Chhattisgarh Housing and Infrastructure Development Board

Government of Chhattisgarh

Request for Proposal

for

Selection of an Agency for Development, Operation & Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queens Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP Mode

(2nd Call)

(Instructions to Bidders)

Volume I

July 2026

Tender Advertisement No: 399

The Executive Engineer

Division 3, Moulshree Vihar

VIP Road Puraina Raipur

Email ID:- cghbdiv03@gmail.com

Chhattisgarh Housing & Infrastructure Development Board, Head Office,
Paryawas Bhavan Sector - 19, North Block Nava Raipur, Atal Nagar, Distt. Raipur - 492002

Notice Inviting Tender

CGHIDB

CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD DIVISION-3 MOULSHREE VIHAR, VIP ROAD, RAIPUR

(2nd Call)

Advt.No.399

Chhattisgarh Housing and Infrastructure Development Board invites the tender for "Selection of an Agency for Development, Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on license, Development, Operation and Transfer (LDOT) basis on PPP mode".

For bid processing fee, bid security, eligibility criteria and other details as given in the RFP document. please visit the website https://cghb.gov.in & http://eproc.cgstate.gov.in for details. The bidder may also contact the Executive Engineer, Chhattisgarh Housing and Infrastructure Development Board, Division-3, Moulshree Vihar, Raipur over contact number 9753266721/6265731603

Tenderers shall download tender from cge-procurement website.

- Date and Time of Pre-bid meeting- at 12:00 PM on 06.08.2026 at Sector-19, Paryawas Bhawan, CGHIDB Head Office, Nava Raipur Atal Nagar
- Last Date and Time of online Pre-bid queries submission- on or before the above mentioned date & time.
- Last Date for Online submission of Tender - Till 03:00 PM on 13.08.2026

Note: Email id for submission of pre bid queries: cghbdiv03@gmail.com

The details of tender and terms & conditions are available on the e-Procurement website https://eproc.cgstate.gov.in Any amendment/corrigendum in the tender documents, will only be uploaded on the e-Procurement website and shall not be published in any newspaper.

EE, CGHIDB, Div-3 Raipur

S-48569/1

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether in documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments made by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, Draft License Agreement, Draft Lease Agreement and Schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bidding document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bidding document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Request for Proposal Document		
Contents		
Volume I	**:**	**Instructions to Bidders**
Volume II	**:**	**Project Information Memorandum (PIM)**
Volume III	**:**	**Draft License Agreement**

Bid Data Sheet:

#	Items	Details
1.	**Project name**	RFP for 'Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP Mode
2.	**Tender issuing authority**	Chhattisgarh Housing and Infrastructure Development Board (CGHIDB)
3.	**Mode of bidding**	Online, through E-Procurement portal https://eproc.cgstate.gov.in. Also, the hard copy of the bid documents are to be submitted at the designated address mentioned in this RFP document.
4.	**Tenure**	The License Period would be of 20 years which is further extendable by 10 (Ten) years based on satisfactory performance, mutual agreement and first right of refusal
5.	**Reserve Price (Upfront Premium)**	INR 15,00,00,000/- (Rupees Fifteen Crores) (Non-Refundable) This is minimum Reserve Price, the bidder shall be required to quote over and above Reserve Price.
6.	**Cost of RFP documents (Non-refundable)**	INR 10,000 + 1,800 (Rs. Eleven Thousand Eight Hundred Only), to be paid through demand draft in favour of "The Executive Engineer, Division-3, Chhattisgarh Housing Board" payable at 'Raipur'.
7.	**Earnest Money Deposit/Bid Security (Refundable)**	Equivalent to the amount of Rs 54 Lakhs to be paid by the bidder as Earnest Money Deposit. The amount to be paid in the form of demand draft, in the favour of "The Executive Engineer, Division-3, Chhattisgarh Housing and Infrastructure Development Board" payable at 'Raipur'. EMD to be submitted along with the Bid documents.
8.	**Date of pre-bid meeting and last date for receiving pre-bid queries**	**06/08/2026 at 12:00 PM** at Board Room, CGHIDB Head Office, Sector-19, Nava Raipur Atal Nagar, Chhattisgarh. **Last Date for Receiving Pre-bid queries: on or before 06/08/2026 till 12:00 PM**
9.	**Last date and time of submission of bid (Bid Due Date)**	**Till 03:00 PM on or before 13/08/2026 (online)**. For hard copies, last date of submission is on or before 14/08/2026 up to 03:00 PM through registered post only at Executive Officer, Chhattisgarh Housing & Infrastructure Development Board, Division-3.
10.	**Opening of Technical Bid**	**After 04:00 PM on 14/08/2026**
11.	**Opening of Financial Bid**	Time & Date will be announced only after the evaluation of Technical Bids.
12.	**Execution of License Agreement**	Within 45 days from issuing of LOA
13.	**Place of obtaining RFP documents**	The tender can be downloaded from Chhattisgarh e-Procurement website: https://eproc.cgstate.gov.in.
14.	**Address for correspondence**	The Executive Engineer, Division-3, Raipur, Chhattisgarh Housing & Infrastructure Development Board, Moulshree Vihar, Raipur. Phone: 97532 66721

#	Items	Details
		Email: cghbdiv03@gmail.com

Note: In case any above mentioned date lies on public holiday, the next working day shall be considered as such date.

The Authority will endeavour to adhere to the dates indicated above. However, it reserves the right to make changes to the above dates, if the need arises. Any such change will be uploaded to the Authority's website as well as https://eproc.cgstate.gov.in. from time to time.

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Instructions to Bidders

1 Introduction

1.1 Project Background

1.1.1 Chhattisgarh Housing and Infrastructure Development Board (CGHIDB) is a public sector undertaking of the Government of Chhattisgarh. It is a Board, constituted in terms of Chhattisgarh Housing Board Act, 1972 (No. 3 of 1973). After formation of the State of Chhattisgarh in November 2000, Housing Board was one among the several Boards and Corporations liquidated by the Government. Later, however, the Government in 2004 revised its earlier decision and formed Chhattisgarh Housing Board vide Notification No. 177/3236/32/2003 dated 12-02-2004. Chhattisgarh Housing and Infrastructure Development Board is the main arm of the Government of Chhattisgarh for implementing its Housing sector projects and polices.

1.1.2 The mission of CGHIDB is to guarantee universal access to quality housing, complete with essential support infrastructure, by harnessing resources and fostering substantial investment in the housing sector. This is achieved through fostering robust collaborations among public entities, private sector partners, cooperative bodies, self-help groups, and local government institutions. The CGHIDB is dedicated to advocating for cohesive housing projects that not only provide safe and sustainable living spaces but also contribute to the creation of vibrant communities. These communities are strategically located to offer residents easy access to economic prospects and essential services, including healthcare, education, and social amenities, thereby promoting a well-integrated social and economic environment.

1.1.3 The hospitality industry has undergone a significant transformation, shifting from its traditional role of offering basic boarding and lodging to becoming a hub of memorable experiences for travelers. In today's competitive lodging landscape, guests' expectations are continually rising, prompting hotels and resorts to innovate and enhance their offerings. Modern travelers seek not just accommodation but world-class amenities and exceptional services that contribute to an unforgettable stay. As such, properties must constantly adapt and evolve to cater to the desires of guests who wish to create cherished moments with their loved ones during their travels.

1.1.4 With this RFP, the Authority invites proposals for the selection of a reputable agency or firm to develop, operate and maintain “the Queens Club of India, VIP Road, Raipur” for the duration of the term as stated in the RFP. The selected entity will be responsible not only for the day-to-day operations and management of the clubhouse but also for actively promoting the establishment to enhance its market presence. Additionally, the agency or firm will be tasked with the diligent upkeep of the property, ensuring it remains in excellent condition throughout the license period. At the conclusion of the term, the property must be returned to the Authority in a state that meets or exceeds the agreed-upon standards.

