

Madhya Pradesh Tourism Board
(CIN): U75302MP2017NPL043078
6th Floor, Lily Trade Wing
Jahangirabad, Bhopal Madhya
Pradesh, India. Pin code – 462008,
Website: www.tourism.mp.gov.in

“RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board ”

NIT No: 2744/2023/E&M/MPTB

System No: 2023_MPTB_273515

3rd May 2023

Bids are invited for **Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board.** The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> www.tourism.mp.gov.in For any other information, contact **+91-9407057416** or email on cs.mptb@mp.gov.in. Last date and Time for online submission is 30/05/2023- 03:00 PM.

Managing Director

The Managing Director on behalf of Madhya Pradesh Tourism Board

invites RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board.

1	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board, Bhopal
2	A Pre-Bid Conference will be held: Yes Date:15/05/2023 Time: 12:00 p.m. Venue: Madhya Pradesh Tourism Board, 6th Floor Lily Trade Wing, Jehangirabad, BHOPAL - 462003.
3	Proposal should remain valid for 180 days from the proposal due date
4	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
5	Method of Selection: QCBS (Quality and Cost Based Selection)
6	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online & Offline) ii. Financial Proposal (To be submitted Online Only)
7	An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal.
8	The Amount for EMD: Rs. 1,00,000/- only (Rupees One Lakh only) to be submitted Online Only through MP E Procurement portal (www.mptenders.gov.in) only along with technical proposal.
9	EMD of the bidders not selected will be returned not later than 120 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.
10	Performance security: 10 % of order value shall be submitted before Agency's execution of the order
11	All correspondence shall be addressed to: Managing Director, Madhya Pradesh Tourism Board, 6th Floor Lily Trade wing, Jahangirabad, BHOPAL - 462003 Tel: 0755-2780600 Website: www.tourism.mp.gov.in Email : cs.mptb@mp.gov.in
12	Date for public opening of Technical Proposal: 31/052023 at 03:00 p.m.
13	Date of presentation: - To be informed
14	Date of opening of financial Proposal: To be informed
15	Cost of RFP document to be paid: Yes, Rs.11,800/- (Rs. Eleven Thousand Eight Hundred only) including GST to be paid online only through MP E- procurement portal towards non-refundable EOI Document Fees and Rs. 295/- (Rupees Two hundred and ninety-five only) towards non-refundable e-procurement processing fees through online payment at e-Procurement portal (www.mptenders.gov.in).

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Madhya Pradesh Tourism Board (“MPTB or Authority”) or any of its employees or advisors, is provided to Applicants 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 the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to various services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for rendering the services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. BACKGROUND

1.1 Madhya Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the centre of country. It has been home to cultural heritage of Hinduism, Buddhism Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state globally. All the tourism related initiatives of the Government of Madhya Pradesh (GoMP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of GoMP.

1.2 MPTB intends to appoint a Transaction Advisory Service on regular basis for tenure of **1 (one) year (contract period may be extended on year-to-year basis for further 2 years)** for supporting MPTB and Managing Director, MPTB for Planning of various works as suggested by them from time-to-time, by inviting tenders from eligible agencies from open market.

2. SCOPE OF WORK

The scope of work for the Transaction Advisers will be as follows, and will be determined from time-to-time by Madhya Pradesh Tourism Board.

2.1 Transaction Advisory Services

The Transaction Advisor Team (SLPMU) shall assist MPTB in all Transaction Advisory Services pertaining to Project Preparation, including O&M for existing and newly created infrastructure, MPTB owned properties, properties owned by Tourism dept, DBOT & other PPP mode / Private Investment Mode tenders for new projects under state and central projects, procurement of goods and services for MPTB and any other Transaction Advisory Services as deemed fit by the by Managing Director-MPTB as the case may be:

- 2.1.1 To assist in development of Project & get sanction & funding from Central Govt scheme like Large Revenue Generating Scheme etc.
- 2.1.2 Study and understand the tourism canvas of the state current development, Strategy, Plans, Policies and other relevant data
- 2.1.3 Propose Innovative funding models to attract investment for various components identified in the destination development plan, exploring potential to leverage Central & State Govt. schemes, funding from bilateral/ multilateral agencies, Public Private Partnership etc.
- 2.1.4 Identification of new land parcels at potential sites, preparation of inventory of land parcels including existing land banks prepared by Tourism Board, making plans & strategies for inviting private sector investment in the field.

- 2.1.5 Undertake market study for the projects identified for PPP and Private Investment Mode, formulate commercialization strategy to identify possible alternatives for revenue maximization for the projects, preparation of block cost estimates,
- conceptualize possible PPP models which could be adopted for developing the projects, identification of broad roles & responsibilities under each option including risk allocation, formulate the transaction structure for development of project on PPP model, formulate bid strategy, implementation & phasing plan for PPP projects.
- 2.1.6 Help structure projects under PPP model to enable recovery of the investment made in such a project through innovative business & commercial practices such as commercial sales of real estates, facilitating financial contribution under various scheme of Govt. of India and exploitation of development/ rights/ concessions/ viability gap funding etc as appropriate under the applicable laws.
- 2.1.7 Prepare prefeasibility report, Techno- economic feasibility report, investment banking report & other relevant reports as required.
- 2.1.8 Assist department in establishing eligibility of the projects for financial assessment of world bank /Asian Development Bank / DFID / Other Central Govt scheme like Large Revenue Generating scheme of MoT & Other Central / States Govt is scheme / other multi-lateral & Bilateral agencies ensuring financial closure.
- 2.1.9 Proactively market the structured projects to potentials investors, both domestic & international, at appropriate stages & assist in financial closure. Structure & market the projects in such a manner so that various forms of aid, grant, viability gap funds etc from the Govt. of India, National & International institutions etc can flow into the projects.
- 2.1.10 Propose institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing for the purpose of ensuring that the project is structured & executed in line with the specification as stipulated in the detailed feasibility or other appropriate reports.
- 2.1.11 Collection, compilation and analysis of relevant financial data and land data, local laws and regulations etc. relating to all costs and revenues.
- 2.1.12 Preparation of cost estimates of the Project right from project conceptualization to selection of a private sector developer/investor. **TA shall review & comment on cost estimation contained in the feasibility report already available with the MPTB (if any).**
- 2.1.13 Assisting the Authority in identification of project risks, project feasibility, project alternatives, viability gap, available resources and in allocation of the same in an efficient and economic manner.
- 2.1.14 Identification and quantification of estimated financial impact of the Project on Government resources.
- 2.1.15 Project Monitoring activities and related consultancy services / documentation during the execution of the projects.
- 2.1.16 Incorporate tax-related issues arising out of the Project structuring;
- 2.1.17 Preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities;
- 2.1.18 Assist in preparation of Bid documents including the relevant Schedules of the Concession Agreement;
- 2.1.19 Assist Authority in entire Bid Process and selection of private partner.

- 2.1.20 In making its projections, recommendations and Reports, the TA shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto.
- 2.1.21 Provide T.A. services for private investment mode projects.
- 2.1.22 The Expenses of investor meet or stakeholder meet & marketing of project shall be borne by MPTB subject to prior approval from competent authority of MPTB.

2.2 The financial consultancy services to be rendered by Transaction Advisors are briefly explained hereunder:

2.2.1 Demand Assessment and Site Analysis

- Conduct market study and demand assessment of the project on PPP mode & PRIVATE INVESTMENT MODE basis (analysis would be based on primary interaction with key stakeholders including major players in the sector and analysis of other primary and secondary data)
- Carry out Site Analysis with regard to: location, connectivity and approach, orientation, transportation and traffic flow impact, surrounding developments, general topography, sewerage and waste water disposal, etc.
- Stakeholder consultations should be held with MPTB and other government agencies, private sector representatives, investors/financiers, etc. to incorporate feedback on potential acceptability of the PPP mode & PRIVATE INVESTMENT MODE structures.

