

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

**Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation
(Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of
Madhya Pradesh**

NIT No: 5409/2023/TSOMALWA/MPTB

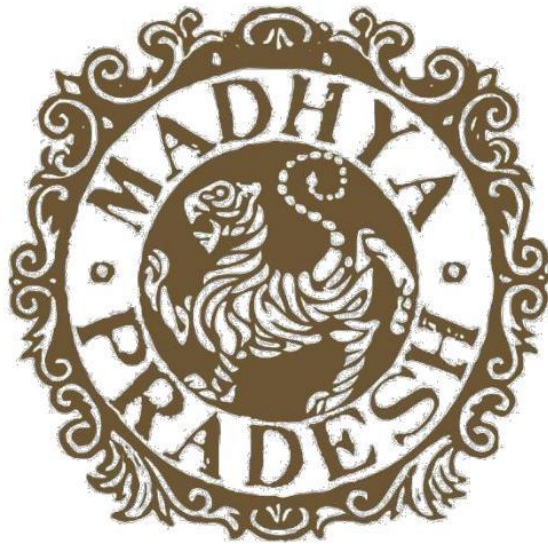
System No: 2023_MPTB_299218

14th August 2023

Bids are invited for **Engagement of Agency as Technical Support Organization (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh**. 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 contact no. **0755-2780600** or email on: dirskill.mptb@mp.gov.in . Last date and Time for online Purchase and submission is 11th September 2023 - 03:00 PM.

Managing Director

**Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation
(Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of
Madhya Pradesh**



The heart of
Incredible India

Madhya Pradesh Tourism Board

Bhopal, India

2023

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 the Authority or any of its employees or advisers, 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 or an offer 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 the Agency. 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 advisers 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 may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on 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 the Agency 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 for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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DATA SHEET

1	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board, Bhopal
2	Method of Selection: QCBS (Quality and Cost Based Selection)
3	Financial proposal to be submitted Online only
4	A Pre-Bid Conference will be held: Yes Date: 21 th August 2023 Time:15:00 PM <i>Venue:</i> Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008
5	Proposal should remain valid for 120 days from the proposal due date
6	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
7	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online Only) ii. Financial Proposal (To be submitted Online Only)
8	The Agency/Firms are required to submit Technical Proposal Online Only.
9	Cost of RFP document to be paid: Yes, Rs.11800/- (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).
10	The Amount for EMD: Rs. 50,000 Only (Rupees Fifty Thousand Only) to be submitted Online Only through MP E Procurement portal (www.mptenders.gov.in) by NEFT/RTGS/Net Banking or Card Payment only.
11	EMD will be returned not later than 180 days from Proposal Due Date, except in case of the 2 Lowest-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 completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
12	Performance Security 5% of the value of work order in form of demand draft

13	Performance Guarantee validity period -- 6 Months beyond the contract period.
14	<p>All correspondence shall be addressed to: Managing Director, Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Contact No. 0755-2780600 Email: dirskill.mptb@mp.gov.in Website: www.mptourism.com</p>
15	Date for Opening of Proposal: 12 th September 2023, 15:00 PM
16	Expected date for Presentations of eligible bidders: will be on 15th September 2023 at 11 AM Onwards of shortlisted bidders.

1. INTRODUCTION & BACKGROUND

1.1.INTRODUCTION

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. While considerable work has been done and the state is now being recognised as one of the leading tourism states of the nation, much more still needs to be done. All the tourism related initiatives of the Government of Madhya Pradesh (Govt. of MP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of Govt. of MP.

The Madhya Pradesh Tourism Board (MPTB), in order to provide better rural experience in and around its tourism destinations situated across Madhya Pradesh, is willing to take the services of various agencies working in the require field and could help MPTB for achieving its objectives.

In this respect, Request for Proposal (RFP) is being floated to invite proposals from reputed and experienced NGOs Trusts/ registered societies/companies/firms from all over the country having adequate experience and expertise in require field. The state is divided into six cultural zones-Mahakaushal, Baghelkhand, Chambal, Bundelkhand, Malwa and Nimar. Three different RFPs for three regions ;each comprising of 2 zones being floated for the same work. These three regions are as follows:

- i.Mahakaushal and Baghelkhand
- ii.Chambal and Bundelkhand
- iii. Malwa and Nimar

1.2. TERMS OF REFERENCE

Madhya Pradesh Tourism Board (MPTB) was established in 2017 under company act by the tourism department government of Madhya Pradesh. The MPTB is responsible for development and promotion of the tourism in Madhya Pradesh. MPTB is also responsible to invite public private investment in development of tourism destinations of Madhya Pradesh. MPTB is committed to provide better opportunities, available in tourism and hospitality sector, to youth of MP through ensuring their participation in tourism.