1.1.5 CGHIDB has initiated a competitive bidding process to identify and select a qualified agency to which the project will be awarded. The following are concise details of the project:

Name of the “Project”
RFP for ‘Selection of an Agency for Development, Operation & Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on license, development, operation and transfer basis on PPP mode”

1.1.6 The CGHIDB, Government of Chhattisgarh (hereinafter referred to as "the Authority"), intends to appoint an agency for the Development, Operation and Management of

the Queens Club of India, situated in Raipur, Chhattisgarh. The engagement will be on the basis of an Annual License Fee in addition to an Upfront Premium for a primary term of twenty (20) years. The project may be eligible for renewal for one subsequent term of ten (10) years, subject to a total potential duration of thirty (30) years (20+10 years). Notwithstanding the foregoing, the Authority reserves the exclusive right to evaluate the performance and suitability of the agency for extension after the initial term. The Authority also retains the prerogative to issue a new bidding process for the premises at its sole discretion, should it be deemed necessary following the first twenty-year period.

1.1.7 Sealed bids are invited for Project. The summary of premises is as follows:

A top-end cosmopolitan Social and health clubhouse "Queen's Club of India" situated at VIP Road Raipur, Chhattisgarh having Land Area: 1.911 Acre (approx. 7733 sqm)

The project details are as follows:

S. No	**Project Sites**	**Scope**	**Plot Area**	**Geo-coordinates**	**Estimated Project Cost**
i.	Existing Facilities on Project Site	Renovation, refurbishment, Operation and Maintenance	7733.7sqm	21.235784 81.682258	INR 26.79 Crore
ii.	Tennis Court area on Project Site	Design, Built, Operation and Maintenance	1120 sqm (included in total area)	21.235875, 81.683085	

1.1.8 Consortium or Joint Venture with a maximum of 2 agencies/firms (including lead member) is allowed to participate in this bid.

1.1.9 The Selected Bidder (the "**Agency**") shall be responsible for Development, Operation and Maintenance of the Queen's Club of India on License, Development, Operation and Transfer (LDOT) basis in accordance with the provisions of the Agreement (the "**License Agreement**"), to be entered into between the Agency and the Authority. The selected agency will have to pay a one-time Upfront Premium and Annual License Fee for the development and operation rights provided in the premises of the property.

1.1.10 The scope of work shall essentially include development of additional rooms, operation and maintenance, management of Queens club of India. The key scope includes following components.

1. Renovation, refurbishment, Operation, Maintenance, management and transfer of existing club facilities.
2. Development, operation, maintenance, management and transfer of new rooms, banquet and sport facilities on the land as specified in the bid documents.

The key terms are provided in section 4 of this document and detailed scope of work along with Mandatory Development Obligations are specified in the License Agreement. In consideration of undertaking the Agreement obligations of the project and other related payment obligations towards Authority, the Agency shall be entitled to undertake the activities permitted as per the details therein the License Agreement.

The Scope of Work and related obligations of the selected bidder shall be governed by the terms of these Bidding Documents and the License Agreement.

The License Agreement and the Schedules set forth the detailed terms and conditions for grant of the License to the Agency, including the scope of the services and obligations of the Agency.

1.2 Definitions

1.2.1 The term “Agency” shall mean and include the person or persons, firm or company who has been appointed as Licensee for Queen’s Club of India, by the CGHIDB.

1.2.2 The term “**Upfront Premium**” shall mean the premium quoted by the bidder in its offer which is more than Reserve Price (Upfront Premium) decided by the authority. Additionally, the annual license fee of 10% of the upfront premium quoted by the successful bidder, has to be paid by the bidder to the Authority from the date of execution of agreement for the Queens Club of India. The annual license fee will attract an escalation rate of 7% per annum throughout the Agreement Period.

1.2.3 The term “**Contract**” or “**Agreement**” shall mean and include: All the tender documents but not limited to Tender Notice, RFP, License Agreement or any corrigendum/ Addendums.

1.2.4 A “**Day**” shall mean a day of 24 hours from 00:00:00 AM to 23:59:59 PM irrespective of the number of hours worked in that day, unless otherwise specified.

1.2.5 The term “**Designated Officer**” shall mean the officer appointed or designated by CGHIDB to monitor the project.

1.2.6 The “Area” means the area which shall only be used for providing for services defined by the Authority in the scope of work.

1.2.7 The term “**Agency**” and “**Bidder**” are used synonymously in this document.

1.2.8 The term “**Reserve Price**” is the minimum amount over and above of which the Agency shall quote the Upfront Premium to be paid to CGHIDB for the Development, Operation & Maintenance and Management of the Queens Club of India. The applicable GST shall be paid by the agency, which is over and above the quoted upfront premium.

1.2.9 **Development Rights**: The Developer shall be granted the exclusive rights to design, construct, and develop additional rooms over the identified area as stated in the License Agreement within the Project Land. Such Development Rights shall include the entitlement to undertake construction as per the approved plans, obtain necessary statutory clearances, and integrate the additional rooms with the overall project facilities. The Developer shall also have the right to commercially utilize, operate, maintain the developed rooms in accordance with the provisions of this Agreement and applicable laws, subject to compliance with prescribed standards, regulations, and approvals of the Competent Authority.

1.2.10 **Club**: The Club shall mean the physical structure or place where members of the club meet for shared interests such as sports, restaurants, hospitality, social activities, hobbies etc.

1.2.11 The terms and conditions based on which the Bidder is selected for allotment of project shall be an integral part of the RFP/Agreement.

1.2.12 The Agency shall be responsible for obtaining on their own cost all the statutory approvals/ permits/ License/ permission as required for the Development, Operation & Maintenance and Management of the club at its own cost as required under the applicable laws.

1.2.13 Agency shall during the period of Agreement, pay all rates, taxes and all other charges due and becoming due in respect of the project thereupon.

1.2.14 The Development, Operation & Maintenance and Management of the clubhouse will be governed by the terms and condition of the Agreement.

1.2.15 The statements and explanations contained in this Request for Proposal (the "RFP" document) are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency or the Authority's rights to - amend, alter, change, supplement or clarify the - scope of work, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and the Authority shall entertain no claims on that account.

1.2.16 The Authority invites single stage two envelope bid ("**Bid**") comprising of technical and financial offers pursuant to this RFP and in accordance with the terms set forth in this RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Data Sheet for submission of Bid (the "**Bid Due Date**").

1.2.17 The Selected Bidder shall undertake Development, Operation & Maintenance and Management of the Queens Club of India at Raipur in accordance with the Guidelines and Policies, if any issued by the concerned Government (Government of Chhattisgarh) through contract initially for a maximum of 20 years which may be extended by 10 years based on the satisfactory performance[1] of the Agency and at the sole discretion of CGHIDB.

1.2.18 Period for license is for 20 years (the "**License Period**") which may be extended for additional 1 term of 10 years based on the satisfactory performance and at the sole discretion of CGHIDB. The Authority reserves the right to undertake the performance review every five (05) years or at shorter interval as and when the Authority find it necessary to identify improvement in the overall facility. In case the authority finds any concerns regarding the development or operation of the asset, the Authority may seek details from the selected bidder.

1.3 Brief description of Bidding Process

1.3.1 The Authority has adopted a single stage two envelope bidding process (the "**Bidding Process**") for selection of the Bidder for award of the Project and invites Bids from eligible parties (**the** "**Bidders**").