2.2.2 Development of Financial Model and PPP mode / PRIVATE INVESTMENT MODE Options

- Develop a financial model including all assumptions for capital expenditure (CAPEX), sources of finance, operation and maintenance (O&M) costs and various possible revenue stream projections for the each of the Projects.
- Sensitivities and outputs (projected financial statements - balance sheet, cash flow, income statement, key ratio analysis, Internal Rate of Return (IRR), Debt Service Coverage Ratio (DSCR), other ratios) should be developed and analysed.
- Based on the project costs and financial model, develop alternative PPP mode / private investment mode structures with estimated costs.
- Institutional requirements for the PPP mode / private investment mode structures such as the need for a Special Purpose Vehicle, joint ventures, etc. should be identified.

2.2.3 Finalization of Project Structure:

- Prepare a final project structure which will be capable of achieving sustainable operational and financial viability, thereby balancing the risks for MPTB and viability for the private sector.
- Work out detailed technical specifications and possible alternatives for the proposed projects, including estimated costs, CAPEX requirements etc.
- Various commercial and legal options for Project structuring shall be examined to recommend a suitable PPP mode / private investment mode model and implementation structure such as concession / management contract, etc.
- Analysis should include feedback on potential acceptability of the PPP mode / private investment mode structure by developers and lenders.

2.2.4 Transaction Advisor Team

The TA team (SLPMU) shall be responsible for review of the financial parameters and technical parameters and examination of the viability of the Project. The TA will also render advisory services for conducting the bid process for selection of the private partner for the project. The TA shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During

interaction with the bidders and stakeholders, the TA shall assist the Authority in responding to all queries satisfactorily and within the specified time. The TA shall render advisory services up to the signing of the Concession Agreement.

2.2.5 Compilation and analysis of Data

The TA shall, based on the available information, compile and analyse the financial, Technical and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.

2.2.6 Cost estimation

Financial and technical Feasibility Report, along with the Concession Agreement will indicate the nature and extent of infrastructure, basic design, facilities and services to be provided by the private partner. He shall ensure that appropriate provisions have been made for physical and price contingencies, financing costs, interest during construction, etc. The TA shall also make a broad assessment of O&M expenses to be incurred by the private partner during the entire agreement period based on standards and specifications laid down in the Manual.

2.2.7 Estimation of revenue

The TA shall evaluate the available data and information with a view to preparing a reasonable estimation of the likely revenues of the private partner from the user charges likely to be collected from the Project and from other sources of revenue, if any. It shall propose various options for optimizing such revenues.

2.2.8 Impact of Project on Government Resources

The TA shall also identify and quantify the estimated financial impact of the Project on the resources of the State Government both financial and non-financial.

2.2.9 Development of Revenue Model

The TA shall identify and quantify all costs, expenses and revenue of the Project and shall prepare cash-flow statements for the agreement period. Based on the above, the TA shall prepare the Revenue Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. (The "Revenue Model"). This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

2.2.10 Project Appraisal

Based on the parameters specified in the draft Bid documents as well as the Revenue Model, the TA shall prepare an Appraisal Report for the Project outlining the salient features of the Project, its financial viability and its social and economic benefits. The TA shall work out the financial viability of the Project with a view to estimating the likely IRR over an agreement period of 10 (ten) years, 15(fifteen) years, 20 (twenty) years, 25(twenty-five) years and 30 (thirty) years or more as decided by the MPTB. The TA shall estimate the capital costs, technical drawings, estimates, O&M costs, revenues etc. and prepare a financial appraisal report for the Project (the "Appraisal Report").

2.2.11 Assistance in preparation of Bid Documents

The TA shall assist in preparing the Request for Proposal and draft Concession Agreement to MP Tourism Board. The TA may also suggest improvements in the development plan and in the Bid Documents for project specific purpose.

2.2.12 Assistance in the Bid Process

The TA shall assist the Authority in the bid process for selection of the private partner from among the Bidders and till the signing of the Agreement with the private partner. This will primarily relate to participation in pre-bid meeting and answering questions or issuing clarifications with the approval of the Authority. The TA shall also assist the Authority in engaging with the bidders on different aspects of the project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

2.2.13 Bid process management-

Assist in preparation of bid documents such as EOI, RFQ, RFP, agreements & project information memorandum, assist in conducting pre bid meetings & other discussions with potentials bidder, assist in evaluation of bids & identification of preferred bidder, assist in issue of LOA & signing of the concession agreement.

2.2.14 Assistance in selection of the preferred Bidder

The Authority intends to select the preferred bidder on the basis of the Proposals received from pre-qualified bidders. The TA shall assist the Authority in evaluating the technical and financial proposals and in engaging with the selected bidder till execution of the Concession Agreement. Financial closure is deemed to be part of the scope.

2.2.15 Rendering advisory services

The TA shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time. The TA shall be responsible primarily for providing advice relating to financial issues arising from or during the course of the bidding process and the documents relating thereto.

3. RESOURCE REQUIREMENT

TA would be required to deploy an appropriate team consisting of members / technical staff, which will be at least as per the below mentioned requirements.

- a) The team should ideally consist of resources with prior experience in preparation of Detailed Project Reports / Concept design / Consulting on various tourism infrastructure projects being planned under different models of PPP mode.
- b) Each member of the team must be a full-time employee of the bidder from the **date of signing of agreement** (except part time resources).

- c) The bidders will undertake not to sub-contract any part of this scope of work to third parties. **(Except part time resources)**
- d) The team shall be deployed on an exclusive basis(as described below in table -1) **except for part time resources; no full-time resource deployed under this project will work on any other engagement and a declaration for the same to be provided.**
- e) The bidders cannot hire from existing resources/firms deployed with MPTB during the tenure of the project, unless receipt of written request to TA firm from authorized personnel from MPTB.
- f) Assessment of capacity & experience will be checked by MPTB through conducting interviews of team members **(Physically or Virtually)** for full time & part time resources team being deployed by successful bidder. If any team member is not found suitable by MPTB, **it will have to be replaced by the agency.** If any member of team is replaced during contract period, CV of the proposed member has to be submitted to MPTB before 30 days of replacement. Capacity experience of the proposed member shall be checked by MPTB though interview basis. If proposed member is found suitable by MPTB, then replacement will be allowed.
- g) The minimum qualifications and minimum experience will be as following:

Table-1

Sn	Key Personnel	Minimum Educational Qualifications ¹	Length of Professional Experience	Experience on Eligible Assignment
1	Team Leader - cum-PPP Expert	Master's degree in Management (MBA/PGDBM)	Minimum of 10 years' experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific
2	Tourism Expert	Post-Graduate in Tourism / Management / Planning / Hospitality	Minimum 7 years of experience	S/he should have undertaken a minimum of 2 (two) Eligible Specific Assignments
3	Finance Expert	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Minimum 7 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment
4	Civil Engineer	Graduate in Civil Engineering	Minimum 5 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment

Table-2 Part Time Resources*

5	Legal Expert	Bachelors in Law & Masters in Business Admin	Minimum 5 years of experience	Experience of working with Central/ State Governments/PSU for at
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		preferred/ Masters in Law		least two relevant PPP projects in the last 3 years
6	Subject Matter Expert	As per project Requirements.		

Apart from the above following

* *The payment of the non-full time resources shall be on Pro-rata basis post the 1 month (22 days) of time allocation per annum. The CVs of all resources including legal expert to be provided in technical bid. CV of subject matter resources to be submitted as and when required. MPTB reserves the right to approve/ask for replacement of these CVs.*

4. PROJECT LOCATION

The TA team will be required to work in Madhya Pradesh throughout the duration of the project. TA Team will be placed at MPTB office Bhopal. The Services shall be performed at the locations defined by MPTB and at such locations as are incidental thereto, including Paryatan Bhavan , MPSTDC and project sites.

5. WORKING HOURS / DAYS

- 5.1. When engaged, the team will keep to the normal working hours of MPTB i.e. between 10:00 AM – 6:00 PM. In case of work exigencies, the TAS staff may need to stretch their work timings to complete any critical tasks / pending works on-time.
- 5.2. The TA team will also follow the holiday schedule of the MPTB however as and when needed the TA staff must report to work on holidays also.