The MPTB is implementing Rural Tourism project in selected villages situated around tourism destinations of Madhya Pradesh to promote tourism and also to increase participation of local community in tourism. The homestays are being constructed with the support of local families and also curating rural and cultural experiences for visitors in the village.

To create convenient stay for visitors, MPTB is willing to take the technical support from various agencies having expert of the required field. For hiring the services of agencies MPTB is issuing this RFP.

1.3.OBJECTIVE

The objectives of MPTB are:

1. To develop homestay drawing/ design (interior and exterior) for construction using vernacular architecture.
2. To extend continuous supervision support for construction of homestay, according to approved drawing /design, by the beneficiary family.
3. To promote, revive local knowledge of construction of traditional houses through training.

1.4.SCOPE OF WORK

1. The districts identified for Malwa and Nimar Regions are as follows:

1.Agar	2.Bhopal	3.Dewas
4.Indore	5.Raisen	6.Rajgarh
7.Sehore	8.Ujjain	9.Vidisha
10.Dhar	11.Harda	12.Jhabua
13.Airajpur	14.Khargone	15.Badwani

2. Visit rural tourism villages allotted to bidders to understand the existing construction techniques and availability of material for design, development and construction.
3. Have detailed interaction with beneficiary families who are willing to construct the homestay and make them aware of the vernacular architecture and its benefit, understand their requirement for designing the homestays.
4. Develop architectural drawing and designing of rural home stay.
5. Preparation of preliminary drawings after preliminary survey of village and each beneficiary, modifying as per the beneficiary family and MPTB instructions, submitting the final architectural drawings, cross sectional drawings and two side elevation along with 3D view and cost estimate of homestay.
6. Project Report Submission of architectural drawing after carrying out field survey preparing Structural Design and Drawing, PHE Design and Drawing including plumbing, drainage and sewerage. Electrification Design and Drawing, Mechanical Design and Drawing, Assessment of the external development and other tourism infrastructure work including preparation of detailed estimates, Bill of Quantities, Valuation of existing building in case of renovation, Designs and estimates for interior works etc., of homestay.
7. Design must ensure no water logging inside and outside the building.

8. Design should incorporate local architectural specifications and should ensure use of local construction material.
9. Design should consider light, water, sun light, rain, wind, fire and electricity safety norms and other climatic conditions.
10. Design and Drawing for Site development, Boundary wall, Driveway, Landscaping drawings as per the need of the site and homestay owner, will also form part of Project Report.
11. Design should support especially abled and elderly and should be gender friendly as needed by the beneficiary.
12. For all the above works State Government Schedule of Rates should be followed.
13. Develop design and Supervise Construction of minimum 08 Homestays (comprising maximum 2 rooms with attach Toilet and Bathroom, space for luggage rack) in a Village and 2 small community infrastructure of around 500 sqft. (including an Open-Air Theatre or Community Kitchen). In case there is no small community infrastructure in a particular village the same will be replaced by 2 homestays and in such case a total of 10 Homestays needs to be constructed. The number of homestays may differ on the basis of actual requirement of the village.
14. Apart from above, the agency shall develop, design and supervise construction of a community infrastructure ranging around 1000 to 2500 sqft. (like Interpretation Centre, Training-cum-Production Centre, Cultural Centre as provisioned in Tribal Department Projects up to Rs. 20 Lakhs per village).
15. For the community infrastructure, location would be identified and facilitated by the Project Support Organisation with the support of community.
16. Minimum 08 villages will be allotted to successful bidders. The number of villages allotted may be increased as per the requirement of MPTB. (Note – villages allotted to agency may be situated in any district of Malwa and Nimar regions of Madhya Pradesh selected for development as a tourist village).
17. Type of infrastructure will depend upon the requirement of the village and community.
18. A separate work order will be issued for the allotment of the villages which will form a part of the agreement.
19. Field Visit Details
 - Number of field visit of team shall be as and when required for the design and development of Homestays. The agency shall bear the expenses (travel, stay, food etc.) for field visit of villages in the project duration to complete the assigned work.
 - This team must include minimum three members out of which one should be a female. The team should be a combination of Architect, Civil Engineer / Social Engineer with an experience of at least five years.
 - Number of Visits per Village – The bidder is expected to finish the work allotted to him in minimum 08 visits per village. Each visit should be maximum of 2 days.
 - Visit Plan should be made in coordination with Project Support Organization working in the respective village and get the prior approval of beneficiaries (to be selected by the PSO) and visit plan from MPTB.