(i) The Bidder shall submit in separate envelopes, the Qualification Proposal (the **"Technical Proposal"**) and the bid fees as part of the Bid. The Qualification Proposal involves qualification of interested parties based on their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3. Based upon the Qualification Proposal submitted by the Bidders, the Authority shall shortlist Bidders whose Financial Offers are eligible for opening in next step in accordance with the terms specified in the Bidding Documents. The financial

[1] *Satisfactory performance will mean that licensee is using the premises for the permissible activities and services as per the terms and conditions mentioned in this document without causing any damage to existing building, structure and infrastructure which are handed over at the time of agreement signing. Additionally, licensee shall not conduct any activity which can result in deteriorating brand value of the Queens Club of India and / or CGHIDB. The Licensee shall follow all its obligations including related to payments due to the Authority and shall not be at default*

offers for all the bidders are to be submitted online only. Any hard copy submission by the bidders for financial proposal will lead to disqualification of the bidder. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date.

(ii) Interested parties may download the RFP documents from the website https://eproc.cgstate.gov.in. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements.

1.3.2 As part of the Qualification Proposal, Bidder(s) would be required to furnish all the information as specified in this RFP and any other documents provided by the Authority. The criteria of pass/fail for the Qualification Proposal of the Bidders shall depend upon the Bids being responsive in terms of this RFP document and upon their meeting in entirety the minimum eligibility and qualification criteria as laid down in this RFP document.

1.3.3 The Financial Proposal (submitted online), of only those Bidders who are found to be eligible as per the evaluation of their Qualification Proposal shall be opened and evaluated.

1.3.4 In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security of equivalent to the amount of **Rs 54.00 Lakhs** (the "**Bid Security**") in favor of Executive Engineer, Division 3, CGHIDB through Demand Draft.

1.3.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the project for Development, Operation & Maintenance and Management of the clubhouse on license basis.

Bids are invited on the basis of the Upfront Premium to be paid by the bidder (the "**Upfront Premium[2]")** (Should be greater than Reserve Price) to the Authority as per the provisions hereof and particularly the License Agreement. The Agreement period is pre-determined and fixed as specified in Clause 1.2.18. After evaluation of Qualification Proposal and subject to requirements of the RFP, the aforesaid Upfront Premium shall constitute the sole criteria (the **"Bid Parameter"**) for evaluation of Bids and the selection of the Successful Bidder.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Upfront Premium to the Authority.

1.3.6 The Highest Bidder shall not be allowed to participate, in the fresh bids invited by the Authority, in case the Highest Bidder is rejected due to non-acceptance of Letter of Award issued by the Authority or due to misrepresentation made by the Highest Bidder in the first round of bidding for this Project.

1.3.7 Any queries or request for additional information concerning this RFP shall be submitted in writing and by e-mail so as to reach the officer designated in Data Sheet by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

Queries/ Request for Additional Information: RFP Document **"**Selection of Agency for Operate and Management of a top end cosmopolitan Social and health clubhouse "Queen's Club of India" situated at VIP Road Raipur, Chhattisgarh on license for 20 years and may be extendable by 10 years".

[2] excluding provision for GST and other applicable taxes

2 Instructions to Bidders

2A. General

2.1 Scope of Bids

2.1.1 The Authority invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this RFP.

2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

2.1.3 The Bidder shall furnish a Bid Security as specified in the clause no. 1.3.4 of this RFP in accordance with the provisions of this RFP. No other form of Bid security is allowed except Demand Draft as mentioned in the Data sheet.

2.1.4 The validity period of the Demand Draft shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance security under the License Agreement.

2.1.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

a) The Bidder may be a single entity or a group of entities (the “Consortium”) or a Joint Venture. However, no Bidder, applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both single entity and a Consortium including each Member of the Consortium. A Bidder shall be eligible to bid subject to the conditions set out in clause below.

b) A Bidder may bid in a consortium/JV maximum up to 02 (two) members (including lead member) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium/JV.

c) A Bidder can be

(i) a company incorporated under the Indian Companies Act, or

(ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws), or

(iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws), or

(iv) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India, or

(v) a sole proprietorship firm.

d) A Bidder is eligible to submit only one bid under this RFP.

e) A bidder must submit a separate bid along with the tender fee, EMD and all other technical and financial criteria as mentioned in the RFP.

f) The Bidder should have an average annual t**urnover equivalent to amount of Rs 10 Cr** or more in the last three financial years before the bid due date.

- To substantiate eligibility as per the aforementioned clause, a bidder may furnish financial statements along with a certificate duly certified by a Chartered Accountant.

g) The bidder should have **positive Net worth** in the last financial year as on Bid Due Date.In case the consortium/JV, all the members of consortium/JV shall have the positive Net worth in the last financial year.

h) The bid must be accompanied by the Audited Annual Reports of the Bidder for the last three (03) financial years preceding the proposal due date.

i) The financial documents that are turnover certificate, net worth, audited annual reports etc. shall be duly signed by statutory auditor or the Chartered Accountant registered with ICAI.

j) Bidder Firm (All the members of consortium / JV (if applicable) should not have suffered any financial loss for more than one year during the last three financial years, ending on bid due date.

k) State registration of the GST certificate is a mandatory requirement. Should the bidder not possess the GST certificate of Chhattisgarh by the bid due date, they are obligated to submit an undertaking as per the format given in Annexure XI. This undertaking confirms that within 30 days of receiving the LoA, the successful bidder will provide the GST certificate of Chhattisgarh to the Authority.

l) Bidder firm (Any or all the members of consortium / JV (if applicable) must not have been terminated by the Government entities in any of the similar work due to non-performance or non-compliance of the agreement conditions in past five financial years.

m) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the License Agreement or otherwise. Without limiting the generality of the above, A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

   (i) the Bidder, its Associate or a consortium or a JV (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Associate or a consortium or a JV thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject

always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, it's any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

(vi) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder Member, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

n) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, it's any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the License Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

o) For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser was engaged after a period of 3 (Three) years from the date of commercial operation of the Project.

p) This RFP is not transferable.

q) Any award of license pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2.2 To be eligible to fulfill the passing criteria of the Qualification Proposal and being short-listed for opening and evaluation of Financial Proposal, a Bidder shall fulfil the following conditions of eligibility:

a) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 3 (Three) financial years preceding the Bid Due Date, shall have experience in Eligible Project(s) as per Clause 3.2.1.

b) **Financial Capacity**: For demonstrating the financial capacity (the **"Financial Capacity"**), the bidder shall over the past 3 (three) financial years preceding the Bid Due Date, shall have an average annual turnover as per Clause 3.3.

2.2.3 The Technical and Financial Capacity mentioned in clause 2.2.2 shall be fulfilled by the Bidder subject to terms of this RFP.

2.2.4 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexures, the following:

a) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Annual Turnover of the Bidder, as at close of the preceding financial year, and also specifying that the methodology adopted for calculating such Annual Turnover conforms to the provisions of this Clause 2.2.4 (a). For the purposes of this RFP, Annual Turnover (the "**Turnover**") shall mean **the net sales generated by a business** in that particular financial year.

2.2.5 The Bidder should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Annexure-IV, authorizing the signatory of the Bid to commit the Bidder.

2.2.6 In case the Bidder is a Consortium, the Members thereof must furnish a Power of Attorney in favor of the Lead Member in the format at Appendix-V.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.8 A Bidder should, in the last 3 (Three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Provided, however, that where Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.78 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.1, 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associate would also be eligible hereunder;

2.2.10 The following conditions shall be adhered to while submitting a Bid:

a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making provision for incorporation of the requested information.

b) information supplied by a Bidder must apply to the Bidder, named in the Bid and not, unless specifically requested, to other associated companies or firms.

c) in responding to the qualification, Bidders should demonstrate their capabilities in accordance with Clause 3.1, 3.2 and 3.3.

