



MADHYA PRADESH TOURISM BOARD
Lilly Trade Wing, (Old Lily Talkies)
6th Floor, Jahangirabad, Bhopal-462008

Request for Proposal
For
Engagement of Agency for conducting
‘Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh’

Notice Inviting Tender (NIT):

Disclaimer

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement and nor an offer/invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Madhya Pradesh Tourism Board, Bhopal (MPTB) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. **Madhya Pradesh Tourism Board, Bhopal** also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. **Madhya Pradesh Tourism Board, Bhopal** reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of MPTB(<http://www.tourism.mp.gov.in/>) Neither **Madhya Pradesh Tourism Board, Bhopal** nor their employees and associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of **Madhya Pradesh Tourism Board, Bhopal** or their employees and Prime Bidder/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to **Madhya Pradesh Tourism Board, Bhopal** and shall not be used by the Bidder for any other purpose, distributed to, or shared with any other person or organization.

MADHYA PRADESH TOURISM BOARD

**Lilly Trade Wing, (Old Lily Talkies)
6th Floor, Jahangirabad, Bhopal-462008**

Tender No.4334 /MPTB/IP/2018

Bhopal, Date : 20-09-2018

REQUEST FOR PROPOSAL

Madhya Pradesh Tourism Board is interested for conducting “**Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh**”.

Interested Bidders eligible as per qualification criteria may submit their response to the RFP latest by 26-10-2018 till 05:00 p.m. The proposal must accompany with an amount of Rs. 5,000/- + GST towards non-refundable RFP Document Fees and Rs. 295/- + GST towards non-refundable e-procurement processing fees through online payment at e-Procurement portal <http://mpeproc.gov.in>.

Details of the RFP Study Reports can be downloaded from website www.mpeproc.gov.in and can also be seen at www.tourism.mp.gov.in

Managing Director

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Request for Proposal for ‘Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh’

1 Request for Proposal

Bids are invited from eligible, reputed, qualified bidders with sound technical and financial capabilities for conducting ‘Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh’. as detailed out in the Scope of Work under this RFP Document. The intent of this RFP is to invite proposals from the Agencies/Companies (also referred to as bidders) to enable the MPTB for Engagement of Agency for conducting ‘Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh’.

1.1 Schedule

S.No.	Items/Events	Description
1	Cost of Bid document	INR 5000.00 + GST (non-refundable) + INR 295.00 +GST (e-Procurement processing fees, non-refundable) to be paid online
2	Earnest Money Deposit (Bid Security)	INR 1,00,000.00 (One Lac Only) to be paid online. (Refundable)
3	Sale of Bid Document	Can be downloaded from the websites, https://www.mpeproc.gov.in/ , www.tourism.mp.gov.in
4	Date & Time for Pre-Bid Meeting	Date 08-10-2018 Time 1200Hrs
5	Last date & time for Purchase of Tender	Date 25-10-2018 Time 1600Hrs
6	Online Bid Submission Last Date (EMD, Technical Bid, Financial Bid)	Date 26-10-2018 Time 1700Hrs
7	Technical Bid Opening	Date 27-10-2018 Time 1200Hrs
8	Presentation	will be informed to shortlisted bidders
9	Financial Bid Opening	will be informed to shortlisted bidder

1.2 Pre-Bid Meeting

MPTB will host a pre-bid meeting as per the schedule given in this RFP. A Pre-bid meeting may be organized to provide clarifications sought by the bidders.

Bidders are permitted to submit their queries in writing on email id **tpu@mptourism.com** to MPTB in specified format at least two days before pre-bid meeting date and time.

1.3 Introduction

Introduction to MPTB

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.

Madhya Pradesh Tourism Board also referred to as the “MPTB” or “Authority”, established in 2017 with an objective to promote the tourism in the state of Madhya Pradesh. To develop tourism with public-private partnership in sustainable manner. Investor facilitation, Skill- development, Publicity/promotion of tourist destinations nationally & internationally, identification and development of tourism infrastructure is the core objective of the Board.