20. Field Supervisor

- Each bidder has to identify, train and, appoint a field supervisor, locally after getting the approval from MPTB.
- Appointment of one supervisor at cluster level, comprising minimum 2 villages in one cluster to provide technical support and day to day supervision and guidance for construction.
- The supervisor should have basic knowledge of civil work (with knowledge of construction techniques, architectural drawing, construction supervision etc.)/relative experience (5 years).
- The appointment of supervisor shall be start from the date of first layout in the village allotted to him. The appointment would be for maximum 12 months as it is expected that Homestay construction shall be completed in 12 months.
- If he completes the work allotted to him in less than 12 months, his services can be taken in another cluster or shall be terminated.
- However, number of villages may be increased on the basis of geographical location of the village; and the cost on pro-data basis.
- Field supervisor should be responsible for the following jobs, but not limited to this:
 - i. Daily field visit in allotted villages
 - ii. Motivate and mobilize beneficiary families to achieve milestones & homestay construction.
 - iii. Ensure the achievement of milestones in homestay construction
 - iv. Maintenance of Record Register
 - v. Other related jobs, but not limited to this.

21. Any change in the above the scope of work (if any) shall be at the sole discretion of the authority depending on the field requirement.

22. In case the agency fails to fulfill the requirement under clause 1.4, then the penalty under clause 1.6 shall be applicable.

1.5. Delivery Milestone and Payment

1.5.1. Amount quoted by the bidder in the financial bid shall be per village including all expenses as per scope of work (related to site visit, design, DPR, layout, field supervisor, etc) to complete the assigned work, i.e., for a total 8 homestays and 2 small community infrastructure to be developed in each village.

Amount for each homestay/Small community infrastructure

= Amount quoted for each village

10

1.5.2. A separate amount to be quoted by the bidder for one community infrastructure of the size ranging around 1000-2500 sqft.

1.5.3. Payment shall be made to the successful bidder component wise i.e. per homestay, per small community infrastructure, per large community infrastructure as per the rate quoted by the bidder.

1.5.4. Payment for each homestay/community infrastructure shall be made in the following manner:

A	Key Deliverable	Payment (%) of total amount of each homestay/community infrastructure	Timeline
1	Issue of work order	10%	
2	Final submission of Drawing, design along with estimate (Project Report)	30%	60 days From the date of first visit to Beneficiary
3	Marking for Foundation	10%	Within 90 days of submission of DPR
4	Plinth level construction	10%	Within 90 days from marking of foundation
5	Roof Completion	10 %	Within 150 days from the date of plinth completion.
6	Completion of Homestay	30%	Within 150 days of roof completion.

- *Payment will be done on submission of supportive documents, reports, photographs with actual bills.
- **In case Authority decides to abandon the project for any reason, whatsoever, at any time, the payment of the firm/Agency shall be restricted up to the stage the services have actually been provided by the firm/ Agency.**

1.6. Penalty

Sr. No.	Clause reference	Particulars	Penalty
1	point no. 15 of clause 1.4	In case the agency fails to construct homestays/community infrastructure in the villages allotted to it then Penalty @5% of per village cost shall be leviable for each homestays/community infrastructure not constructed/ completed except where the beneficiary itself has not agreed for such construction or the land not allotted by local administration for community infrastructure.	5% of per village cost

1.7. Other terms and conditions

1. Period of Contract

The total contract period will be of 2 (Two) years which may be extended on year-to-year basis upto 5 (Five) years at the discretion of M.D., MPTB on successful performance of the agency. The contract period duration will start from the date of signing of agreement.

2. Risk – Purchase Clause:

If the Bidder, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the MPTB will have the right to:

- a) Forfeit the EMD.
- b) Invoke Security Deposit/Performance Bank Guarantee
- c) In case of completion through alternative sources and if price is higher, the contractor will pay the balance amount to MPTB.
- d) For all purposes, the work order accepted by the bidder and issued by MPTB will be considered as the formal contract

3. Force Majeure

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 obligation hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to changes in Applicable Law, 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:

1. Any event which is caused by the negligence or intentional action of a party or such party's employees, nor
2. Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the execution of this Agreement, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

2. No Breach of RFP/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/Agreement in so far as such inability arises from an event of Force Majeure provided that the party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms and conditions of this RFP/Agreement.

3. Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take appropriate action to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- a) 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 fourteen (14) 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.
- b) The Parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

4. Extension of Time

Any Period within which a Party shall, pursuant to this RFP/Agreement, complete any action or task, 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.

5. Consultation

Not later than thirty (30) days after the Consultation, as the result of an event of Force Majeure, have 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.

4. Termination of the Agreement

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i) & (ii) below:

- i. The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within Twenty-one (21) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied.

- ii. In case of any delay / non-performance of the deliverables by the agency, the provisions of point 1.7.9 shall become applicable.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

5. Responsibilities and Obligation of the Agency

The Agency shall:

- a) Provide the Services in accordance with RFP;
- b) Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature the entire document submitted by agency duly certified by qualified personal.
- c) Be bound to comply with any written direction of MPTB to vary the scope sequence or timing of the Services; and
- d) Use all reasonable efforts to inform itself of MPTB requirements for the Deliverables for which purpose the Agency shall consult MPTB throughout the performance of the Services.