2.2.11 While Qualification is open to persons from any country, the following provisions shall apply:

a) Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or

b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder.

(i) then the Qualification of such Bidder or in the event described in sub clause (b) of 2.2.11 above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Bidder.

(ii) The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

(iii) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 1 (one) year preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of Consortium

2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium shall not be allowed under any circumstances.

2.4 Number of Bids and costs thereof

2.4.1 Only one bid is allowed per bidder and no bidder shall submit the multiple bids for the Queens Club of India.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4.3 A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.5 Site visit and verification of information

2.5.1 Bidders are advised to submit their respective Bids after visiting the Project site and before attending Pre Bid meeting ascertaining for themselves the site conditions, traffic, location, surroundings, Market (footfall), climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Irrespective of whether the bidder carries out such studies as required, submission of proposal by a prospective bidder would imply that the bidder has carried out such studies as required for submission of proposals and no claim whatsoever shall be entertained at a later stage on account of deviation.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of this RFP.

b) received all relevant information requested from the Authority.

c) agreed to be bound by the undertakings provided by it under and in terms hereof.

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.45 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters as stated in this document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the License Agreement by the Bidder.

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or

annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if.

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

2.7.4 Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

a) invite the remaining Bidders to match the financial Bid of disqualified bidder in accordance with RFP; or

b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Agency, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the License Agreement, or otherwise.

2.7.6 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.7.7 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7.77 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2B Documents

2.8 Contents of the RFP

2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.10.1

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation and Evaluation of Bids
Section 4. Terms and Conditions
Section 5. Fraud & Corrupt Practices
Section 6. Pre-Bid Conference
Section 7. Miscellaneous

Appendices

Appendix I Letter Comprising the Bid
Annexure I Particulars of the Bidder
Annexure II Statement of Legal Capacity
Annexure III Statement of Financial Capacity
Annexure IV Power of Attorney
Annexure V Power of Attorney for Lead Member of Consortium
Annexure VI Bank Guarantee for Performance Security
Annexure VII Joint Bidding Agreement
Annexure VIII Details of Existing Experience / Property / Project
Annexure IX Guidelines of the Department of Disinvestment
Annexure X Format of Financial Bid
Annexure XI Format for Undertaking

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing in accordance with Clause 1.3.77 They should send in their queries before the date specified in the schedule of Bidding Process contained in Data sheet. The Authority shall endeavor to respond to the queries at the earliest. The Authority will upload all the queries and its responses on the website: https://eproc.cgstate.gov.in without identifying the source of queries.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be uploaded on the https://eproc.cgstate.gov.in only. The Bidders must submit their Bids in compliance of the latest updates, addendums, modifications or amendments issued by the Authority. The Authority does not assume any responsibility to bidders, who fails to submit their bids in accordance with latest updates, addendums, modifications or amendments issued by the Authority before Bid Due Date. In such case the Authority may reject any bid for the non-compliance of hereunder.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may extend the Bid Due Date.

2C Preparation and Submission of Bid

2.11 Language

2.11.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. 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.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Qualification Proposal in the format specified in Annexure I-IX, together with the documents specified in Clause 2.13.2 The Bidder shall submit the Financial Proposal online in the format specified in Annexure-X on the https://eproc.cgstate.gov.in/ portal only. Both the envelopes of the Qualification Proposal and the Demand Drafts shall then be sealed in an outer envelope and mark the envelope while submitting hard copied in accordance with Clause 2.13.3, 2.13.4 and 2.13.5.

2.13.2 Each Qualification Proposal envelope shall contain:

a) Qualification Proposal in the prescribed format (Appendix-I) along with Appendices as stated in clause 2.8 along with supporting documents.

b) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate.

c) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years.

d) Bid Security to be paid through Demand Draft.

e) Bid Document cost to be paid through Demand Draft.

2.13.3 The envelopes having the Qualification Proposal and Demand Drafts shall clearly bear the following identification:

Bid for: **'Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode'**, and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date shall be indicated on the right-hand corner of each of the envelopes.

2.13.4 Address for corresponding:

Attn. To:	**The Executive Engineer**
Authority:	Chhattisgarh Housing and Infrastructure Development Board
Address:	Division-3, Moulshree Vihar, RAIPUR (C.G.)
E-mail address:	cghbdiv03@gmail.com
Phone no.:	97532 66721
Website	https://cghb.gov.in/

2.13.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 Bids should be submitted up until as per schedule and the Bid Due Date specified in Data Sheet.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

2.15.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “Modification”, “Substitution” Or “Withdrawal”, as appropriate.

2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2D. Evaluation Process

2.17 Opening and Evaluation of Bids

2.17.1 The Authority shall open the Qualification Bids as per the schedule and the Date mentioned in Data Sheet, at the place specified in Clause 2.13.4 and in the presence of the Bidders who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Qualification Bids in accordance with the provisions set out in clause 3.6.

2.17.4 Bidders are advised that qualification of Bidders will be entirely at discretion of Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.17.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for evaluating the Technical and Financial Capacity of the Bidder.

2.17.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluating the Technical and Financial Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.

2.17.9 The Bidders who meet the eligibility criteria set forth in Clauses 2.2.1 and 2.2.2 will be shortlisted and eligible for opening the Financial Proposal.

2.17.10 Generally, the Project will be awarded to the Highest Bidder whose bid is more than the reserve price.

2.17.11 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.17.12 The proposed License Agreement shall be deemed to be part of the Bid

2.18 Validity of Bids

2.18.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority

2.19 Confidentiality

2.19.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.20 Tests of Responsiveness

2.20.1 Prior to evaluation of Qualification Proposal, the Authority shall determine whether each Qualification Proposal is responsive to the requirements of the RFP. A Qualification Proposal shall be considered responsive only if:

a) it is received as per format at Appendix-I

b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;

c) it is accompanied by the Power of Attorney for signing the Bid

d) it contains all the information and documents (complete in all respects) as requested in this RFP.

e) it contains information in formats same as those specified in this RFP.

f) it contains certificate from its statutory auditors/Charted accountant (as per requirements of RFP) in the format specified at Annexure-III of the RFP.

g) it is accompanied by Bid Document cost and Bid Security.

h) it does not contain any condition or qualification; and

i) it is not non-responsive in terms hereof.

2.20.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.21 Clarifications

2.21.1 To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If a Bidder does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2E. Qualification and Bidding

2.22 Short-Listing and Notification

2.22.1 After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed qualified Bidders whose Financial Proposals shall be liable to be opened. At the same time, the Authority would notify the other Bidders that they have not been shortlisted. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.23 Submission of Bids

2.23.1 The Bidders are requested to submit a Bid in the form and manner set out in the Bidding Documents.

2.24 Proprietary Data

2.24.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

2.25 Correspondence with the Bidder

2.25.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2F. Bid Security

2.26 Bid Security

2.26.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.3 and 2.1.4 hereinabove.

2.26.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free

2.26.3 Save and except as provided in Clauses 2.1.3 and 2.1.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Bidders may by specific instructions in writing to the Authority give the

name and address and account details of the person in whose account the refund to be processed. failing which it shall be refunded in the account from where the Bid security was deposited initially.

2.26.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Agency signing the License Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the License Agreement.

2.26.5 The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified in Clause 2.26.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.

2.26.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the License Agreement, or otherwise, under the following conditions:

a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP.
b) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
c) the Selected Bidder fails within the specified time limit -
   i. to sign and return the duplicate copy of LOA; or
   ii. to sign the License Agreement; or
   iii. to furnish the Performance Security within the period prescribed in this RFP or License Agreement.
d) the Selected Bidder, having signed the License Agreement, commits any breach thereof.