1.4 Objectives of RFP

Objective of the RFP is to engage an agency for conducting a Study involving trend analysis on particular parameters pertaining to the Hospitality sector in all the districts of Madhya Pradesh. The study entails collection of Primary and Secondary data. The study will envisage trend analysis on parameters such as basic details of hotels, capacity of hotels, arrival of tourists/ guest/No. of employment and investment of approx. 1500 tourism projects in Madhya Pradesh.

2. Proposal Preparation

Bidder is expected to examine all instructions, forms, terms and requirements in the RFP document and prepare the proposal accordingly. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect may result in the rejection of proposal. The proposals should be submitted to MPTB in three parts as mentioned in the following sections:-

2.1. Tender Document Cost and Earnest Money Deposit

2.1.1. Tender Document Fees and e-procurement processing Fees (non-transferable & non-refundable) must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

2.1.2. EMD must be paid online at e-procurement portal (<http://www.mpeproc.gov.in>).

2.1.3. Bidder is required to deposit Earnest Money (Bid security) of Rs. 01.00 Lakh (Rs. One Lakh Only) refundable without any interest, promptly but not later than one month after the expiration of the Bid validity period or within 30 days of issue of letter of award (LoA) to the preferred bidder, whichever is earlier.

2.2. Pre-Qualification (PQ) and Technical Proposal

The bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder not meeting the **Eligibility Criteria will not be considered** for further evaluation. The bidder is required to submit the relevant documents in support of its qualification which inter alia includes:

2.2.1. Bid Form on the bidder’s letter-head as per Format 1: Bid Form

2.2.2. A duly notarized Power-of-Attorney/ Board Resolution/Letter of Authority authorizing the person signing the proposal the right to bind the bidder and bidders registered address including person’s name/designation, email, phone, fax and mobile number for official correspondence.

- 2.2.3. Bidder/Company Profile as per Format 2: Bidder's Profile
- 2.2.4. Certificate of Incorporation if any or relevant registration documents.
- 2.2.5. Audited annual financial results (balance sheet and profit & loss statements) of the bidder for the last three financial years (FY 15-16, 16-17 & 17-18)
- 2.2.6. Undertaking for not being blacklisted by any State / Central Govt. by the bidder, as per Format 3: Declaration Regarding Clean Track
- 2.2.7. Copy of Permanent Account Number (PAN)
- 2.2.8. GST Details of bidder
- 2.2.9. Other documents as mentioned in the Pre-Qualification Criteria section of this document.

Along with above documents, following documents shall be a part of PQ and Technical Proposals:

- Registration Certificate
- Balance Sheet
- CA certificate
- Copy of work order
- Declaration
- Office address proof
- Any other relevant documents

2.3. Financial Proposal

The Financial Proposal should be submitted through e-Procurement portal only (Format 3).

3. Proposal Submission

3.1. The bidder is responsible for registration of the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

3.2. The proposals submitted should have all pages numbered. It should also have an index giving page-wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

3.3. The Bidder shall submit the proposals online as described below-

3.3.1. Pre-qualification and Technical Proposal – Scanned copy in PDF file format, signed on each page with file name clearly mentioning: “**PQ and Tec bid for RFP**”

3.3.2. Prices should not be indicated in the Pre-Qualification and Technical Proposals, if thus so happen the bid will be treated as rejected.

3.3.3. In case of discrepancy between amount given in words and figures, the details given in words shall prevail.

3.3.4. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.

3.4. The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. References to previous or on-going Proposals will not be considered. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

4. Bid Evaluation Criteria

4.1. Technical Evaluation Criteria

S.NO	Parameters	Maximum Score (100)
1	No. of years of Experience in the area of doing research studies in the area of Tourism, & Hospitality sectors. (3 marks for each year experience up to maximum marks of 15 marks)	15
2	Average annual turnover for the last three financial year (2015-16, 2016-17 & 2017-18). (5 marks for minimum 10 Cr and 3 marks each for additional turnover of Rs 5 Cr each up to maximum of 15 marks)	15
3	Projects worth more than Rs 50 lacs undertaken for Government / PSUs in the last 3 years. (4 marks for each project with a maximum of 20 Marks)	20
4.	No. of years of experience of working with Government of Madhya Pradesh. (3 marks for each project with a maximum of 15 marks)	15
5	<p>PRESENTATION: Presentation should Include:</p> <ul style="list-style-type: none"> • Organization Credentials. • Reach within Madhya Pradesh state • Experience in the area of doing studies • Roadmap of Survey & Study • Data Collection Methodology • Insights & Deliverables Proposed • Timelines of Survey & Study • Output format • Requirement & Support required (if any) 	35