6. THE SCHEDULE FOR COMPLETING THE DELIVERABLES IN FIRST YEAR :

Key Deliverable No.	Description of Deliverables	No of Projects
KD1	Identification Of projects	10
KD2	Submission of “Final Feasibility Report” and acceptance of the report by the authority	06
KD3	Preparation of BoQ & RFP Documents and Issue the RFP after approval	04 + 02*
KD4	Execution of agreement with successful bidder(investor)	02+ 02*

Note:-

- Deliverable for second year will be finalized by MPTB after completion of 1st year.
- The selected consultant shall be responsible for successful execution and completion of any ongoing projects of the MPTB after it has been handed over/knowledge transferred to them by the existing consultant. And for any particular existing project, completion of its next stage will be considered as a part of the deliverable.

- * Marked projects whose Final Feasibility Report has been done, the selected consultant shall be responsible for successful execution and completion of projects.

7. PENALTY FOR DELAY

- 7.1 In case the Consultant fails to meet the above mention deliverables, penalty may be imposed at the rate of 0.5% per month subject to maximum of 5% of total fee paid per month to the Consultant subject to timely fulfilment of all corresponding/related obligations.
- 7.2 MPTB has right to provide extension of time in deliverables if reason for delay is not in control of consultant. The decision of MD, MPTB shall be final and binding on consultant in this regard
- 7.3 In case, the agency is not able to perform as per the satisfaction of the MPTB or in case of in-ordinary delay, the MPTB reserves the right to terminate the Contract.

8. PENALTIES FOR RESOURCES

S.No.	Parameter	SLA	Penalty
1	Shortfall of attendance of Permanent Resources	If a resource is absent for 7 consecutive working days without any reasonable cause then the resource will have to be replaced, if required.	Rs. 50,000 penalty for each absentee more than 7 days during the term of the Project in addition to penalties for replacement of resources as applicable under S.No. 2 & 3
2	Substitution of CV(s) provided during the technical evaluation	Substitution of only 2 CVs will be allowed, out of all the CVs provided along with the technical bid for the period of T+30 days (i.e. 30 days from commencement of the project). In case the bidder choose to substitute any CVs, they need to substitute the same with similar or better professional	Penalty of Rs. 1 Lakhs per substitution of CVs provided along with the technical bid after the first 2CVs.
3	Replacement of Resources	Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced, penalties will apply.	1 st – 2 nd replacement – Rs. 50,000 per replacement 3 rd – 6 th replacement – Rs. 100,000 per replacement >=7 th replacement – Rs. 200,000 per replacement The penalty however, shall not be applicable in case of requirement of replacement of resources beyond the control of the agency such death or any such exigencies.

NOTES:

- a. The Replacement of Resources, if required, shall be subject to equally or better qualified and experienced professional proposed initially in the bid and to the satisfaction of MPTB. If the Bidder proposes to replace the resources, it shall submit to MPTB its proposal along with a CV of such person in the form provided at Annexure IX of the RFP for approval.
- b. For the purpose of S.No.2 and 3 of the table above,
 - "Substitution of CV(s)" shall imply substitution of personnel (whose CV was provided along with the technical bid) before his/her deployment.
 - "Replacement of Resources" shall imply replacement of the personnels after their successful deployment.

9. PAYMENT TERMS

A. Lump-sum monthly retainership fee for deployment of personnel for the TAS

Payment schedule for scope of work as TAS for Development of Tourism Infrastructure Projects in Madhya Pradesh are as follows:

Sr. No.	Stages of payment for TAS	Consultancy fees
	Mobilization Fees (First Month)	30% of the Monthly quoted fee for the first month after LOA
	Monthly retainership	70% of the Monthly quoted fee for the first month after submission of the bill For every subsequent month within T+10 days, post the submission of the monthly retainership fee bill

Note:-

- **Times sheet of manpower provided for the project will be required with fee bill.**
- Other payments to the TA Team shall include reimbursable expenses like local conveyance on site visits and travel expenses wherever applicable as per the MPTB TA rules. All official travel should be approved by the MD, MPTB. **Hence Bidders are requested not to include "Other payments" of TA team in financial proposal.**

B. Success fee for the completed assignments in Private Investment Mode

Payment schedule for scope of work as PMU for assisting MPTB in selecting parties for Private Investment Mode are as follows:

S. No.	Stages of payment for PMU	Success fees as mentioned below on total estimated project investment amount
1.	Uploading of tender documents (RFP, DCA and PIM) on e-tender website	20% of the success fee*
2	Successful selection of a private entity and Signing the agreement	80% of the success fees*

- *On uploading of tender documents on e-tender website, MPTB will pay the success fee to the PMU and which will be later recovered from the successful Concessionaire for the project. The fee (total 100% fees) is recovered from the successful Concessionaire without any financial obligation to MPTB.*
- *In case RFP is cancelled and agreement is not executed with the successful Concessionaire for any reason whatsoever, then the PMU shall Return the Success fee paid by the MPTB*
 - The “Success fee for the completed assignments in Private Investment Mode” shall be payable after the issuance of Letter of Award to the preferred bidder.

C. The “Success Fee” shall be payable as follows :

Project Cost	Percentage
For the project cost less than or equal to Rs. 10 Crore	1.5 %
For the project cost more than Rs. 10 Crore and less than or equal to Rs. 25 Crore	1.25 %
For the project cost more than Rs. 25 Crore and less than or equal to Rs. 50 Crore	1.0 %
For the project cost more than Rs. 50 Crore and less than or equal to Rs. 99 Crore	0.75%
For the project cost more than or equal to Rs. 100 Crore	0.5%

10. TENURE, COMMENCEMENT AND TERMINATION OF SERVICES

Contract will be signed with the successful bidder for a period of one year (12 months). Contract period may be extended year to year basis for further two years on the basis of performance of the agency and at the sole discretion of MPTB. Terms and Conditions will remain same as per the RFP but deliverables will be decided by MPTB for each year separately after completion of 1st year.

The TA shall commence the Services within a period of 30 (thirty) days from the date of issue of Letter of Award (“Effective Date”) to the TA by MPTB, unless otherwise agreed by the Parties.

If the TA firm does not commence the Services within the designated period as stated above, the MPTB may, by not less than 1 (one) weeks’ notice to the TA firm, declare their appointment to be null and void, and the TA shall be deemed to have

accepted such termination. In the event of termination, MPTB may opt for retendering of the project.

11. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a Single-Stage, bidding process for selection of the bidder for award of the Project. The first phase of the evaluation involves Technical Qualification of interested parties (the "Bidder"), in accordance with the provisions of this RFP.

After the first phase, the Authority will finalize a list of technically qualified Bidders (bidders securing 75 or more marks in the technical proposal) who will be selected and eligible for evaluation in the Second stage (The Financial Proposal Stage) and then only financial Bids of whom will be opened on a pre-decided date & time.

The ratio of weight towards quality (technical bid) and (financial bid) shall be 70:30. Selection of bidder – the bidder securing the highest combined Score would be preferred bidder.

12. SCHEDULE OF BIDDING PROCESS OF SELECTION OF AGENCY

S.No	Activity	Date and Time
1.	Issue of Bid Documents	03/05/2023
2	Last Date for sending Pre-Bid Queries	15/05/2023 till 01:00 pm
3	Pre-Bid Meeting	15/05/2023 at 03:00 pm
4	Bid Sale / Submission Start Date	22/05/2023 from 05:00 pm onwards
5	Bid Submission End Date	30/05/2023 till 03:00 pm
6	Opening of Technical Bids	31/05/2023 at 03:00 pm
7	Presentation	To be decided
8	Opening of Financial Bids	To be decided

13. RFP DOCUMENT

The document can be downloaded from the official website of the Authority tourism.mp.gov.in. Cost of RFP document to be paid: Yes, Rs.11,800 (Eleven Thousand and Eight Hundred Only) including GST plus e procurement portal charges as applicable to be paid online only through MP E- procurement portal (www.mptenders.gov.in).