3 Criteria for Evaluation of Bids

3A. Qualification Proposal

3.1 Evaluation Parameters

3.1.1 Bidders have to meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2 and as per this Section 3. Bids of Bidders who do not meet these criteria shall be rejected.

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

a) Technical Capacity; and

b) Financial Capacity

3.2 Technical Capacity for purposes of Evaluation

3.2.1 Subject to the provisions of Clause 2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience**") in relation to eligible projects as stipulated under this clause 3.2.1 (the "**Eligible Projects**"):

For demonstrating technical capacity or experience (the "Technical Capacity"), the Bidder shall, over the past 10 (Ten) financial years preceding the Bid Due Date, have:

(a) Operated, maintained, and managed OR Developed, operated, maintained and managed, one (01) "**Functional Eligible Project"** for at least three (03) financial years continuously with a Build Up Area of (BUA) at least 6400 sq mt in that Eligible Project,

OR

(b) Operated, maintained, and managed OR Developed, operated, maintained and managed, two (02) "**Functional Eligible Project(s)**" for at least three (03) financial years continuously with each of such Eligible Project having a Build Up Area of at least 4000 sq mt in that Eligible Project.

OR

(c) Operated, maintained, and managed OR Developed, operated, maintained and managed three (03) "Functional Eligible Project(s)" for at least three (03) financial years continuously with each of such Eligible Project having a Build Up Area of at least 3200 sq mt in that Eligible Project.

Note:

i. In case of consortium, cumulative experience of both members of the consortium shall be eligible for evaluation.

ii. For the purpose of Technical **Capacity**, "**Developed**" shall mean:

In case the Eligible Project is developed under a separate legal entity, the Bidder should have held a minimum of 26% (twenty-six per cent) of the paid up and subscribed equity of such legal entity under which that Eligible Project has been developed for the entire period for which "Developed" experience is being claimed,

OR

In case the Eligible Project is not developed under a separated legal entity but under the Bidder itself, the Bidder should have paid more than 50% (fifty per cent)

of the capital cost of the Eligible Project(s). The same shall have to be certified by a Statutory Auditor. In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), the same is to be certified by a CAG-empaneled Chartered Accountant.

iii. The Functional Eligible Project shall be from Hospitality /Club/ Resorts or sectors related to the same.

iv. If the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in a specific Functional Eligible Project, the experience of that Functional Eligible Project, for the purpose of Technical Capacity, will not be taken into account more than once.

v. It is be noted that the bidder if selected, no later than 3 (three) months after Appointed Date (Appointed Date as defined under the License Agreement), shall be required to enter into an agreement for Construction and Development of the Project, in accordance with the requirements of the License Agreement, with an entity having experience in construction and development for area as mentioned in Functional Eligible Project(s), as provided in 3,2,1 (a) or (b) or (c) above, for at least three (03) financial years during the last Ten (10) years. In case the Bidder fails to execute such Agreement within the specified time period, the Concession Agreement shall be liable for termination.

vi. The claim for Build Up Area (BUA) shall be accompanied by a certificate either “self-certified by the bidder duly enclosing the building plan (clearly indicating the plinth area and built-up areas) approved by any local competent authority” or “issued by a Chartered Engineer”. The certificate shall include all the facilities in the project for which experience is being claimed.

vii. The Bidder shall provide with its Bid, to be submitted the following:

(a) certificate(s) from its statutory auditors[3] or its respective client(s) stating the Functional Eligible Projects Developed (payments made) or Functional Eligible Projects operated, maintained, and managed (Operation and Maintenance undertaken), as the case may be, during the past 10 (ten) years in respect of the projects submitted for evaluation of Technical Capacity as per Clause 3.2.1; In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or from the respective client.

3.3 Financial Information for purposes of evaluation

Subject to the provisions of Clause 2.2 and eligible experience (the **“Eligible Experience**”) in relation to eligible projects as stipulated under this clause 3.2.1 (the “**Eligible Projects**”), the following categories would qualify as Financial Capacity:

[3] In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a CAG-empanelled Chartered Accountant

3.3.1 To showcase the financial capacity of bidder, the Bid must be accompanied by the Audited Financial Statement of the Bidder for the last 3 (three) preceding the year in which the Bid is made.

3.3.2 In case the annual accounts for the latest financial year are not audited and therefore not available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In any case, except in the case of Individuals, the Audited Annual Reports for three years preceding the latest financial year have to be provided, failing which the Bid may be rejected as non-responsive.

3.3.3 The Bidder must establish the minimum Annual Turnover equivalent to the amount of Rs 10 Cr as specified in Clause 2.2.2 b) as the case may be, and provide details as per format at Annexure-III Format of Statement of Financial Capacity of the Bidder of Appendix I – .

Note: In case of consortium, turnover of only the lead member shall be evaluated.

3.4 Bid Evaluation Scoring Parameter

S. No.	Criteria	Total Marks	Marking System
1	A bidder has experience of operating and maintaining hotel/clubhouse/Resorts properties having minimum built-up area of 3200 Sqm over the past 10 (Ten) financial years.	20	• Experience of property with up to 30 rooms: **10 marks** • Experience of property with 30 to 50 rooms: **15 marks** • Experience of property with more than 50 rooms: **20 marks**
2	A bidder has experience of development of hotel/clubhouse/resorts properties having minimum built-up area of 3200 Sqm with project cost of Rs 16 Cr over the past 10 (Ten) financial years	20	• Experience with 2 properties: **10 marks** • Experience of 3 properties: **15 marks** • Experience of more than 3 properties: **20 marks**
3	A bidder has experience of operating and maintaining club properties having minimum built-up area of 3200 Sqm over the past 10 (Ten) financial years	20	• Experience of property with up to 30 rooms: **10 marks** • Experience of property with 30 to 50 rooms: **15 marks** • Experience of property with more than 50 rooms: **20 marks**
4	A bidder shall have an Average Annual Turnover of at least INR 10 crores over the three financial years preceding the bid due date	25	• Up to INR 25 crore: 5 marks • Greater than INR 25 up to INR 50 crore: 10 marks • Greater than INR 50 and up to INR 75 crore: 15 marks • Greater than INR 75 and up to INR 100 crore: 20 marks

S. No.	Criteria	Total Marks	Marking System
			• Greater than INR 100 crore: 25 marks
5	A bidder has experience of operating and maintaining star category hospitality property. (The recognition of star category shall be as per guidelines of Ministry of Tourism, Govt. of India)	15	• Experience of one 3-star property: **5 marks** • Experience of one 4-star property: 10 **marks** • Experience of one 5-star property: **15 marks**
Total		100	

Note:

- The bidder must score minimum 60 marks qualify the technical evaluation.
- certificate(s) from its statutory auditors or its respective client(s) stating the Projects Developed (payments made) or Projects operated, maintained, and managed (Operation and Maintenance undertaken with number of rooms), as the case may be, during the past 10 (ten) years in respect of the projects submitted for evaluation of scoring parameters.

3.4.1 The Bidder should furnish the details of Eligible Experience as mentioned in the technical criteria 3.2.1.

3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-VIII of Appendix-I.

3.4.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure-I and Annexure-VIII of Appendix-I.

3.5 Short-listing of Bidders

3.5.1 The credentials of eligible Bidders shall be measured in terms of their Technical Capacity and Financial Capacity.

3.5.2 The Bidders who meet the eligibility criteria set forth in Clauses 2.2.1, 2.2.2, 3.2, 3.3, 3.4 and the bid is responsive as per clause 2.20 will be shortlisted and eligible for opening the Financial Proposal.

3B. Financial Proposal

3.6 Opening and Evaluation of Financial Proposal

3.6.1 The Bidders who are shortlisted as per Clause 3.5 will be informed about the opening date of the Financial Proposal in writing and the Financial Proposal shall be opened in the presence of the shortlisted Bidders who choose to attend.

3.7 Selection of Bidder

3.7.1 Subject to the provisions of Clause 2.17, the technically qualified Bidder whose Bid is adjudged as responsive in terms of Clause 2.20 and who quotes the highest Upfront Premium (Which is more than Reserve Price) to the Authority for the property, shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7.2 In the event that two or more Bidders quote the same amount of Upfront Premium (the "**Tie Bidders**") for the property, the Authority shall declare the selected bidder to the bidder whose technical score is higher. If the tie still persists, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, on the date of financial bid opening, in the presence of the Tie Bidders who choose to attend.

3.7.3 In the event that the Highest Applicant withdraws or is not selected for any reason in the first instance (the “first round of bidding”) for the property, the Authority may invite all the remaining Applicants to match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder.

In the second round of bidding, if two or more Bidders match the said Highest Bidder then the Bidder whose Bid was higher in the first round of bidding shall be the Selected Bidder. For example, in the second round of bidding, if the H3 and H5 bidders in the first round of bidding offer to match the value of H1 Bidder then the H3 Bidder shall be the selected as successful Bidder.

3.7.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the 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 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.

3.7.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the issuance of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the License Agreement within the period prescribed in Data Sheet. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

3.8 Contacts during Bid Evaluation

3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.9 Bid Parameter

3.9.1 The Bid shall comprise of Upfront Premium, to be quoted by the Bidder in accordance with the provisions of this RFP and Agreement. The Bidder who offers the highest Upfront Premium shall ordinarily be the Selected Bidder for the Development, Operation & Maintenance and Management of club.

a) The Quoted Upfront Premium shall be paid in two installments as per the provisions of License Agreement.

b) Additionally, 10% of the quoted upfront premium will be the annual license fee to be paid by the Selected bidder. The Annual License Fee is to be paid in quarterly i.e. by 30th April, 31st July, 31st October and 31st January of the financial year. The bidder is bound to pay the first instalment of the License Fee within 30 days of Appointed Date. For e.g. if the Appointed Date happened on from 31st March 2026, the bidder

needs to pay the License Fee for April to June 2025 by 30th April 2025 and thereafter following the same process as defined above.

c) The Annual License Fee as arrived from the quoted upfront premium by the Bidder shall be over and above the upfront premium to be paid by the Licensee.

d) The annual license fee will increase by 7% every year till the license period from the date of commencement of operation.

e) Bidder's obligation to operate & manage as per the details set out in the License Agreement.

f) If the agency fails to pay the Annual License Fee by the due date as mentioned above, then it shall attract a penalty in accordance with provisions of License Agreement.

3.9.2 The Licensee shall deliver to the Authority within 30 days of issuance of the LOA a Performance Security equal to 5% of Quoted Upfront Premium in the Financial Proposal through Bank Guarantee/Demand Draft.

4 Terms & Conditions

4.1 General

1. The property will be handed over to the Licensee on "**As Is Where Is Basis**". The property shall be used as per purpose mentioned in Bid documents.
2. The licensee should abide by the building byelaws of the area and no such structure should be developed which is not allowed by the byelaws and other applicable laws prevalent in the area and the type of work being carried.
3. The licensee can carry any alteration of temporary[4] nature within the existing assets with prior approval of authority which will include:

a. Landscaping and temporary Site Development
b. Platforms to provide support to the temporary structures
c. Prefabricated modular structures that can dismantled whenever needed.
d. In case the licensee adopts to construct only temporary development, they can develop it by submitting the final plan with prior approval from the authority.

4. The Licensee shall be given the rights to develop, operate and maintain the property. The Licensee shall be allowed to run the property on the name of Queens Club of India, Licensee may suggest and use different name for branding of the club, only after approval from CGHIDB. Authority's Logo and name i.e. **"The Property of** Chhattisgarh Housing and Infrastructure Development Board **"**shall be placed along with the Property's name in all the banners / Name Tag and Signages as a part of promotion. Alternatively, the Authority may also direct the Licensee to incorporate such promotional materials on the requisite locations/platforms.
5. The Licensee should ensure that 75% of the unskilled jobs arising from the hotel shall be given to the local population of Chhattisgarh. A nodal officer appointed by CGHIDB will verify the details of employment every six (06) months. Licensee is required to produce the employment proof documents like EPF document, monthly remuneration payment document and attendance register, etc.
6. The license Agreement is for a period of 20 (Twenty) years extendable by 1 term of 10 (Ten) years based on satisfactory performance, mutual agreement and first right of refusal. After operating the property for a period of minimum 3 (Three) years, if the bidder is willing to withdraw from operation of the property, the bidder may quit and surrender the license after giving 3 months' notice in writing. In such cases the performance security as submitted by the licensee may be forfeited. The Licensee shall not be required to pay fresh upfront premium at the time of extension. The Annual License Fee shall continue at the compounding rate of 7% after 20th year.
7. The Licensee shall submit a performance Security equal to 5% of quoted Upfront Premium as performance Security for entire duration of license period. The performance Security may be in the form of Fixed Deposit or in the form of an irrevocable Bank Guarantee from any scheduled nationalized bank payable at Raipur.
8. If, Performance Security is in the form of Fixed Deposit, then it should be duly discharged in favour of the Authority.

[4] Temporary alterations or developments refer to modifications or additions that are designed to be reversible. These interventions can be easily removed, relocated, or dismantled as required, without causing any damage or permanent changes to the existing structures or facilities on the premises.

9. Performance security shall be forfeited in the following case

a. for non-performance or non-compliance of any term or condition as specified in the license Agreement.

b. Should any unlawful activities be detected on the premises that are prohibited by law,

c. Should any conduct occur, that could potentially tarnish the reputation of the Chhattisgarh Housing and Infrastructure Development Board or bring it into disrepute.

d. Any other reasons which are not allowed by CGHIDB.

e. The other reasons as per the provision of License Agreement

10. The Bank Guarantee/FDR will be encashed by the Authority in case of non-payment of annual license fee amount or any other dues payable to the Authority or for recovery of penalty imposed or any other statutory payments payable to respective authorities. Upon such encashment and appropriation, the Licensee shall, within 30 (thirty) days thereof, replenish the Bank Guarantee/FDR to its original level or provide a fresh Bank Guarantee/FDR as the case may be, failing which the Authority shall have the right to terminate this Agreement with Immediate effect.

11. In case of default in payment of license fee or furnishing/replenishing Bank Guarantee, Authority shall have the right to terminate this Agreement, re-enter the premises and resume possession & operation of the property as per the terms and conditions of License Agreement.

12. All rates, taxes as applicable on the license fee, Property tax, Urban land tax, assessments, charges, claims, consent fee levied by the Pollution Control Board, electricity charges, demands and other statutory liabilities arising with respect to Development, Operation & Maintenance and Management of properties shall be borne by the licensee. However, this will not include the pending utility charges/fee, penalties levies on property before handover to the licensee.

13. The licensee should obtain Licence under Food Safety & Standards Act (FSSA) 2006, from the Local Health Authority. The Licensee will be responsible for all requisite approvals, License, and permissions etc. to develop, operate and maintain the property.

14. Serving of liquor at the property is allowed subject to the approvals for concerned department. The Licensee has to arrange for the license at its own cost or as directed by the Authority.
15. Authority will assist in a timely manner all such administrative, approvals, permissions, and authorisations which the licensee may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
16. After the expiry of license Period/premature termination, the Licensee shall surrender possession of the property back to the authority in “As is Where is” basis” as on date of handover to authority as per the provisions of License Agreement.
17. Any and all electrical fittings, bathroom fittings, flooring etc. shall not be removed at the time of handing over. The Authority shall not be liable to pay any claims against the same to the Licensee.
18. The Authority or its nominated representative shall have the right to inspect the property at any time.
19. The authority will not be responsible or liable for the activities which may create the public nuisance or disturbance, the licensee shall be liable for not to create any such scenario within the premises or nearby the premises.