Note: ** Minimum score for qualifying in Technical Evaluation will be 70%. The financial bids of technically qualified bidders only will be opened. If the number of qualified bidders are less than two, then MPTB reserves the right to reduce minimum required score to 60%.

MPTB will assign points to the technically qualified bidders based on the technical evaluation criterion mentioned & approved by committee. The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive.

The Technical evaluation will consist of evaluation of the bidder responses to the technical bids submitted by the bidder. The bidders, proposed implementation methodology, project management methodology, will also be considered for technical evaluation.

4.2. Financial Evaluation Criteria

After the technical evaluation is completed, the authority 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 will not be opened.

The Authority 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 prices quoted shall be read out by the Authority .

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 :

$$Sf = 100 * Fm / F$$

Where F=amount of financial proposal

4.3. Overall Evaluation Criteria

The Bids received will be evaluated using Quality and Cost Based Selection (QCBS), giving 70 percent weightage to the Technical Score and 30 percent weightage to the Price Score.

$$\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{Price Score} \times 0.30)$$

$$S = St * 0.7 + Sf * 0.3$$

Where S =Total score

St=Combined technical score

Sf=Combined financial score

The successful bidder shall be the bidder having the highest score. In the event that 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 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 (S) shall be the successful agency.

5. Bid Evaluation Process

5.1. Bid Evaluation Committee

The bid evaluation committee constituted by MPTB will evaluate the bids. The decision of the bid evaluation committee in the evaluation of the Technical and Financial bids shall be final.

5.2. Pre-Qualification Evaluation

Pre - qualification bid documentation shall be evaluated as under:

5.2.1. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.

5.2.2. The documentation furnished by the bidder will be examined prima facie to see if the Company's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

5.2.3. MPTB may ask bidder(s) for additional information/documents, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

5.3. Technical Evaluation

5.3.1. The bidders technical solution proposed in the bid document shall be evaluated as per the requirements specified in this RFP and adopting the evaluation criteria spelt out in this document.

5.3.2. The Bidders are required to submit all required documents in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

5.3.3. Presentation: Each bidder has to make a presentation to the bid Evaluation Committee at a date, time and venue as informed by MPTB. The Technical presentation must include the following:

- Organization Credentials.
- Reach within Madhya Pradesh state
- Experience in the area of doing studies
- Roadmap of Survey & Study
- Data Collection Methodology
- Insights & Deliverables Proposed
- Timelines of Survey & Study
- Output format
- Requirement & Support required (if any)

5.3.4. Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points. Only the bidders, who scored minimum required marks (70%) will qualify for the evaluation of their financial bids.

5.3.5. The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP.

5.3.6. Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

5.4. Financial Evaluation

5.4.1. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

5.4.2. Only the financial bids of those bidders qualified in the technical evaluation shall be opened. Financial bids of the non-responsive bidders will not be opened.

5.4.3. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

5.4.4. The Price Score of the bidder will be determined by the Committee, which will be used for overall evaluation

5.5. Overall Evaluation using QCBS

5.5.1. Based on the Technical Score and Price Score obtained by the bidder, the Committee will calculate the Total Score of the Bidder.

5.5.2. In case of tie, the bidder securing higher Technical Score would be given preference and will be selected.

6. Contract Finalization and Award Criteria

6.1. Issuance of LoA

6.1.1. MPTB shall notify the selected bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.

6.2. Signing of Contract

6.2.1. Within 15 days of receipt of the LoA, the successful Bidder shall sign and date the contract and return it to MPTB .