The project structure shall be based on the general guidelines of the Central/ State Government duly supported by documentary evidence/ circular/ notification etc.

6. Compliance with Laws

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

7. Transfer Or Assignment

Agency shall not assign its interests in the Agreement without the prior written consent of the MPTB. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

8. Dispute Resolution

- 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.
- 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.

9. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority or without the intervention of the Authority, either Party may require such Dispute to be referred to Managing Director of the Authority and the Chairman of the Board of Directors of the Selected Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of the RFP.

10. Arbitration

Any dispute arising in connection with this RFP/agreement, which cannot be settle amicably, will be settled through arbitration of one arbitrator if the parties hereto agree. If the parties cannot agree upon the name of single arbitrator, in such situation, appointment of the single arbitrator will be done by the Court of jurisdiction. The decision of the arbitrator shall be rendered in writing and shall be binding upon the parties and the arbitration shall take place as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended).

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be Bhopal or such other places as the arbitrator may decide.

11. Adjudication by a tribunal

In the event of constitution of a statutory tribunal with powers to adjudicate upon disputes between the Selected Agency and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration, be adjudicated upon by such tribunal in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

12. Redressal Of Public Grievances

1. The Selected Agency shall maintain a complaints office at the Project Facility where it shall keep a register (the "Complaint Register") open to the officials of the Authority and Users at all times for recording of complaints by such persons (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Selected Agency at the Project Facility so as to bring it to the attention of all Users.
2. The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken

by the Selected Agency. Immediately after a complaint is registered, the Selected Agency shall give a receipt to the Complainant stating the date and complaint number.

3. Without prejudice to any provisions of the RFP, the Authority may, in consultation with the Selected Agency, specify the procedure for making complaints in electronic form and for responses thereto.
4. The Selected Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Selected Agency to the Complainant under a certificate of posting.
5. Within 7 (seven) days of the close of each month, the Selected Agency shall send to the Authority and to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Selected Agency to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Selected Agency shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal in accordance with Applicable Law, and advise the Complainant to pursue the complaint at his own risk and cost.

13. Entire Agreement

This RFP and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this RFP are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Selected Agency arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this RFP and treated as such.

14. Severability

If for any reason whatever, any provision of this RFP is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this RFP or otherwise.

15. Successors and assigns

This RFP shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns

16. Notices

- i. 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 Selected Agency, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Selected Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Selected Agency may from time to time designate by notice to the Authority.

Attention:

{Designation:

Address:

Fax No:

Email:}

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to Managing Director, M. P. Tourism Board, Bhopal, Madhya Pradesh with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Selected Agency; provided that if the Selected Agency does not have an office in ----- it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Address:

Fax No:

Email:},

and

- ii. 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 facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

17. 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.

18. Counterparts

This RFP may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this RFP.

19. Legal

Any legal dispute shall be subject to the jurisdiction of Bhopal courts only.

20. BRIEF DESCRIPTION OF THE SELECTION PROCESS:

The Authority has adopted **Online Tendering or E- Tendering** System with **Single-Stage, Two Envelop** bidding process (collectively referred to as the “**Bidding Process**”) for selection of the bidder for award of the Project assignment. The *first stage* of the evaluation (the “**Qualification-Technical Proposal Stage**”) of the process involves **Qualification** of interested parties (the “**Bidder**”), in accordance with the provisions of this RFP.

At the end of first stage, the Authority will announce a list of all pre- qualified Bidders who are qualified and eligible for evaluation in the *Second stage* (The **Financial Proposal Stage**) and whose financial bids can be opened and evaluated in accordance with the provisions of the RFP.

The Financial Bid is to be submitted Online only. The Financial Bids of all the short listed/qualified bidders will be opened on a concerned date and time. The Bidder will be selected on the basis of **QCBS** (Quality and Cost Based Selection) Method.

2. INSTRUCTION TO BIDDERS

A. GENERAL

1. Sale of RFP document

RFP Document can be obtained through website www.mptenders.gov.in. The Tender Fee is **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)** inclusive of GST and the schedule of the bidding process is as under: -

Activity	Date and Time
Issue of Bid documents	Date 14/08/2023
Pre-Bid Meeting	Date 21/08/2023 Time 15:00 PM
Online Tender Purchase Start Date	Date 04/09/2023 Time 17:00 PM
Online Bid Submission Last Date (EMD, Technical Bid, Financial Bid)	Date 11/09/2023 Time 15:00 PM
Opening date of Proposals	Date 12/09/2023 Time 15:00 PM
Presentation	Will be on 15th September 2023 at 11 AM Onwards of shortlisted bidders.
Financial Bid Opening	will be informed to shortlisted bidders