14. ELIGIBILITY OF BIDDERS

Applicants interested in applying for the tender fulfilling the following minimum eligibility criteria may submit their duly filled bid with complete information as required as per the tender document:

S.No	Basic Criteria	Specific Criteria	Supporting documents to be submitted
1	Registered Entity	<ul style="list-style-type: none"> – An Applicant may be an independent private legal entity, partnership firm, limited liability partnership or a private limited company. – The agency should have been operational for at least 5 years. – No consortium / JV will be allowed 	Copy of Certificate of incorporation and Copy of PAN card
2	Previous Experience Technical Capability	The agency should have experience in Transaction Advisory Services for State / Central Government Departments/ Statutory authorities/ PSUs for the last 8 years.	Suitable evidence such as completion certificates from the client or work order/letter of award from the client or self-certificate of completion (Certified by the Statutory auditor/ CA) should be submitted in the specified format in annexure -VI
3	Manpower Strength	The agency should have minimum 50 regular employees on their payrolls	Proof of number of regular Employees with the Company duly certified by the HR department or other equivalent authority in the Company
4	Financial Strength	The agency should have an average annual turnover of Rs. 50 Crore (Rupees Fifty Crore only) for the last 3 financial year viz FY 2020-21,2021-22 and 2022-23	Proof of turnover of the Company for the last 3 year duly certified by the auditor.

15. GENERAL TERMS OF BIDDING

- 15.1 All documents submitted by the Applicant(s) will be treated as confidential.
- 15.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 15.3 Failure by any Applicant(s) to provide all the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 15.4 Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 15.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 15.6 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.
- 15.7 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

16. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding 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.

17. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in RFP, MPTB reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MPTB's action.

18. CONTENTS OF THE RFP

The proposal should be submitted as follows: - Technical Proposal to be submitted online only with the format includes Annexure I to XV).

19. CLARIFICATIONS

Agency may request a clarification on any of the bid documents up to 5 days before the submission date of the Proposal. Any request for clarification must be sent in writing by paper-mail (through Courier), or electronic mail to Madhya Pradesh Tourism Board. at the address indicated in the Data Sheet. MPTB will respond through website and notify the clarifications thereon at any time at least 3 days before the submission of Proposals. After this no request for clarification shall be accepted and no clarifications shall be issued by MPTB. The MPTB may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e., tourism.mp.gov.in/www.mptenders.gov.in and will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

20. AMENDMENTS MODIFICATION OF RFP

- 20.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e., tourism.mp.gov.in.
- 20.2 Any Addendum thus issued will be notified through MPTB website i.e., tourism.mp.gov.in All such amendments/addendum will become part of the bidding document.
- 20.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

21. LANGUAGE

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 translations of all the pertinent passages 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.

22. FORMAT & SIGNING OF BID

- 24.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through E Procurement portal only.
- 24.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 24.1 The Bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

23. SUBMISSION OF BID

The Bidder shall submit the Bid in two Parts as below:

I: Technical Bid

The Technical Bid is to be uploaded to be submitted online only through the website www.mptenders.gov.in

Technical Proposal

- a. The Qualification Application shall comprise of the following:
 1. Notice of Intent to submit proposal in response to the RFP Notice
 2. Details of responding firm
 3. Details of Technical capability of Responding Firm
 4. The information regarding staff (as per Annexure –IV) should be duly certified by HR Department or any equivalent Authority in Bidder's firm
 5. Certificate as to Authorized Signatories as per Annexure-VII
6. Original RFP Document, signed on each page by the authorized signatory
7. Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding three years
- b. In case of failure to submit any of the above-mentioned documents in respective format, the Authority shall be entitled to summarily reject the bid.

II. Financial Bid:

The Financial Bid is to be submitted online only through the website www.mptenders.gov.in

The Bidder shall submit its Financial Bid online only as per the prescribed format.

Financial Proposal

- a. Financial Proposal shall comprise of the financial quote of the applicants, which is calculated by taking into consideration the following parameters:
- b. –Payment towards salaries of required manpower, whose details are mentioned in point no 3;
– Other payments to the TA Team shall include reimbursable expenses like local conveyance on site visits and travel expenses wherever applicable as per the MPTB TA rules. All official travel should be approved by the MD, MPTB. **Hence Bidders are requested not to include "Other payments" of TA team in financial proposal.**
- c. The bidders are requested to use the pricing sheet, which has been uploaded on the website, for preparing their price quote i.e. Financial Quote.

- d. The bids will be evaluated on cumulative of the “Man-Month rate for each position, for deployment of personnel for the TA firm” for each month for the “Full-Time Positions” – Section –A rates shall only be considered for evaluation of financial Bid.
- e. The Financial Quote by the Applicant shall be exclusive of all the taxes, duties and levies.
- f. MPTB will make a lumpsum payment to TA Firm towards salaries at the man-month cost of the winning applicant.
- g. The financial bid should be submit online only – www.mptenders.gov.in

24. BID DUE DATE

24.1 Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.

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

25. LATE BIDS

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.

26. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

26.1 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.

26.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.

26.3 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.

27. REJECTION OF BIDS

27.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

27.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

28. VALIDITY OF BIDS

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.

29. CONFIDENTIALITY

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.

30. CORRESPONDENCE WITH THE BIDDER

The Authority shall not entertain any correspondence with from any Bidder in relation to acceptance or rejection of any Bid.

31. EARNEST MONEY DEPOSIT

- 31.1 The Bidder shall furnish, as part of its Bid, the Earnest Money Deposit (EMD) amount of Rs. 1,00,000/- (Rupees one Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security.
- 31.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 31.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 31.4 The EMD 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 Agreement, or otherwise, under the following conditions:
- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority
 - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.

- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign and return the duplicate copy of LOI
 - ii) Furnish the required Performance Security within the period prescribed there
 - iii) Sign the Agreement
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

32. PERFORMANCE SECURITY

32.1 The successful Bidder will Deposit Performance Security **equivalent to 10% of the annual contract value**, in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh Tourism Board.

32.2 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

33. OPENING & EVALUATION OF BIDS

33.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

33.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

33.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD, and Tender Fee submitted online.

33.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.

33.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if:

- I. it is received in as per the formats provided in the RFP
- II. it is received by the Bid due date including any extension there of
- III. it is duly signed and marked as stipulated in the RFP
- IV. it is accompanied by EMD as stipulated specified in this RFP
- V. it is accompanied by the Power of Attorney as specified in the RFP
- VI. it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
- VII. it does not contain any conditions or qualifications, and
- VIII. it is non-responsive thereof
- IX. it contains certificates from its statutory auditors in the formats as specified

- 33.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.
- 33.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.
- 33.8 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation.
- 33.9 The presentation shall be evaluated based on the following parameters:

34. TECHNICAL EVALUATION OF BIDS

Sn	Criteria	Maximum Marks	Scoring Criteria
1.	Project Experience	30	
(i)	Experience in 14.3.1 (a)	20	2.5 marks for each eligible project
(ii)	Experience in 14.3.1 (b)	10	2.5 marks for each eligible project
2.	Experience of Key Personnel	40	
(i)	Team Leader cum PPP Expert	15	3 marks for each eligible project
(ii)	Tourism Expert	10	2 marks for each eligible project
(iii)	Finance Expert	10	2 marks for each eligible project
(iv)	Civil Engineer	5	1 mark for each eligible project
3.	Proposed Approach & Methodology	30	
	Conceptual clarity / Understanding of the context/ Approach to the project / Proposed Methodology / Detailed Work Plan	30	Evaluation will be based on the quality of submissions, including the presentation made by the Applicant. It will be preferred if the proposed key personnel make the presentation. (Please refer Annexure-XIV)

	Total	100	

35. ELIGIBLE ASSIGNMENTS

For the purposes of determining Conditions of Eligibility and evaluating the Proposals under this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last **8 (Eight)** years preceding the PDD, shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (a) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in any sector (the “**Eligible General Assignments**”)
- (b) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “**Eligible Specific Assignments**”)

Provided that the Applicant firm claiming credit for an **Eligible General Assignment** shall have, prior to PDD, received professional fees of at least **Rs. 1 Crore (one crore)** for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least **Rs. 50 Lakh (Fifty Lakh)**.