6.2.2. The selected bidder will initiate the execution of the work as specified in the agreement.

6.3 Performance Security/Guarantee

Selected bidder has to submit an amount equal to 10% of the approved bid amount as performance security in the form of Bank Guarantee/FDR valid for six months or completion of the project whichever is later.

7. About the Project

7.1 Objectives

Objective of the project is to conduct a Study involving trend analysis on particular parameters pertaining to the Hotels/ tourism projects (as defined in the State Tourism Policy 2016) in all the districts of Madhya Pradesh. The study entails collection of Primary and Secondary data from these Hotels/ tourism projects across Madhya Pradesh. The study envisages trend analysis on parameters such as basic details of hotels, capacity of hotels, arrival of tourists/ guest etc.

7.2 Scope of Work

7.2.1 - Questionnaire

Final questionnaire to be designed in consultation with MP Tourism Board. Agency to advise and provide draft questionnaire seeking information from respondent on following parameters:

- A. Capacity Details of tourism project
- B. Banquet / Rooms Details
- C. Visitors/Guest Profile/Nationality
- D. Tariff Details
- E. Details of Turnover
- F. Occupancy
- G. Total Investment
- H. Employees
- I. No. of travellers in different weather conditions
- J. State wise (top cities) and country wise data
- K. Type of Tourist – Leisure/business etc
- L. Traveller – No of Male/No. of Female Travellers, Solo/Family/Groups
- M. No. of Units in State – Public/Private/Homestays
- N. Tourist Behaviour - Duration of stay- - overnight, week, month long stay
- O. Repeation of guests- Domestic and International
- P. Other Tourist interest activities at site

7.2.2 - Execution & Approach

Survey shall be executed with grounds-up approach and in a technology driven environment.

7.2.3 - Deliverables

Agency to prepare & Submit data, Analysis report with PowerPoint presentation based on the surveyed data gathered from the tourism properties in all the districts of Madhya Pradesh and represent the trends and analysis of various parameters.

7.2.4 - General Conditions

- Agency shall be liable to hire resources and coordinate with research team thus involved in RFP.
- Latest tools as per best practices of Industry and relevant for the study should be employed for research.
- Final Report would be submitted with MPTB within 120 days of allotment of LoA.
- Bills will be raised by agency after submission of report only along with proper supporting.
- Agency has to update on weekly basis on the work
- TBL services for the survey to be borne by the agency only
- Data in different formats with filtering options (Excel / Presentation)
- The survey to be done within 90 days of allotment of LOA
- Payment will be made as per agreement

8. Governance Structure

8.1. Bidder's Responsibilities

- 8.1.1.** To submit Pre-Qualification documents as required.
- 8.1.2.** To understand the Scope of Work and the expected Outcomes & Deliverables.
- 8.1.3.** To obtain necessary clarifications during Pre-Bid meeting, for preparing a comprehensive Proposal.
- 8.1.4.** To provide necessary collaterals to substantiate RFP response.
- 8.1.5.** To prepare deliverables as per requirements for the respective phase.
- 8.1.6.** To execute process as per committed plans and timelines.
- 8.1.7.** To ensure Quality Assurance of the system.
- 8.1.8.** To deploy the system as per committed Deployment plan.
- 8.1.9.** Submission of the reports to department on project progress on fortnightly basis.
- 8.1.10.** Deliver the deliverables as per the contract terms and conditions.
- 8.1.11.** Responsibility of getting sign-off on deliverables and phases from MPTB .
- 8.1.12.** Adding value to the Functional Requirements provided in the RFP.

8.2. MPTB's Responsibilities

MPTB would be responsible for monitoring the project as a whole.

- 8.2.1.** To participate in processes as and when required.
- 8.2.2.** To facilitate process changes as required.
- 8.2.3.** To process the payments to the bidder.
- 8.2.4.** Any other activity, as may be necessary for successful project implementation.

9. General Conditions of Contract

9.1.. Language of Bids

All Proposals, correspondence and documents related to proposals, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language.

9.2. Compliance & Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

9.3. Signing of Communication to MPTB

All the communication to MPTB including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

9.4. Amendment of Bid Document

At any time prior to the deadline for submission of bids, MPTB for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website (<http://www.tourism.mp.gov.in> / www.mpeproc.gov.in) and bidders are requested to visit the website for updates. The Amendments will be binding on bidders. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids. Any modification in submitted proposals will not be considered.

9.5. Bid Validity

All the bids shall be valid for a period of 180 days from the last date of submission of the RFP for execution of Contract Agreement. However, the quoted rates should be valid for the initial/extended period of the contract from the effective date of the Contract Agreement. No request will be considered for price revision during the contract period.

9.6. Deadline for Submission of Bids

Bids must be submitted online, not later than the time and date specified in the Tender Notice. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day. However, the Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and TENDERERS will thereafter be subject to the deadline as extended.

9.7. Clarification of Financial Bids

The Tendering Authority may at its discretion discuss with the Tenderer(s) to clarify contents of financial offer.

9.8. Right to Terminate the Process

MPTB may terminate the RFP process at any time and without assigning any reason. MPTB makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MPTB .

9.9. Disqualification of Bids

- MPTB may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:
- Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness
- Not submitted EMD as per specified timelines.
- Made misleading or false representations in the forms, statements and attachments submitted.
- If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- Failed to provide clarifications related thereto, when sought.
- Conditional bids will be summarily rejected.
- Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

9.10. Right to Accept/Reject any or all Proposals

MPTB reserves the right to accept or reject any proposal, 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 on the grounds of action of MPTB .

9.11. Contract Duration

The bidder will be required to sign a contract for total duration of research execution as mentioned earlier in RFP.

9.12. Late Proposal

The bidder will not be able to submit the proposals after final submission date and time. The EMD of such proposals will be returned to the Bidder.

9.13. Modification & Withdrawal of Proposal

The Bidder is not allowed to modify its proposal subsequent to the final submission of proposals. The Bidders cannot withdraw the proposal during the period between the last date for receipt of proposals and the expiry of proposal validity period specified in the RFP. A withdrawal of proposal during proposal validity period may result in the forfeiture of its EMD from the Bidder.

9.14. Penalties

If the Bidder fails to deliver the report within the agreed time-period, the MPTB shall be entitled to impose a penalty @ Rs. 5000 /- per day for the delayed period with a ceiling upto 10% of the project cost.

9.15. Limitation of Liability

- Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- The total cumulative liability of the Service provider arising from or relating to this Contract shall not exceed the Total Contract Value, which gives rise to such liability provided, however, that this limitation shall not apply to any liability for damages arising from:
 - Willful misconduct, or
 - Indemnification against third party claims.
 - Gross Negligence

9.16. Bid Security / EMD

- The bidder shall furnish a bid security (EMD) as stated in the schedule clause 1.1(2).
- The Bid Security (EMD) shall be in Indian Rupees (INR) shall be paid online.
- Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity prescribed by the Tenderer or after awarding tender to successful Bidder.
- The successful Bidder's EMD shall be discharged upon the signing of agreement by the Bidder, and submission of Performance Bank Guarantee.
- The Bid security will be forfeited at the discretion of Tenderer on account of one or more of the following reasons:
 - The Bidder withdraws its Proposal during the period of proposal validity.
 - Bidder does not respond to requests for clarification of its proposal.
 - In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
 - In case of successful bidder, the bidder fails to submit the Performance Security, as defined in this RFP.

9.17. Bid Prices

- The bidder shall express their bid prices using the price schedule form provided in the bidding documents Format: Financial Bid Format. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:
- The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices quoted by the bidder shall be in sufficient detail to enable the Authority to arrive at the price of the services offered.
- Prices shall be inclusive of all Taxes (taxes, duties, charges, levies etc.) except applicable Goods & Service Tax, which shall be payable extra on prevailing rates.

9.18. Project Timeline – Total 180 days

Stages	Work Description	No. of days
1.	Preliminary data submission (Minimum 20% of the project properties). After approval of questionnaire	45
2.	Preliminary data submission (Minimum 60% of the project properties)	45
3.	Submission of complete data & draft final report	60
4.	Submission of final report	30

9.19. Payments

The process to be followed will be as under:

- The MPTB shall pay all invoices within 30 days from the date of receipt of verified invoice.
- All taxes deductible at source, if any, at the time of release of payment, shall be deducted at source as per the current rate while making any payments.
- The invoice amount would be paid after the evaluation of performance against both the deployment, operational and SLAs and after deducting penalties, if any.
- Mile stone for payment will be as under :-

S.No.	Description	Payment disbursement (%age)
A	Mobilization advance after agreement against bank guarantee for the same amount	15% (maximum Rs.4.00 lac)
B	Preliminary data submission (Minimum 20% of the project properties)	25% with remaining balance of stage A
C	Preliminary data submission (Minimum 60% of the project properties)	20%
D	Submission of complete data & draft final report	25%
E	Approval of final report	15%

9.20. Resolution of Disputes

MPTB and the successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, MPTB and the successful bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party. In case of a dispute or difference arising between the MPTB and the successful bidder relating to any matter

arising out of or connected with the agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

9.21. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be in English.

9.22. Applicable Law

The contract shall be interpreted in accordance with appropriate Indian laws and the jurisdiction would be BHOPAL district court.

9.23. Taxes and Duties

The bidder shall be entirely responsible for all other taxes, duties, license fee, Octroi, road permits etc. No increase in base rates will be allowed during the period of the contract.

9.24. Ownership and Use of Data

MPTB holds exclusive rights to all data captured by the system. The bidder cannot sell or use data for its own research or benefit without prior approval from the MPTB .

9.25. Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder terminate the Contract in whole or part: (a) If the successful bidder fails to deliver any or all of the services within the period(s) specified in the Contract. (b) If the successful bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among TENDERERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

9.26. Consequences of Termination

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit / Bank Guarantee.

9.27. Termination for Insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

9.28. Force Majeure

The Bidder shall not be to liable for forfeiture of its performance security, penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, act of god, riots, strikes, change in relevant government policy

etc. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

9.29. Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right: • To vary, modify, revise, amend or change any of the terms and conditions mentioned in RFP; or • To reject any or all the tender/s without assigning any reason whatsoever thereof or to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

9.30. Interpretation of the Clauses

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

10. Special Conditions of Contract

10.1. Infrastructure arrangement by Bidder

The Bidder shall assess and make his own arrangements for infrastructure which includes necessary hardware, system software and transportation of personnel deployed by him, security at the site in addition to the men, machine and material. The bidder should assess the capacity planning and assessment for the solution taking into account the entire period, and shall update/replace the hardware for resources, in order to meet the Service Level Requirements of the solution.

10.2. Risk Purchase

In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, MPTB may at its option, take any or all of the actions detailed below:-

- Implement / Purchase from elsewhere on bidder's Risk or Account the entire or the remaining items and services.
- Forfeit either wholly or the part of the service charges/ security deposits.
- Taking of such other action against the bidder including legal action for breach of contract.
- Levy of penalties or with-held payment to the extent of services not provided.

10.3. Compliance to Guidelines

Bidders to ensure incorporate the guidelines as a must for the social media. It should comply with guidelines issued by Central / Madhya Pradesh State Government Authorized Agencies from time to time.

10.4. Warranties & Intellectual Property Rights (IPR)

- Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.
- Intellectual property in anything developed by the Solution Provider specifically and exclusively for MPTB , and based on the information or data owned by MPTB , shall vest with MPTB .

10.5. Confidentiality

The successful bidder shall treat the details of the documents as secret and confidential for the same successful bidder will enter into an agreement with MPTB.

10.6. Assessment & Remedial Action

The Bidder will put in place evaluation systems to continuously evaluate the performance of its resources.

10.7. Quality Management

The Bidder will deploy exclusive quality management team which will continuously audit the systems and procedures of operations and management

10.8. Industrial Relations and Discipline

The Bidder will put in place appropriate disciplinary procedures and ensure congenial relations with its employees. MPTB shall not intervene in any of the disputes between the employees and management, nor can MPTB be drawn in any circumstances in such disputes

10.9. Remuneration to Employees of Bidder

MPTB will have NO obligation to pay any remuneration, reimbursements or incentives to employees or members of the Bidder. All the payments due to them shall be paid only by the Bidder.

10.10. Compliance to Labour laws

The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

11: Formats & Templates

Format 1: Bid Form (RFP Clause 2.2.1)

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MADHYA PRADESH TOURISM BOARD
Lilly Trade Wing, (Old Lily Talkies)
6th Floor, Jahangirabad, Bhopal-462008

Dated -----, 2018

Ref: "Request for Proposal for Engagement of Agency for conducting
'Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh' against tender No 106.

Dear Sir,

After examined the tender document of Request for Proposal for Engagement of Agency 'Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh' as detailed in the tender document, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, we hereby submit our offer for the tender document of Request for Proposal for Engagement of Agency for 'Study Report and Trend Analysis of Hospitality Sector in Madhya Pradesh', in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying financial Bid.

We accept the RFP document and if we fail to complete the delivery as per the order, we agree that, MPTB shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

We confirm having deposited earnest money of **INR (XXXXXXX)** online through e-procurement portal.

Signature of the Bidder

With stamp and date

12. Format 2: Bidder's Profile (RFP Clause 2.2.3)

(To be submitted on letterhead of the Bidder)

TECHNICAL PROPOSAL SUBMISSION FORM
Section 1: Organizational Details/Personal details
1.1 Name of the Firm/ Organization/ Individual
1.2 Address of the Head Office:
1.3 Address of the Project Offices:
1.4 Telephone, Fax and Email details
1.5 Name and Designation of the Authorized Representative of the tenderer to whom all the references shall be made :
1.6 Address, phone, fax and email of the Authorized Representative
Section 2: Subject Area
2.1 Area of Expertise:
Section 3: Registration Details
3.1 Registration no. and date:
3.2 PAN/TAN card number details
3.3 GST registration Number
3.4 Any other registration
Section 4: Experience & Profile
4.1 Summary of similar projects executed successfully in the past years; focusing on brief descriptions of assignments and experience in similar conditions.
(i) Project title
(ii) Source of funding
(iii) Implementing partners (if any)
(iv) Project duration
(v) Project budget
(vi) Project brief
Section 5: Turnover of last three years (submit audit report/balance sheet) and Net Worth
5.1 Turnover of last three years (submit audit report/balance sheet)
Year 1 (FY 2015-2016)
Year 2 (FY 2016-2017)
Year 3 (FY 2017-2018)
5.2 Net Worth as on 31/3/2018
Section 6: Earnest money deposit (Bid Security) and validity
6.1 Details of Earnest money deposit
(i) Amount of EMD

Signature of the Bidder

With stamp and date

13. Format 3 : Financial Bid Format (RFP Clause 2.3)

To,
Managing Director
MADHYA PRADESH TOURISM BOARD
Lilly Trade Wing, (Old Lily Talkies)
6th Floor, Jahangirabad, Bhopal-462008

Dated -----, 2018

Ref: "Request for Proposal for Engagement of Agency for Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh" against tender No 106.

Sir/Madam,

With reference to tender document for development of application, we submit our financial bid of INR (Rupees (in words)) as total cost for executing the study report as per specification in the RFP document.

Signature of the Bidder

With stamp and date

Note:

1. Prices should be inclusive all duties, Taxes etc., except GST. This price will remain valid for 1 year. MPTB will consider any changes in tax by central / state government after bid submission date

14. Format 4: Declaration Regarding Clean Track

(To be submitted on letterhead of the Bidder)

To,
Managing Director
MADHYA PRADESH TOURISM BOARD
Lilly Trade Wing, (Old Lily Talkies)
6th Floor, Jahangirabad, Bhopal-462008

Dated -----, 2018

Ref: Request for Proposal for Engagement of Agency for "Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh" against tender No 106.

Sir/Madam,

Dear Sir, I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "Study Report on Trend Analysis of Hospitality Sector in Madhya Pradesh ". I hereby declare that my company/organisation has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Date:

Business Address:

Place:

Date:

15. