, Registry value	
2	Investment & other assets	As per Audited balance sheet	
3	Cash bank balances	As per Audited balance sheet	
A	Total Assets		
5	Current liabilities Salary, Expenses payable, Loans and Advances	As per Audited balance sheet	
B	Total liabilities		
C	New Worth Total	Total Assets(A) Less Total liabilities (B) (A-B)	
Total Net worth			

Total Net worth (in words)

Rupees _____ Only

Above Net worth Certificate is issued on the basis of books of account and documents produced before us.

Name, Seal and signature of the Chartered Accountant

Place:

Date:

Note: If bidder is a firm/company the net worth of same shall be given.

Annexure – VIII

FORMAT FOR AFFIDAVIT /UNDERTAKING

To,

Chief Executive Officer,
Madhya Pradesh Ecotourism Development Board
Urja Bhawan, Link Road No-2, Shivaji Nagar
Bhopal – 462016

I Aged having permanent residence at solemnly affirm that I as the (Post of the Signing Authority) of the..... (Name of the Company) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any misrepresentation and wrong information.

I also confirmed that neither me nor the firm/company represented by me has been debarred and/or blacklisted by any department/ PSUs/Semi government organization/ Board etc. of Central and State government in last 5 years and no such debarment and blacklisting is in effect at the time of submission of this bid.

Solemnly affirmed on this day of.....

Yours Faithfully

Seal and Name

Note: ***This should be on Rs. 500 Non Judicial Stamp Paper / Franking and to be Notarized and signed by the authorized signatory.***

Annexure - IX

FORMAT OF VENDOR DETAILS

Detail of Bank and Service Provider (For RTGS/NEFT Payment)

1. Name of Service Provider: _____
2. Type of Business: _____
(Company, Proprietor, Partnership)
3. Postal Address: _____
Pin No. _____
4. Telephone no: _____ Mobile No. _____
5. Email Id: _____
6. PAN No. : _____
7. Tin No and Date: _____
8. GST No. and date: _____
9. P.F. No. and Date: _____
10. Name of Account Holder _____
11. Bank Account No: _____
12. Type of Account _____
13. Bank IFSC Code: _____ MICR Code: _____
14. Name of Bank: _____ Branch Name _____
Bank Address: _____
Pin No. _____
15. Contact Person Name: _____ Mobile No. _____

Signature of Authority

Name _____

Address _____

Contact no: _____

Schedule - 2

FORMAT FOR FINANCIAL BID

*(This Format is to be signed & sealed in a separate envelope titled as
"FINANCIAL BID")*

Date:.....

To,

Chief Executive Officer,
Madhya Pradesh Ecotourism Development Board
Urja Bhawan, Link Road No-2, Shivaji Nagar
Bhopal – 462016

Re: FINANCIAL BID FOR PROVIDING ECOTOURISM RECREATIONAL FACILITIES AT
DESTINATIONON OUTSOURCING BASIS FOR OPERATION,
MANAGEMENT AND MAINTENANCE.

Dear Sir,

In response to the RFP document, I hereby quote the 'Financial Bid' payable by us to the
Authority as under Price offered for Annual Concession Fees
(Mention name of location) is Rs..... (In Words: Rupees
.....)

The price offer quoted here above is valid for 180 days from the date of opening of the
financial bid.

I hereby certify and accept the following:

1. The Outsourcing Agreement will be for a period of 10 years.
2. The Annual Concession Fees is for first year and it will be subjected to an inflation
factor of 10% after 3 years (on beginning of 4th year) and further 10% after 6 years
(on beginning of 7th year) and further 10% after 8 years (on beginning of 9th year)
over the previous annual concession fees as given in Clause 1.6.
3. I as a Bidder has inspected the existing premises and acquainted myself before
Bidding for the said Properties.

I certify that I have gone through the RfP document and I have understood and agree to
the terms and conditions as mentioned in this Document and Outsourcing Agreement.

We declare that the information stated above and enclosed is complete and absolutely
correct and any error or omission therein, accidental or otherwise, as a result of which
our Bid is found to be non- responsive, will be sufficient for the Authority to reject our Bid
and forfeit our Bid Security in full. I abide by the above offer/quote and terms &

conditions of the tender document and the LoA if the Authority selects us as the Preferred Bidder.

Yours faithfully,

(Signature of Bidder)
(Name, Title, Address, Date)
Company Stamp

Note: The Annual concession fee quoted should be covered with transparent adhesive tape.

Schedule – 3

PERFORMANCE SECURITY

To

..... [Name & address of **Authority**]

..... [Address & address of **Concessionaire**]

WHEREAS [Name and address of Concessionaire] (Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No.dated to execute[name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of[amount of guarantee]*(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Performance Security shall be INR Lakh (Rupees) valid up to..... (6 months following the outsourcing period.)

Signature, Name and Seal of the guarantor

Name of Bank

Address

Phone No., Fax No., E-mail Address, of Signing Authority

Date

(Till such time the Concessionaire provides the Performance Security, the Bid

Security shall remain in full force and effect.)

Schedule – 4
OUTSOURCE AGREEMENT

THIS AGREEMENT is entered into on this the *** day of ***, 20**

BETWEEN

- 1 Divisional Forest Officer/ Deputy Director and Ex-Officio Regional Manager of MP Ecotourism Development Board (MPEDB).....M.P., having its principal office at Acting through its authorized signatory Mr./ Ms _____, (hereinafter referred to as the “Authority”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

- 2 [****] having its registered office at ****, (hereinafter referred to as the “**Concessionaire**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- (A) The Authority is Ex-Officio Regional Manager of MP Ecotourism Development Board (MPEDB) which is an autonomous organization in the Forest Department, Government of MP. The major objectives of the board are broadly aimed at the promotion and organized development of Ecotourism as a mainstream program of the forest department. The Authority desires to outsource Recreational facilities to operate and facilitate operational of the recreational facilities as detailed in this agreement.
- (B) Authorities having Recreational area/ Wildlife Experience area duly notified in Gazette of Govt. of Madhya Pradesh vide its notification number..... DatedIn the said Recreational area/ Wildlife Experience area..... recreational facilities as detailed in Appendix-I are to be outsourced as per the rule 5 of the Madhya Pradesh Forest (Recreational & Wildlife Experience) Rules, 2015 for Ten years.
- (C) In furtherance of its objectives the Authority has resolved to outsource the above recreational facilities for operation and maintenance basis in accordance with the terms and conditions set forth in this Agreement.

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

Schedule – 5

SERVICE LEVEL AGREEMENT

Concerned DFO/ DD shall provide the details as per the site condition and nature of recreation facility. DFO/DD should provide Service Level Agreement (SLA) which will typically consist of following guidelines:-

- 1. SLA is commitment between authority and concessionaire.*
- 2. An introduction to SLA and what does this agreement propose.*
- 3. Service description including quality and responsibilities and particularly with reference to visitors to the site.*
- 4. Obligations and responsibilities of both the concessionaire and authority.*
- 5. Scope of SLA.*
- 6. Security of visitors and facilities and safety measures.*
- 7. Applicable service hours and seasons.*
- 8. Customer support arrangements including billing and record keeping.*
- 9. Reporting of issues, response and resolution time with contact points and escalation.*
- 10. Monitoring process and service level reporting.*
- 11. Right to terminate by authority in case of not meeting SLA metrics.*