Provided further that if the Applicant firm is claiming credit for an **Eligible Specific Assignment**, shall have, prior to the PDD, received professional fees of at least **Rs. 50 Lakh (Fifty Lakh)** for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least **Rs. 25 Lakh (Twenty-five Lakh)**.

Note: The same assignment(s) cannot be provided under both General and Specific Assignments mentioned above. The Applicant and Key Personnel may claim credit for Eligible Assignments that have been completed in the 8 (Eight) financial years preceding the PDD or have been initiated in the **8 (Eight)** financial years preceding the PDD and are currently ongoing.

- a) Tender Evaluation & Selection Committee (TESC) will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, TESC will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- b) The technical evaluation of bids will be carried out to ensure compliance with requirements mentioned in the RFP. **A minimum of 70 marks should be scored in the technical proposal for the bid to be declared technically qualified.**
- c) In Technical evaluation, the profiles of the resources proposed for the TA will be evaluated on the basis of **qualification of the resources** (refer to point no3). The technical evaluation and assigning of marks will be done subject to suitability of

all the profiles of resources as stated in point no 3, Bidders **should provide the CVs of only those resources who will be deployed for the project with all supporting documents (As stated in table 1 & table 2). No other CV should be submitted along with the bid.**

- d) To qualify the Technical Bid Evaluation, the bidder must confirm to all the requirements stated in the RFP document
- e) The ratio of weight towards quality & cost shall be 70 : 30
- f) Technical Score of **seventy (70) per cent or above will be declared as technically qualified** as per the **evaluation criterion** specified above.
- g) **Financial bids of only top three bidders will be opened who are technically qualified** and whose technical bid complies **with the requirements mentioned in the RFP document.**

36. PUBLIC OPENING & EVALUATION OF FINANCIAL PROPOSAL.

After the technical evaluation (quality) is completed, MPTB shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the tender.

The MPTB shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the tender, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened Online only.

The proposal with the lowest cost In Section – A (Fm) shall be given financial score (Sf) of 100 points.

The financial scores of other proposals should be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F= amount of financial proposal (only Section -A)

The bids will be evaluated on cumulative of the “Man-Month rate for each position, for deployment of personnel for the TA firm” for each month for the “Full-Time Positions” – Section –A rates shall only be considered for evaluation of financial Bid.

Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.7

Fw= weight assigned to financial score i.e. 0.3

The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical score, the bidder with higher/highest turnover in preceding year shall be considered as successful bidder

The firm obtaining the highest total score shall be the successful agency.

37. SIGNING OF CONTRACT

At the same time as MPTB notifies the **successful bidder that its bid has been accepted**, MPTB shall enter into a contract, incorporating all agreements between MPTB and the successful bidder as provided as a separate document only to successful bidders.

38. TIMELINES AND DEPLOYMENT OF RESOURCES

S.No.	Activity	Timeline
1	Issue of Work Order to the successful vendor	T
2	Submission of Performance Security by the vendor and completion of contract signing formalities	T+10 days
3	Placement of team in the state after fulfilment of due process of Selection	T+30 days

39. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed by the MPTB may be taken or executed by Joint Director, Planning, MPTB. The MPTB may, from time to time, re-designate one of its officials as the Authorized Representative. The TA firm, after appointment, shall designate one of its employees as TA representative, who will act as single point contact for any communication to all the resources acting as part of the TA Team.

40. DISQUALIFICATION

MPTB may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

- a. Submitted the proposal after the response deadline.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. Submitted more than one proposal.
- g. Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

41. LIQUIDATED DAMAGES

41.1 Liquidated Damages for error/variation In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Transaction Advisor and such error or variation is the result of negligence or lack of due diligence on the part of the Transaction Advisor, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Transaction Advisor by way of deemed liquidated damages, subject to a maximum of 10 %(10 per cent) of the Contract Value.

41.2 Encashment and appropriation of Performance Security the Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Transaction Advisor in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 41.1

42. OBLIGATIONS OF THE TRANSACTION ADVISOR

42.1 General

42.1.1. Standards of Performance

The Transaction Advisor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Transaction Advisor shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

42.1.2. Applicable Laws

The Transaction Advisor shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Transaction Advisor comply with the Applicable Laws.

42.2. Conflict of Interest

42.2.1. The Transaction Advisor shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

42.2.2. Transaction Advisor and Affiliates not to be otherwise interested in the Project

The Transaction Advisor agrees that, during the term of this Contract and after its termination, the Transaction Advisor or any Associate thereof and any entity affiliated with the Transaction Advisor, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Transaction Advisor shall include a partner in the Transaction Advisor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Transaction Advisor, as the case may be, and any Associate thereof.

42.2.3. Prohibition of conflicting activities

Neither the Transaction Advisor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a). during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b). after the termination of this Contract, such other activities as may be specified in the RFP; or
- (c). at any time, such other activities as have been specified in the RFP as Conflict of Interest.

42.2.4. Transaction Advisor not to benefit from commissions, discounts, etc.

The remuneration and success fee of the Transaction Advisor pursuant to clause 18 of the RFP hereof shall constitute the Transaction Advisor's sole remuneration in connection with this contract or the Services and the Transaction Advisor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of its obligations hereunder, and the Transaction Advisor shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional remuneration.

42.2.5. The Transaction Advisor and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this contract, the Authority shall be entitled to terminate this contract forthwith by a communication in writing to the Transaction Advisor, without being liable in any manner whatsoever to the Transaction Advisor, if it determines that the Transaction Advisor has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this contract. In such an event, the Authority shall forfeit and appropriate the performance security, if

any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

42.2.6. Without prejudice to the rights of the Authority under Clause 42.2.5 above and the other rights and remedies which the Authority may have under this RFP, if the Transaction Advisor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this contract, the Transaction Advisor shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Transaction Advisor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

42.2.7. For the purposes of Clauses 42.2.5 and 42.2.6, 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 Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Contract 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 Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser 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 Selection 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 Selection Process or the exercise of its rights or performance of its obligations by the Authority under this RFP;
- (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 Selection Process; or (ii) having a Conflict of Interest; and (e). "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

42.3. Confidentiality

- 42.3.1. The Transaction Advisor and the Personnel shall not, either during the term or within one year after the expiration or termination of the Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Transaction Advisor and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority;
- 42.3.2. And any other information which the Transaction Advisor is under an obligation to keep confidential in relation to the Project, the Services or this RFP ("Confidential Information"), without the prior written consent of the Authority.
- 42.3.3. Notwithstanding the aforesaid, the Transaction Advisor and the Personnel may disclose Confidential Information to the extent that such Confidential Information:
- (i). was in the public domain prior to its delivery to the Transaction Advisor and the Personnel or becomes a part of the public knowledge from a source other than the Transaction Advisor and the Personnel;
 - (ii). was obtained from a third party with no known duty to maintain its confidentiality;
 - (iii). is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Transaction Advisor and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - (iv). is provided to the professional advisers, agents, auditors or representatives of the Transaction Advisor or Personnel as is reasonable under the circumstances; provided, however, that the Transaction Advisor or Personnel as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

42.4. Liability of the Transaction Advisor

- 42.4.1. The Transaction Advisor's liability under this RFP shall be determined by the Applicable Laws and the provisions hereof.
- 42.4.2. The Transaction Advisor shall, subject to the limitation specified in Clause 42.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

42.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Transaction Advisor or on the part of any person or firm acting on behalf of the Transaction Advisor in carrying out the Services, the Transaction Advisor, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i). for any indirect or consequential loss or damage; and
- (ii). for any direct loss or damage that exceeds
 - (a) the contract Value set forth in the Financial bid, or
 - (b) the proceeds the Transaction Advisor may be entitled to receive from any insurance maintained by the Transaction Advisor to cover such a liability in accordance with Clause 42.5.2, whichever of (a) or (b) is higher.

42.4.4. This limitation of liability specified in Clause 42.4.3 shall not affect the Transaction Advisor's liability, if any, for damage to Third Parties caused by the Transaction Advisor or any person or firm acting on behalf of the Transaction Advisor in carrying out the Services subject, however, to a limit equal to 3 (three) times the contract Value.