2. Eligibility of Bidders

The Firm/ Agency are required to meet following **eligibility criteria to qualify for the Project**: -

2.1. Technical Capability:

1. The Bidder can be an Agency a company incorporated in India under Indian Companies Act 1956/2013 and subsequent amendments thereto or a Partnership Firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008 or proprietorship firm or a Society, Trust with availability of architect, hotel/resorts/restaurants/green building planner, civil engineer, as part of the team
2. The agency must have minimum 3 years of existence in the required field.
3. The firm must have minimum 10 staffs (at least 40% architects having minimum B Arch qualification) on their payroll.
4. Have undertaken or completed consultation for at least two projects for hotel/resorts/ restaurants/ community tourism green building. Along with an experience of working on vernacular architecture for atleast 1(one) Project.
5. Documentary proof of preparing/ drafting guidelines/ layout for hotel/ resorts/ restaurants/ green building in the State of Madhya Pradesh is desirable.

(Note: Proof of documents are to be attached).

2.2. Financial Capability:

Turn Over:

The applicant's annual average **turnover** during the *last five* financial Year i.e. 2018-19, 2019-20, 2020-21 2021-22 & 2022-23 should be **minimum Rs. 50 Lakhs only (Rs. 50 Lakhs only)** or equivalent amount in local currency. The applicants are required to submit a Certificate duly signed by the Statutory Auditors certifying the mentioned average turnover details separately.

3. General Terms of Bidding

- 3.1 The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 3.2 A bidder can apply for maximum 2 regions i.e. apply for two RFPs
- 3.3 All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).
- 3.4 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.
- 3.5 Failure by any Applicant(s) to provide all of 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.
- 3.6 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.
- 3.7 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 and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.

- 3.8 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.
- 3.9 The applicant has to submit an Earnest money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) through MP E-procurement portal: www.mptenders.gov.in

4. 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.

5. 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.

B. DOCUMENTS

1. Contents of the RFP

The proposal should be submitted as follows: -

- Technical Proposal: - To be uploaded Online Only.
- Financial Proposal: - To be submitted Online only

2. Clarifications

- 2.1. Agency may request a clarification on any of the bid documents in Pre-Bid Meeting on the indicated date. MPTB will respond to such requests and will post the response on MP E- Procurement Portal: www.mptenders.gov.in and will inform the Pre- Bid Attendees by Email.
- 2.2. At any time before the submission of Proposals, MPTB may, for any reason, whether at its own initiative or in response to a clarification request by an invited firm, modify the bid documents (RFP) by amendment on MP E- Procurement Portal: www.mptenders.gov.in and may inform the Pre- Bid Attendees by Email. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

3. Amendments Modification of RFP

- 3.1. 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 Addendum.
- 3.2. Any Amendments/ Clarifications/Addendum thus issued will be posted on E - tendering website: www.mptenders.gov.in and may be informed to the Pre- Bid Attendees by Email.

- 3.3. All such amendments/addendum will become part of the bidding document.
- 3.4. 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 Submission Last Date.

C. PREPARATION & SUBMISSION OF BIDS

1. 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.

2. Format & signing of Bid

- 2.1. The Bidder shall prepare one original copy of the documents comprising the Bid as described in the RFP. The Bidder bidding for the project has to submit Technical & Financial Bid of the Project along with all relevant required documents and EMD
- 2.2. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 2.3. 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 initialled by the person or persons bidder to sign the Bid.
- 2.4. The Bid document shall be in serial number and properly arranged.

3. Submission of Bid

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

I. Technical Bid (To be submitted Online only)

II. Financial Bid (To be submitted Online only)

The Technical Bid shall be uploaded on the website www.mptenders.gov.in

II. Financial Bid:

The Bidder shall submit its Financial Bid Online only as per the prescribed Annexure VIII

3.2. The following documents are to be furnished by the Bidder for Technical Bid:

- a) Letter Comprising the Bid (Annexure I)
- b) Details of bidder (Annexure III)
- c) Statement of legal capacity (Annexure IV)
- d) Technical Capability of Agency (Annexure V)
- e) List of experts/consultants on payroll (Annexure VI)
- f) Financial Capability of Agency (Annexure VII)
- g) Non-blacklisting Certificate (Annexure XI)
- h) Power of attorney (Annexure XII)

4. Bid Due Date

- 4.1. Bids should be submitted on or before date, provided in the RFP in the manner and form as detailed in this RFP.
- 4.2. The Authority may, in its sole discretion, extend the Bid Due Date in accordance with the RFP uniformly for all Bidders.

5. 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.