20. The building, furniture and property shall be insured by licensee as per the provisions of License Agreement on behalf of CGHIDB against natural and non- natural hazards/perils and the premium for such insurance will be paid by the licensee during the license period and no such claims will be reimbursed by CGHIDB during the license period.
21. The Licensee has to confine their activities only within the specified area handed over to them.
22. In case the Licensee commits breach of any of the terms and conditions and stipulation herein contained on the part of the Licensee 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. Performance security in case of termination may be forfeited and licensee shall have to vacate the property without claiming any rights to any of the investments made towards renovation, development and furniture/fixtures installed at the property during the time of the License Agreement.
23. In case of any dispute, difference or controversy of whatever nature howsoever arising under, out of or in the relation to this license Agreement including non-completion of the project, 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 forth in the license Agreement.
24. The operation of Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety Act Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/ regulations/norms as applicable from time to time. The Licensee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and Licensee from solely be liable to all third-party claims.
25. If the authority discovers any criminal activities occurring within the premises, it reserves the right to terminate the agreement with the licensee and initiate appropriate legal proceedings.
26. The licensee shall have to maintain high standards of cleanliness, courtesy and manners by his staff and shall set high standards of quality of food and hygiene, serving standards.
27. The Licensee shall make payment of electricity and water charges.
28. The Licensee shall deploy adequate number of qualified and experienced persons like Supervisors, Cooks, Waiters, Attendants, etc. to ensure efficient and high standards of services. All staff members should be provided with uniforms.
29. The Licensee must employ adult and skilled labour only. Employment of child labour would amount to breach of the terms of this Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws for Hotels /Restaurants.
30. Licensee is allowed to charge market driven rates/tariffs and other revenues from the facilities as per terms and conditions of License Agreement.
31. The Licensee shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/mechanized sweeping,

cleaning of signage all dustbins shall be properly cleaned from inside and outside and should be emptied at the end of the shifts on regular basis.

32. The Licensee shall ensure collection, screening and segregation of dry and wet garbage area. The Licensee shall also ensure the segregation of bio-degradable, non-bio- degradable and hazardous waste. Appropriate disposal as approved by applicable authority shall be the responsibility of the Licensee. Licensee shall in no way harm the environment of the place.
33. Rooms and toilets, public areas, staff toilets, terrace, back-yard and premises, etc. used by the guests/ employees shall be kept clean and hygienic round the clock.
34. The sub-letting/sub-licensing/sub-contracting of the whole premises or any services / components under the Development, Operation & Maintenance and Management obligation as stated in the agreement is not allowed as per the provisions of Agreement.
35. The Licensee is prohibited from facilitating or being complicit in allowing any unauthorized activity within the premises and outside the premises within 3 (three) meters of the radial boundary of the external periphery of the clubhouse. Provided further, in the event of any such activity taking place the Licensee or its representative shall be duty bound to report such incident immediately to the local police authorities and cooperate with such authorities in preventing such activities.
36. To obtain all statutory clearances from the State / Central Govt. authority required for operation and maintenance of the Clubhouse.
37. All construction and development shall be carried out strictly in accordance with building bye-laws, CGHIDB guidelines, and approvals from competent authorities.
38. The Licensee shall take all the necessary approvals for constructions & developments from the competent Authority.
39. The Licensee shall take the approval of design, drawings etc. from the CGHIDB prior to submission to the competent Authority.
40. The cost of construction, furnishing, and operation of project facilities shall be borne entirely by the Licensee.
41. The Licensee shall follow all the terms and conditions of License Agreement with respect to Development, Operation and Management of the project.
42. The Licensee shall be responsible for designing the external façade and carrying out renovation and refurbishment of the existing structure in accordance with state-of-the-art standards and specifications.

4.2 Dispute Resolution

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 set forth in Article 30.2.

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.

4.2.1 Arbitration

Any difference or dispute arising out of or relating to this agreement will be referred to the Commissioner, CGHIDB for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. If the above approach fails to resolve the dispute, the same will be referred to Secretary, Government of Chhattisgarh, Department of Housing & Environment for Arbitration and his decision will be final. The arbitration proceedings will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The arbitral proceedings shall be held in Raipur.

The laws of India shall govern this agreement. The courts in Chhattisgarh shall have exclusive jurisdiction.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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 and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder , as the case may be, if it determines that the Bidder , as the case may be, 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. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the License Agreement, or otherwise.

5.2 Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the 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, or after the issue of the LOA or the execution of the Contract Agreement, then the same Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the 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 practices, as the case may be.

5.3 For the purposes of this Section 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 example, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the 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 License Agreement or arising therefrom, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement and till the period of 1 (one) years from the date of signing of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 the 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 Pre-Bid Conference

6.1 A Pre-Bid conference of the interested parties shall be convened at the designated date and place as per Data Sheet. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

6.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7 Miscellaneous

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 The Authority without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

Appendix I – Letter Comprising the Bid

Ref.
Date:
To,
The Executive Engineer,
Chhattisgarh Housing and Infrastructure Development Board
Division-3, Moulshree Vihar,
RAIPUR (C.G.)

Sub: - ***"Request for Proposal (RFP) for Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode"***

Dear Sir,

Being duly bidder to represent and act on behalf of (hereinafter referred as the ***"Bidder"****), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the -* ***"RFP for Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode".***

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail. We confirm that the application is valid for a period of 180 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s *...+ (*name of the Bidder*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Chhattisgarh Housing and Infrastructure Development Board (hereinafter referred as the "**Authority"**) and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Selected Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any

project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
   a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   b. I/We do not have any conflict of interest in accordance with the RFP document; and
   c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither invite the Bidders to Bid for the Project nor bound to accept any Bid that you may receive.
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I 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 the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Selected Bidder, I agree to enter into an License Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the property and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project /License is not awarded to me or our Bid is not opened or rejected.
18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Upfront Premium and Annual License Fee and

furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal Due Date.
20. I/we offer an Earnest Money Deposit (EMD) of **INR _____- (in words _____ Only)**
21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours

Sincerely,

Date: _

Place:_

For and on behalf of: (name of the Bidder and the Company Seal)
Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation

Annexure I - Particulars of the Bidder

1. Summary
    a. Name:
    b. Country of incorporation:
    c. Address of the Corporate headquarters and its branch office(s), if any, in India:
    d. Date of incorporation and/or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contract/communication for the Authority:
    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
    g. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
    a. Name:
    b. Designation:
    c. Address:
    d. Phone Number:
    e. Fax Number:
5. In case of a Consortium:
    a. The information above (1-4) should be provided for all the Members of the Consortium.
    b. A copy of the Jt. Bidding Agreement, should be attached to the Bid
    c. Information regarding the role of each Member should be provided as per table below:

S.No.	Name of the Member	Role	Percentage of equity in the Consortium
1			
2			
3			

    d. The following information shall also be provided for each Member of the Consortium:

Sl No.	Criteria	Yes	No
1	Has the Bidder/constituent of the Consortium been barred by the (Central/State) Government, or any entity controlled by it, from participating in any project		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years ?		

6. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the past three years is given below (Attach extra sheets, if necessary).

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for last three years preceding the Bid Due Date. The financial statements shall:
   a) reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials.
   b) be audited by a statutory auditor/charted accountant.
   c) be complete, including all notes to the financial statements; and
   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

Annexure II- Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date: To,

The Executive Engineer,

Chhattisgarh Housing and Infrastructure Development Board

Division-3, Moulshree Vihar,

RAIPUR (C.G.)