42.5. Insurance to be taken out by the Transaction Advisor

42.5.1.

- (a) The Transaction Advisor shall, for the duration of this RFP, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the RFP and in accordance with good industry practice.
- (b). Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Transaction Advisor shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this RFP.
- (d). Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Transaction Advisor and the Transaction Advisor shall procure an undertaking from the insurance company to this effect; provided that in the event the Transaction Advisor has a general insurance policy that covers the risks specified in this RFP and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Transaction Advisor or require an undertaking to that effect.

42.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a). Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b). employer's liability and workers' compensation insurance in respect of the Personnel of the Transaction Advisor in accordance with Applicable Laws; and
- (c). professional liability insurance for an amount no less than the contract Value.

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount quoted in financial bid for one year.

42.6. Accounting, inspection and auditing

The Transaction Advisor shall:

- (a). keep accurate and systematic accounts and records in respect of the Services provided under this RFP, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Transaction Advisor’s costs and charges); and
- (b). permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

42.7. Transaction Advisor’s actions requiring the Authority's prior approval

The Transaction Advisor shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a). appointing such members of the Professional Personnel as are not mentioned in this RFP.
- (b). any other action that is specified in this RFP.

42.8. Reporting obligations

42.8.1. The Transaction Advisor shall submit to the Authority the reports and documents as may be specified by the Authority at the prescribed time periods. It would be the responsibility of the Transaction Advisor to prepare a plan for every quarter for execution of the Programme and related works in consultation with the MPTB. The Transaction Advisor will submit periodic performance reports against the plan.

42.9. Documents prepared by the Transaction Advisor to be property of the Authority

42.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Transaction Advisor (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Transaction Advisor agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Transaction Advisor .

42.9.2. The Transaction Advisor shall, not later than termination or expiration of the contract, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Transaction Advisor may retain a copy of such Consultancy Documents. The Transaction Advisor or a Third Party shall not use

these Consultancy Documents for purposes unrelated to this RFP without the prior written approval of the Authority.

42.9.3. The Transaction Advisor shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Transaction Advisor or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

42.10. Providing access to Project Office and Personnel The Transaction Advisor shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Transaction Advisor and verify the records relating to the Services for his satisfaction.

42.11. Accuracy of Documents

The Transaction Advisor shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 25.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Transaction Advisor or arises out of its failure to conform to good industry practice. The Transaction Advisor shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

43. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of principal and agent as between the Authority and the Transaction Advisor . The Transaction Advisor shall, subject to this RFP, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

44. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Authority and the Transaction Advisor shall be as set forth in the RFP, in particular:

- (a). the Transaction Advisor shall carry out the Services in accordance with the provisions of the RFP; and
- (b). the Authority shall make payments to the Transaction Advisor in accordance with the provisions of the RFP.

45. GOVERNING LAW AND JURISDICTION

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its

headquarters shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

46. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language

47. NOTICES

47.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this RFP shall be in writing and shall:

- (a). in the case of the Transaction Advisor , be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Transaction Advisor 's Representative set out below in Clause 47.2 or to such other person as the Transaction Advisor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Transaction Advisor may from time to time specify by notice to the Authority;
- (b). in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 47.2 or to such other person as the Authority may from time to time designate by notice to the Transaction Advisor ; provided that if the Transaction Advisor does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c). any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to

have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

47.2 Authorised Representatives

47.2.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this RFP by the Authority or the Transaction Advisor , as the case may be, may be taken or executed by the officials specified in this Clause 47.2.

47.2.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

47.2.3. The Transaction Advisor may designate one of its employees as Transaction Advisor 's Representative. Unless otherwise notified, the Transaction Advisor 's Representative shall be:

.....

Tel:

Mobile:

Email:

48. TAXES AND DUTIES

Unless otherwise specified in the RFP, the Transaction Advisor shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

49. FORCE MAJEURE

49.1 Definition

- (a). For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b). Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c). Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

49.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this RFP insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this RFP.

49.3. Measures to be taken

- (a). A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b). A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c). The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

49.4. Extension of time

Any period within which a Party shall, pursuant to this RFP, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

49.5. Consultation

Not later than 30 (thirty) days after the Transaction Advisor has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

49.6. Suspension of Contract

The Authority may, by written notice of suspension to the Transaction Advisor, suspend all payments to the Transaction Advisor hereunder if the Transaction Advisor shall be in breach of this RFP or shall fail to perform any of its obligations under this RFP, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Transaction Advisor to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Transaction Advisor of such notice of suspension.

50. TERMINATION OF AGREEMENT

50.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Transaction Advisor, terminate the contract if:

- (a). the Transaction Advisor fails to fulfil performance of its obligations as specified in the RFP;
- (b). the Transaction Advisor becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c). the Transaction Advisor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 51.4 hereof;
- (d). the Transaction Advisor submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Transaction Advisor knows to be false;
- (e). any document, information, data or statement submitted by the Transaction Advisor in its Proposals, based on which the Transaction

Advisor was considered eligible or successful, is found to be false, incorrect or misleading;

- (f). as the result of Force Majeure, the Transaction Advisor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g). authority reserves the right to terminate the contract in case of change in the Government policy/ procedures or unsatisfactory services.
- (h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

50.2. By the Transaction Advisor

The Transaction Advisor may, by not less than 30 (thirty) days' written notice to the Authority, terminate the Contract if:

- (a). the Authority fails to pay any money due to the Transaction Advisor pursuant to this RFP and not subject to dispute pursuant to Clause 34 hereof within 45 (forty-five) days after receiving written notice from the Transaction Advisor that such payment is overdue;
- (b). the Authority is in material breach of its obligations pursuant to this RFP and has not remedied the same within 45 (forty-five) days (or such longer period as the Transaction Advisor may have subsequently granted in writing) following the receipt by the Authority of the Transaction Advisor's notice specifying such breach;
- (c). as the result of Force Majeure, the Transaction Advisor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d). the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 51.4 hereof.

50.3. Cessation of rights and obligations

Upon termination of the contract pursuant to Clause 50.1 AND 50.2 of the RFP hereof, or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 29 hereof; (iii) the Transaction Advisor's obligation to permit inspection, copying and auditing of such of its accounts and records, as relate to the Transaction Advisor's Services provided under this RFP; and (iv) any right or remedy which a Party may have under this RFP or the Applicable Law.

50.4. Cessation of Services

Upon termination of the contract, the Transaction Advisor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Transaction Advisor and equipment and materials furnished by the Authority, the Transaction Advisor shall proceed as provided respectively by Clauses 42.9 hereof.

50.5 Disputes about Events of Termination

If either Party disputes, Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 51.4 hereof, and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

51 . SETTLEMENT OF DISPUTES

51.1. Amicable settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof.

51.2. Dispute resolution

51.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (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 Clause 51.3.

51.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this RFP 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.

51.3. Conciliation In the event of any Dispute between the Parties, either Party may call upon Principal Secretary, Ministry of Tourism or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the

Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 51.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 51.4.

51.4. Arbitration

51.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 51.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 51.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments. The place of such arbitration shall be the Bhopal where the Authority has its headquarters and the language of arbitration proceedings shall be English.

51.4.2. There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

51.4.3. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 34 shall be final and binding on the Parties as from the date it is made, and the Transaction Advisor and the Authority agree and undertake to carry out such Award without delay.

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

51.4.5. 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.

ANNEXURE – I

Notice of Intent to submit proposal in response to the RFP Notice

(To be submitted on letter head of the responding firm)

{Place}

{Date}

To,
The Managing Director,
Madhya Pradesh Tourism Board,
6th Floor, Lily Trade Wing, Jehangirabad, Bhopal
Madhya Pradesh, India. Pin code – 462008
E-mail: cs.mptb@mp.gov.in

Sub: Submission of Proposal in response to the RFP for appointment of transaction advisory services(TAS) for providing support on various tourism infrastructure works being planned under PPP mode for Madhya Pradesh tourism board

Dear Sir,

1. Having examined the RFP, we, the undersigned, herewith submit our proposal in response to your RFP No..... dt..... for Appointment of appointment of transaction advisory services(TAS) for providing support on various tourism infrastructure works being planned under PPP mode for Madhya Pradesh tourism board in full conformity with the said RFP document.