6. Modifications/ Substitution/ Withdrawal of Bids

- 6.1. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 6.2. The Bidder shall submit its Financial Bid in the format specified in the RFP, and upload it online on www.mptenders.gov.in

7. Rejection of Bids

- 7.1. 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.
- 7.2. 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.

8. Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

9. 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.

10. Correspondence with the Bidder

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

D. EARNEST MONEY DEPOSIT (EMD) & Performance Security

1. Earnest Money Deposit & Performance Security

- 1.1. The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 50,000/- (Rupees Fifty Thousand Only) is to be submitted Online Only through MP E-Procurement Portal (www.mptenders.gov.in) by NEFT/RTGS/ Net Banking and Card Payment only. The EMD shall be refundable to unsuccessful bidder not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the successful Bidder. The successful bidder has to provide the Performance Security Deposit in form of Demand Draft in name of Madhya Pradesh Tourism Board payable at Bhopal / Bank Guarantee worth 5% of the value of the work order along with acceptance of LOI. The Performance Security should remain valid for a period of 30 days beyond the completion of the period of contract i.e., for 03 years
- 1.2. Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 1.3. The EMD of unsuccessful Bidders will be returned promptly without any interest, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of LOI to the Preferred Bidder, whichever is earlier.
- 1.4. 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) To sign and return the duplicate copy of LOI;
 - ii) To 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.

2. EVALUATION OF BIDS

2.1. Opening & Evaluation of Bids

- 2.1.1. The Authority will open the Technical Bid of all the Bids received and announce the names of (i) Bidders, who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. 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.

- 2.1.2. Bids for which acceptable notice of withdrawal has been submitted shall not be opened.
- 2.1.3. Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of EMD, the amount and validity of EMD furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.1.4. The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.2. Examination of Technical Bid and Determination of Responsiveness of the same

- 2.2.1. Prior to evaluation of Technical Bids, the Authority will determine whether all documents are submitted Online.
- 2.2.2. 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.
- 2.2.3. Subject to confirmation of the EMD, the Technical Bid accompanied with valid EMD will be taken up for determination of responsiveness of the Bid in terms hereof.
- 2.2.4. 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;
 - a) it is received in as per the formats provided in the RFP.
 - b) it is received by the Bid due date including any extension there of
 - c) it is duly signed and marked as stipulated in the RFP
 - d) it is accompanied by EMD as stipulated specified in this RFP
 - e) it is accompanied by the Power of Attorney as specified in the RFP.
 - f) 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).
 - g) it does not contain any conditions or qualifications, and
 - h) it is non-responsive thereof;
 - i) it contains certificates from its statutory auditors in the formats as specified
- 2.2.5. 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.

2.2.6. 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.

2.2.7. The Authority shall inform, by mail, the Bidders, whose Technical Bid is found to be responsive and who are short listed based on qualification criteria as detailed out in the RFP, the date, time and place of Presentation and opening of Financial Bid as specified in the RFP. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day

2.2.8. The Financial Bids of those Bidders whose Technical Bids is determined to be non-responsive or not substantially responsive pursuant to this Clause will not be opened.

2.3. Opening of Financial Bids

2.3.1. The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfil the qualification criteria as detailed out in the RFP.

2.3.2. The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.4. Examination of Financial Bids and Determination of Responsiveness of Financial Bid

2.4.1. MPTB will determine responsiveness of each Financial Bid in accordance with the RFP.

2.4.2. A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

2.4.3. If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPTB and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.5. Correction of Errors

Financial Bids determined to be substantially responsive will be checked by MPTB for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- a) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by MPTB in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

2.6. Evaluation and Comparison of Financial Bids

2.6.1.MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive.

2.6.2.The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

2.6.3.In evaluating the Financial Bids, MPTB will determine for each Financial Bid amount quoted by the Bidder.

2.7. Clarification of Bids

2.7.1.To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPTB and the response by Bidder shall be in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MPTB in the evaluation of the Bids.

2.7.2.Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to their Bid from the time of Bid opening to the time contract is awarded.

2.7.3.Any effort by the Bidder to influence MPTB in the MPTB's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

2.8. Process to be Confidential

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

3. Award of Contract

3.1. Selection & Award Criteria

3.1.1. The evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the tender.

3.1.2. The Client shall evaluate each technical proposal taking into account several criteria. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores. The points and the criterion have been specified in the RFP

3.1.3. The ratio of weight towards quality and cost shall be **70:30**. The bidders are required to score **minimum 70 technical points** (quality) to qualify for opening of financial proposal.

3.2. Public Opening & Evaluation of Financial Proposals

After the technical evaluation (quality) is completed, the Client shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Scope of work and the financial proposals of such bidders will be returned unopened after the signature of the contract.

The Client 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 RFP, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened publicly in the presence of representatives of the agencies who choose to attend. The name of the agencies, the technical points, and the prices quoted shall be read out by the Client.