Sub: - ***RFP for 'Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode'***

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorised to submit the bid.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of Bidder signatory

Annexure III- Statement of Financial Capacity

Format for the Statement of the Financial Capacity

Bidder type	Year	Name of Bidder	Turnover
Consortium Group or Single Entity	2022-23		
	2023-24		
	2024-25		
Average Annual Turnover			

Name & address of Applicant's Bankers:

€The Applicant should provide details of its own Financial Capability. If the applicant is applying for the bid in a consortium, only lead member should meet the financial criteria set forth in the RFP.

Signature of the Bidder

On The Letter Head of The Chartered Accountant Annual Turnover Certificate (As On 31st March 2025)

We statutory auditor of M/s/Mr/Mrs…….. Hereby certify that the Average Annual Turnover of M/s/Mr./Mrs……S/o / D/o …….. Shri …… (Address) ……as on 31st March …… is Rs. …….. (Rs…….. only).

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

Place:

Date:

Signature and seal of the
Chartered Accountant
Registration No.

Annexure IV- Power of Attorney

Know all men by these presents, We_____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint bidder Mr./ Ms (name), son/daughter/wife of and presently residing at , who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, Agreements and things as are necessary or required in connection with or incidental to submission of our Bid for the ***** Project's proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to CGHIDB and its affiliated board, representing us in all matters before CGHIDB and its affiliated board, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with CGHIDB and its affiliated board in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement with CGHIDB and its affiliated board.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _, 20**

For ---------- (Signature)

(Name, Title and Address) Witnesses:

1 [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure V- Power of Attorney for Lead Member of Consortium

Whereas the Chhattisgarh Housing and Infrastructure Development Board ("the Authority") has invited Proposals from interested parties for Development, Operation and Maintenance OF QUEENS CLUB OF INDIA OWNED BY CGHIDB and its affiliated board on LICENSE.

Whereas, ……., ……., ……..and …….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, Agreements and things as may be necessary in connection with the Consortium's Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …….. having our registered office at ……., and M/s. …….. having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S …….. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Agreements or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Proposal for the Project and/ or upon award thereof till the License Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……. 2..…

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

   Note: For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure VI- Bank Guarantee for Performance Security

To
The Executive Engineer,
Chhattisgarh Housing and Infrastructure Development Board
Division-3, Moulshree Vihar,
RAIPUR (C.G.)

In consideration of The Executive Engineer, Division-3, CGHIDB acting on behalf of the Chhattisgarh Housing and Infrastructure Development Board (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ……., having its office at …….. (hereinafter referred as the "agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. ……. dated …….. valued at INR. …….. (Rupees ……..), (hereinafter referred to as the "Agreement") RFP FOR LICENSE, DEVELOPMENT, OPERATION AND MAINTENANCE OF QUEENS CLUB OF INDIA OWNED BY GOCG and its affiliated board and the Agency representative having agreed to furnish a Bank Guarantee amounting to INR. …….. (Rupees ……..) to the Authority for performance of the said Agreement.

1. We, …….. (hereinafter referred to as the "Bank") at the request of the Agency representative do hereby undertake to pay to the Authority an amount not exceeding INR…… (Rupees …….) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency representative of any of the terms or conditions contained in the said Agreement.

2. We, …….. (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency representative of any of the terms or conditions contained in the said Agreement or by reason of the Agency representative's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR …….. (Rupees ……..).

3. We, …….. (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency representative shall have no claim against us for making such payment.

4. We, …….. (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency representative and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee

is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, …… (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency representative from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency representative and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency representative or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency representative (s)

7. We, …….. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank"s liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ……. day of ……., 20**

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure VII-Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the……. Day of ……20….. for the project RFP for 'Selection of an Agency for Development, Operation and Maintenance of "Queens Club of India", located at VIP Road, Raipur, Chhattisgarh, on license basis for 20 years and further extendable by 10 years'

AMONGST

1. (……. Limited, a company incorporated under the Companies Act, 1956/2013) and having its registered office at ……. (hereinafter referred to as the "First Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

A N D

2. (……. Limited, a company incorporated under the Companies Act, 1956) and having its registered office at ……. (hereinafter referred to as the "Second Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

(A)(THE Chhattisgarh Housing and Infrastructure Development Board having its registered office at Paryawas Bhawan, Naya Raipur (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal No……. dated …….. (the "RFP") for providing property _____ at _____ on License to private Investors for Development, Operation and Maintenance for 20 Years which is extendable by one term of 10 years.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **"Consortium"**) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only though this Consortium and not individually and\/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (SPV) under Indian Companies Act 1956/2013 for entering into an License Agreement with the Authority and for performing all its obligations as the selected bidder in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the Consortium shall become effective.

b) Party of the Second Part shall be _____ (Consortium member, shall be responsible for obligations as per this joint bidding agreement under this RFP.)

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the License Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge :

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable Organizational documents thereof;

(iv) violate any clearance, permit, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other

instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the project in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

(a)This Joint Bidding Agreement shall be governed by laws of (India).

(b)The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of	For and on behalf of
PARTY OF THE FIRST PART	**PARTY OF THE SECOND PART**
By:	By:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
For and on behalf of	

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure VIII - Details of Existing Experience / Property / Project

Sr. No.	Name	Hotel/ Club House	Number of rooms/beds	Operational Since	Currently Operational (Yes/No)	Built up Area (in sqm)	Ownership (in case of consortium partner)
1							
2							
3							
4							

Note:

1. In case of consortium/JV, please mention ownership of the experience / project / assets, whether Lead member or consortium member.
2. Please Submit relevant document (Business Registration / FSSAI Food Business License / GST Registration / Bar License etc. as applicable) against each of the properties shown above.
3. In case the bidder wants to add more properties in the table, he/she can add more rows to share the information.

Annexure IX - Guidelines of the Department of Disinvestment

(Refer Clause1.3.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

(SD/-)

(A.K. Tewari)

Under Secretary to the Government of India

Annexure X - Format of Financial Bid

(to be submitted online Only)

To
The Executive Engineer,
Chhattisgarh Housing and Infrastructure Development Board
Division-3, Moulshree Vihar,
RAIPUR (C.G.)

Dear Sir,

Sub: RFP for Selection of an Agency for Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode

We are submitting our financial bid as under:

Sr. No	Name of Property	District	Upfront Premium INR– Reserve Price (in numbers)	Quoted Upfront Premium INR (in numbers)	Quoted Upfront Premium (in words)
1	Queen's Club of India	Raipur	15,00,00,000/-		

Date

Name of the authorized person

Signature & Seal

ANNEXURE XI – Format for Undertaking

Date:

To,
The Executive Engineer,
Chhattisgarh Housing and Infrastructure Development Board
Division-3, Moulshree Vihar,
RAIPUR (C.G.)

Subject: Undertaking for Submission of GST Certificate of Chhattisgarh
Dear Sir/Madam,
I/We, [Name of the Bidder/Company], having our registered office at [Address], hereby declare and undertake that:

1. I/We do not possess the GST registration certificate of the State of Chhattisgarh as on the bid due date for the tender/contract titled [Tender/Contract Name and Reference Number].
2. I/We understand that possession of the GST certificate of Chhattisgarh is a mandatory requirement for this bid.
3. I/We undertake to obtain and submit the GST registration certificate of Chhattisgarh to the Authority within 30 (thirty) days from the date of issuance of the Letter of Award (LoA).
4. I/We acknowledge that failure to submit the GST certificate of Chhattisgarh within the stipulated time may lead to cancellation of the contract and forfeiture of any bid security as per the terms and conditions of the tender.

.
Thanking you,
Yours faithfully,
For and on behalf of
[Name of the Bidder/Company]
Signature:
Name:
Designation
Seal/Stamp