2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the RFP document.
4. The EMD of Rupees One Lakh only submitted online may be encashed if we do not submit the requisite Performance Security as per the Contract amounting to 10% of the financial bid for "Appointment of transaction advisory services (TAS) for providing support on various tourism infrastructure works being planned under PPP mode for Madhya Pradesh tourism board.", on our agency be selected.
5. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

Dated this Day of 2023

(Signature)

Duly authorised to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp

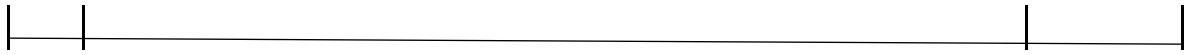
ANNEXURE II: CHECKLIST OF SUBMISSIONS

Sl No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Details of fee for Purchase of Tender Document (proof of purchase of Tender to be attached)		
2	Covering Letter		
3	Details of Bidder		
4	Technical Capacity (Experience) of the bidder		
5	Turnover (Financial Capacity) of the bidder		
6	Statement of Legal Capacity		
7	Power of Attorney for signing of Bid		
8	Details of EMD (proof of EMD submitted to be attached)		
9	Bid document along with addendum duly signed by Bidder signatory and stamped.		
10	Audited report of the balance sheet of the last three financial years of the Bidder		
11	In case financial strength is being used of the Associates than Board Resolution and Letter of Undertaking		
12	Price Bid Letter and submissions in line with the RFP requirements		
13	Company Profile and Man Power		
14	Experience certificates for similar projects (Work orders/ completion certificates/agreement/self-certificate certified by statutory Auditor or CA/		

| Certificate issued from relevant organisation) | | |

ANNEXURE III: DETAILS OF BIDDER

1.	Name of the Organization	
2.	Address & contact Numbers	
3.	Year of establishment	
4.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company/ partnership firm/Proprietary)	
5.	Name, designation, address and phone numbers, e-mail of authorized signatory of the Bidder: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address:	
6.	Whether registered with registrar of companies/ firms – mention number and date with proof	
7.	For the Bidder, state the following information: In case of non-Indian Firm, does the Firm have business presence in India? Yes/No, If Yes, provide the office address(es) in India. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No Has the Bidder, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.	



Signature:

Name:

Designation:

Affix Company seal

DECLARATION

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

Place.

Date.

SIGNATURE:

Name & Designation & seal of the Company

ANNEXURE IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and 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, deeds 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 MPTB, representing us in all matters before MPTB, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPTB 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 Authorization Agreement with MPTB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds 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, deeds 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 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

ANNEXURE V: FINANCIAL CAPACITY OF THE BIDDER

S No	Financial Year	Annual turnover from consultancy assignments (in INR)
1	2020-21	
2	2021-22	
3	2022-23	

Certificate from the Statutory Auditor

This is to certify that..... (Name of the Bidder) has an annual revenue from consultancy assignments as shown above.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

UDIN NO-

ANNEXURE VI: ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE BIDDER

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. lakh)	Professional Fees ## received by the Bidder (in Rs. lakh)
1	2	3	4	5
Projects listed for a				
Projects listed for b				

This is to certify that the above information is correct as per the accounts of the Bidder and/ or the clients.

(Signature, name and designation of the Firms authorized signatory/ Statutory Auditor/ CA)

Date:

ANNEXURE VII: ELIGIBLE ASSIGNMENTS OF BIDDER

1	Name of the Bidder	
2	Name of the Project/ Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Name and telephone number of client's representatives	
6	Estimated Cost of the Project (in Rs. Crore)	
7	Approximate value of the Contract (in Rs. Crore)	
8	Payment received by the Bidder as consultancy/ professional fees (in Rs. Crore)	
9	Duration of the Assignment	
10	Start Date of the services (month/ year)	
11	End Date of the services (month/ year)	
12	Description of the project	
13	Description of the services performed by the bidder	

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief

(Signature, name and designation of the authorized signatory)

Notes: Use separate sheet for each eligible assignment.

ANNEXURE VIII: PARTICULAR OF KEY PERSONNEL WHOSE DETAILS ARE PROVIDED BY THE BIDDER

Position for which proposed	Name	Educational Qualification	Total Experience in Number of Years/ Months	Experience with the Bidder firm in Number of Years/ Months

(Signature, name and designation of the authorized signatory)

ANNEXURE IX: CURRICULUM VITAE (CV) OF KEY PERSONNEL

1 Proposed Position:

2 Name of Personnel:

3 Date of Birth:

4 Nationality:

5 Educational Qualifications:

Name of Course	Name of Institution / University	Year of Passing

6 Employment Record:

(Starting with present position, list every employment held in reverse order.)

Name of Organization	Designation	From	To

7 Details of Specific Experience

(Details of specific assignments relevant to the position as per the evaluation criteria mentioned for the position in Clause no 3.1. – technical evaluation of team be given in the following format)

7.1 General assignment:

1. Name of the project:

2. Cost of the Project:

3. Salient Features of the Project:

4. Name of the Client:

5. Name and contact number of Client's representatives (Reference):

6. Location:

7. Position held:
8. Duration for which position held:
9. Role assigned:
10. Activities performed:

(Use additional rows for each project)

7.2 Specific assignment:

1. Name of the project:
2. Cost of the Project:
3. Salient Features of the Project:
4. Name of the Client:
5. Name and contact number of Client's representatives (Reference):
6. Location:
7. Position held:
8. Duration for which position held:
9. Role assigned:
10. Activities performed:

(Use additional rows for each project)

Certification:

(a). I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

(b). I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me including qualifications and experience. All the details submitted by me are in consonance to the experience requirements as indicated in clause of the RFP no..... dated..... of the Madhya Pradesh Tourism Board.

Signature.....	Countersigned by
.....	
Name of the Key Personnel)	(Signature, name and
Place.....	designation of the
.....	authorized signatory of the
Date.....	Bidder)

Notes:

- (i). Use separate form for each Key Personnel
- (ii). Additional rows may be added as required

ANNEXURE X: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder

Ref. Date:

To,
Managing Director,
Madhya Pradesh Tourism Board
6th Floor, Lily Trade Wing,
Jehangirabad, Bhopal
Madhya Pradesh, India. Pin code – 462008

Sub: **Bid for** “.....’

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 bidder to submit the RFP.

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-XI***FORMAT OF PERFORMANCE BANK GUARANTEE***

This Deed of Guarantee executed on this ____ day of _____, 2023

At _____ by _____, having its Head Office/Registered Office at _____ and inter-alia a Branch Office at _____

(hereinafter referred to as the Bank or 'the Guarantor', which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns)

In favour of

Madhya Pradesh Tourism Board. (MPTB), 6th floor, lily trade wing centre, Jehangirabad, Bhopal.-462008 (hereinafter referred to as "MPTB")

WHEREAS

- A. [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [_____] (herein after referred to as "the TAS", which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract for "Appointment of Transaction Advisory Services(TAS) for providing support on various tourism infrastructure works being planned under PPP mode for Madhya Pradesh tourism board.
- B. As part of the Contract, the TAS has to provide a Performance Guarantee for an amount equivalent to 10% order value in the format specified;
- C. At the request of the TAS, the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the TAS of its obligations under the said contract during the implementation period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

- A. The Guarantor hereby irrevocably guarantees the due and punctual performance by the TAS of all its obligation under the said Agreement during the implementation period;
- B. The Guarantor shall, without demur, pay to MPTB sums not exceeding in aggregate Rs. _____ (Rupees _____) within five (5) calendar days of receipt of a written demand therefore from MPTB stating that the TAS has failed to meet its performance obligations under the said contract during the implementation period. The Guarantor shall have not to go into the veracity of any breach or failure on the part of the TAS or validity of the demand so made by MPTB and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Vendor or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof;
- C. In the event of delay on the part of the Guarantor to pay on demand, the Guarantor shall be liable to pay interest at the rate of fifteen (15) per cent, compounding quarterly, to MPTB. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Performance Guarantee;
- D. The Guarantor shall also indemnify and keep MPTB indemnified against all losses, damages, costs, charges claims and expenses whatsoever which MPTB may suffer, pay or incur by reason of or in connection with any default on the part of the Vendor, including legal proceedings taken against the said TAS and/or the Guarantor for the recovery of the monies referred to above;
- E. The Guarantor hereby agrees that without the concurrence of the Guarantor, MPTB and the TAS shall be at liberty to vary, alter or modify the terms and conditions of the contract executed by the MPTB with the TAS, and in particular to defer, postpone or revise the payment schedule under the contract, modify the work at site and payment of interest or other monies under the contract on such terms and conditions as maybe considered necessary by MPTB;
- F. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security;
- G. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the TAS in favour of MPTB may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealised or lost. In order to give effect to this Guarantee, MPTB shall be entitled to treat the Guarantor as the principal debtor;

- H. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (60 days from the date of completion of period of contract) unless discharged/released earlier by MPTB in accordance with the provisions of the said contract. The Guarantor's liability in aggregate shall be limited to a sum of Rs. _____ (Rupees _____ only);
- I. This Guarantee shall not be affected by any change in the constitution or winding up of the TAS/the Guarantor or any absorption, merger or amalgamation of the TAS/the Guarantor with any other person;
- J. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

All future correspondence with reference to this Guarantee shall be made to(Bank Name and

Address).

The jurisdiction in relation to this Guarantee shall be the Courts at MADHYA PRADESH and Indian Law shall be applicable.

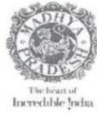
IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by _____ Bank by the hand of _____, its _____ and

authorised official.

ANNEXURE-XII

FORMAT FOR INFORMATION TO REGISTER AS VENDOR TO RETURN EMD/BID SECURITY AMOUNT ONLINE.



Madhya Pradesh Tourism Board
6th floor Lily Trade Wings, Jehangirabad, Bhopal-462008
Vendor Registration Form

1	Vendor Name (in Capital Letters)	
2	Vendor Type (Govt./Private/Individual)	
3	Contact Person	
4	Address	
5	State	
6	Mobile No	
7	Email Id	
	Bank Details	(Cancelled cheque to be attached)
8	Account Holder Name	
9	Bank & Branch Name	
10	Account No.	
11	IFSC Code	
12	PAN *(if "No" -declaration to be signed below)	
13	GST No. (Certificate to be attached) *(if "No" - declaration to be signed below)	

Date:-----

Signature with Company Seal
Name:

* DECLARATION

- I hereby declare that our firm has not been registered under GST Act.
- I hereby declare that our firm has not been allotted PAN from Income Tax Deptt.

Signature with Company Seal
Name:

ANNEXURE XIII. PRICE BID (FINANCIAL BID)**FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER
(to be submitted online only)**

To,

Managing Director,
Madhya Pradesh Tourism Board
6th Floor, Lily Trade Wing, Jahangirabad, Bhopal
Madhya Pradesh, India. Pincode – 462008

Sub: Financial Bid for “RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board”

Dear Sir,

As a part of the Bid for Selection of Agency/ firm for “RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board” we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh Tourism Board for the project.

Section – A- full time resources (total amount of section –A shall only be considered for financial evaluation)

S. No. (I)	Resource (II)	Name of the resource person (III)	Number of Resources (IV)	Total Consultancy Fee per month – Excluding GST (in INR) (v)
A	Team Leader cum PPP Expert		01	
B	Tourism Expert		01	
C	Finance Expert		01	
D	Civil Engineer		01	
E	Total Professional Fee for period of 1 Month in Figures (in INR)		04	
F	Total Professional Fee for period of 12 months in Figures (in INR) (S. No. E) X 12 (Final Quote in Figures)			

Section B- Part Time resources (Total amount of section –B shall not be considered for financial evaluation)

S. No. (I)	Resource (II)	Name of the resource person (III)	Number of Resources (IV)	Total Consultancy Fee per month – Excluding GST (in INR) (v)
A	Legal Expert		01	
B	Subject matter Expert		01	
	Total Professional Fee for period of 1 Month in Figures (in INR)		02	

#Above amounts is excluding GST which shall be paid as per applicable law and would be paid extra.

(Signature, name and designation of the authorized signatory)

NOTE:

1. The '**Total Professional Fee for period of 12 Months**' of Section –A would be taken into account for evaluation of the financial bid and Section B **Professional Fee shall not be taken into account for evaluation of the financial bid**. MPTB can avail the service of Section-B as per the requirement on rate quoted above (section B) by the bidder
2. Section – A , This will be a fixed fee which shall be applicable for the total contract period.
3. **In case of any requirement for fees to be calculated per day** etc., the same will be computed on pro-rata basis.

ANNEXURE XIV Presentation points**(Time:- 20 minutes)****(Maximum marks:- 30)****1). Profile of bidder****2). Prior PPP project experience****3). Understanding of Scope of work**

In this sub section the Bidder shall clearly state its understanding of the scope of work and also highlight its important aspects. The Bidder may supplement various requirements of the scope of work and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the scope of work. Bidder may particularly describe their understanding of tourism themes, products, destinations, detailed perspective plans, action plan to achieve the goals of the detailed perspective plan as per scope of work.

4). Approach & Methodology

In this sub section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance. and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

5). Work Plan

In this sub section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates and tables to be delivered as final output, should be included here. The work plan should be consistent with the scope of work.

ANNEXURE XV. DRAFT CONTRACT

THIS Contract("Contract") is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

Madhya Pradesh Tourism Board (FIRST PARTY), a company incorporated under Section 8 of The Companies Act, 2013, having its Registered Office at 6th Floor Lily Trade Wing Jahangirabad Bhopal- 462008, Madhya Pradesh having CIN: U75302MP2017NPL043078, herein after referred to as "MPTB/ Authority or First Party (Which expression shall unless excluded by or repugnant to the subject or context thereof include its successors and assigns) of the One part through its authorized signatory Mr.,.

AND

....., a Company incorporated under having its registered office at, hereinafter referred to as the " Transaction Advisor" or SECOND PARTY (which expression shall unless excluded by or repugnant to the subject or context thereof include its successors and assigns) of the OTHER PART through its authorized signatory Mr. , as Director.

Where As:

- A) FIRST PARTY had invited proposals vide RFP Notice No-..... Dated, for " RFP for Appointment of State Level Project Monitoring Unit (SLPMU) for Providing Transaction Advisory Services (TAS) for various tourism infrastructure project being planned under PPP mode and other projects being proposed by Madhya Pradesh Tourism Board " for selection of an Agency for the aforesaid work subject to and on the terms and conditions contained in the RFP document.
- B) After evaluation of the Bids so received, FIRST PARTY had accepted the Bid of "" a Company and issued Letter of Acceptance No dated, to it and received a confirmation from agency on

NOWHEREFORE, inconsideration of the mutual covenants, promises, assurances, representation MPTB visions set for therein, the Parties here to agree as follows:

1. In this Contract words and expressions shall have same meanings as are respectively assigned to them in the Conditions of RFP referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

S. No	Document
1	RFP dated <<***>> issued by MPTB for <<Name of RFP>> along with Schedules and Annexures;
2	All the subsequently issued corrigendum/ addendum and Pre bid Response
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Successful Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchased on <<date>> to the Successful Bidder.

3. In consideration of the Payments to be made by MPTB to Transaction Advisor as per the terms of RFP, Service Provider hereby covenants with MPTB to provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.
4. MPTB hereby covenants to pay Transaction Advisor in consideration of the provisions of the services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Contract on the date and year respectively mentioned against their signature.

Signature on behalf of the <<MPTB>>

(_____)

Name:

Designation:

Signature on behalf of <<Successful Bidder>>

(_____)

Name:

Designation:

DATE:

WITNESSED BY:

Signature

Name

Address

- 1.
- 2.