The proposal with the lowest cost (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

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.

4. SELECTION PROCESS:

4.1. SELECTION METHOD

4.1.1.A committee appointed by the Madhya Pradesh Tourism Board, would shortlist agency/agencies, based on the eligibility criteria and short-listed agencies will be required to make a presentation. The presentation, among other things, should include the following and the markings are as mentioned below:

S. No.	Parameters	Marking Criteria	Maximum Marks
1	Organization existence	Till min. requirement of years 4 marks and after that for every two years 1 mark up to maximum 10 marks	10
2	Number of Staff	Till min. requirement of staff 4 marks and after that for every staff 1 mark up to maximum 10 marks	10
3	Financial	Till min. requirement of 50 Lakhs 4 marks and after that for every 25 lakh 02 marks up to maximum 10	10
4	Work with Govt. Project	Agency have implemented any project with Govt. of any state (1 mark for each project subject to maximum of 5 marks)	5
5	Experience (Project Support Agency)	Agency have completed at least two Projects of hotel/resorts/ restaurants/ community tourism green building Till min. requirement of 2 projects - 5 marks and after that 02 marks for each project up to maximum 10 marks.	10
		Agency have an experience of working on vernacular architecture for at least 1 (one) project. Till min. requirement of 1 project – 3 marks and after that 1 mark for each project up to maximum 05 marks.	5
		Agency have an experience of working with community-based tourism projects in MP (02 mark for each project maximum up to 10 marks)	10
6	Presentation by organization	Company Profile Staff and project experience of agency Plan For the Project Field Composition	40

4.1.2. On the basis of technical assessment which includes presentation, the bidders are required to score minimum 70 technical points (quality) to qualify for opening of financial proposal, in the presence of authorised representatives of the agencies and only top 3 technical scores shall be opened. In case, only two agencies qualifies; Financial Bids of the two agencies will be opened on the basis of QCBS system.

4.1.3.The agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event. The final authority lies at the sole discretion with the Managing Director, MPTB.

4.1.4.The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc.

4.1.5.After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.

5. LETTER OF INTENT

1. After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification or amendment in the Agreement.

Annexure I: Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director,
Madhya Pradesh Tourism Board,
(MPTB) 6th Floor, Lily Trade Wing, Jahangirabad
Bhopal – 462008

Subject: Application & bid for the project '***Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh***

Dear Sir/Madam,

Being duly bidder to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the '***Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh***

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

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ *...+ (*name of the Bidder*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.

3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding.

We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- I/ We do not have any conflict of interest in accordance with the RFP document; and
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.

11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected
18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
20. I/we offer an Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty Thousand Rupees Only)
21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

Date: _____

Place: _____

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation:

Annexure II: Checklist of Submissions –

Sr No.	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Details of 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 as per Eligibility Criteria		
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	Information regarding litigation, debarment, arbitration, etc.		
10	Bid document along with addendum duly signed by Bidder signatory and stamped.		
11	CA Certificate certifying turnover of last three financial years of the Bidder		
12	Price Bid Letter and submissions in line with the RFP requirements		

Annexure III: Details of Bidder -

1.	Name of the Organization	
2.	Name, designation and contact details of the authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
5.	Status of the firm (whether Pvt Ltd company/ Public Ltd. Company/ partnership firm/Proprietary) — Enclose copy of by-laws	
6.	Names of Directors/ Partners/Proprietor	
7.	Whether registered with registrar of companies/ firms – mention number and date (Enclose copy)	
8.	GSTIN (Enclose copy)	
9.	TAN (Enclose copy)	
10.	PAN (Enclose copy)	
11.	Name and Address of Bankers	
12.	Scanned copy of Cancelled Cheque, PAN Card and Bank Details	
13.	Financial capability of the bidder (Enclose CA certificate and audited balance sheet of required years)	
14.	List of present clients (Copy of work order to be Enclosed)	
15.	Any other information	

Signature:

Name:

Designation:

Affix Company seal

DECLARATION

1. I / We have read the instructions appended to the Pro-forma 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: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Managing Director,
Madhya Pradesh Tourism Board,
(MPTB) 6th Floor, Lily Trade Wing, Jahangirabad
Bhopal – 462008

Subject: ***Bid for ' Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh***

Dear Sir/Madam,

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 V: Technical Capacity of the Bidder

S. No.	Name of Project	Name of the supporting/ funding agency	Geographical Area of implementation		Year of Assignment	Present Status (Complete/ ongoing)	Achievements
			District	State			

Note: Please enclose the supporting documents (i.e. work order/completion certificate etc.) for each work mentioned above. Without supporting documents experience will not be considered.

Signature of the applicant:
 [Full name of applicant]
 Stamp.....
 Date:

Annexure VI : List of experts/ consultants with agency

(On the letter head of agency)

S. No.	Name	Designation	Qualification	Total Years of Experience	Relevant Experience	On agency Payroll (Yes/ No)
1						
2						
3						
4						

Signature of the applicant:

[Full name of applicant]

Stamp.....

Date:

Annexure VII: Financial Capacity of the Bidder

On the letter head of CA

CA Certificate

This is to certify that the financial details of the agency is as follows for the year/s:

Year	Name of the Bidder	Annual Turnover (In Rs.)
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		

Signature, Seal & UDIN of CA

Instructions:

1. Audited report of the balance sheet of the last five financial years of the Bidder.
The financial statements shall:
 - a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements

Annexure VIII. Price Bid (Financial Bid)**(To be uploaded Online only)****FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER**

To,
The Managing Director,
Madhya Pradesh Tourism Board,
(MPTB) 6th Floor, Lily Trade Wing, Jahangirabad
Bhopal – 462008

Subject: Financial Bid for ' Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh.

Dear Sir/Madam,

As a part of the Bid for Selection of Agency/ firm for **“ Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh'** we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh Tourism Board for the project.

S. No	Particulars/ Work Details	Units	Amount (Rs.) GST Extra as applicable
A	Cost for Design preparation, Project Report Development, Layout and monitoring of construction (For 8 homestays+2 community infrastructure, including all expenses)	Cost per Village (lumpsum)	
B	Cost for Design preparation, project report Development, Layout and monitoring of construction (for one community infrastructure of the size ranging around 1000-2500 sqft, including all expenses)	Cost per Village (lumpsum)	
C	Field level supervisor (1supervisor/2villages)	Cost per supervisor per month	
D	Total Cost		

We quote Rs. _____ (in words) towards **Project Cost which is exclusive of all Taxes.**

We agree to be bind by this offer if we are selected as the preferred bidder.

Note:

1. The rate quoted at Sl. No. D above shall be considered as the financial quote of the bidder for computation purpose
2. QCBS Evaluation will be done on the Total amount as quoted in the Financial Bid.

FOR AND ON BEHALF OF _____

SIGNATURE _____

Annexure IX : Request for Pre- bid Clarifications

Bidder's Request for Clarification for Tender

' Request for Proposal (RFP) for Engagement of Agency as Technical Support Organisation (Architecture Firm) to Support Responsible Tourism Mission in Malwa and Nimar region of Madhya Pradesh'

Name of Organization:

Name & position of person:

Full formal address including Telephone, mobile and email address:

Sl. No.	Page No.	Clause No.	Clause heading	Query / Clarification Sought	Suggestion

Annexure X: Self Evaluation Marking of Proposal

S. No.	Parameters	Marking Criteria	Maximum Marks
1	Organization existence	Till min. requirement of years 4 marks and after that for every two years 1 mark up to maximum 10 marks	10
2	Number of Staff	Till min. requirement of staff 4 marks and after that for every staff 1 mark up to maximum 10 marks	10
3	Financial	Till min. requirement of 50 Lakhs 4 marks and after that for every 25 lakh 02 marks up to maximum 10	10
4	Work with Govt. Project	Agency have implemented any project with Govt. of any state (1 mark for each project subject to maximum of 5 marks)	5
5	Experience (Project Support Agency)	Agency have completed at least two Projects of hotel/resorts/ restaurants/ community tourism green building Till min. requirement of 2 projects - 5 marks and after that 02 marks for each project up to maximum 10 marks.	10
		Agency have an experience of working on vernacular architecture for at least 1 (one) project. Till min. requirement of 1 project – 3 marks and after that 1 mark for each project up to maximum 05 marks.	5
		Agency have an experience of working with community-based tourism projects in MP (02 mark for each project maximum up to 10 marks)	10
6	Presentation by organization	Company Profile Staff and project experience of agency Plan For the Project Field Composition	40

Annexure XI: Non-Black listing Certificate

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we (Name of the Agency) registered under the (Name of the Act.) Vide registration No. do hereby declare and confirm that we have neither been black-listed nor bankrupted by any Ministry/Department /Board /Corporation /any other entity of the central of State Government or any quasi-Government or any Public Sector undertaking or any bank or any other entity till date.

Authorized Person's Signature.

Name and Designation.

Stamp.....

Date:

Note: - The Declaration is to be furnished on the letter head of the organization.

Annexure XII: Power Of Attorney

(On the applicable value of Stamp Paper)

Power of Attorney

Know all men by these presents, we, (name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms..... son/daughter/wife 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 “**Authorised Representative**”) 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 Application for RFP for appointed by the **Madhya Pradesh Tourism Board** (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-application conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Tender and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, designation and address)

Witnesses:

1.

Notarised Accepted

2.

.....

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarised by a notary public.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.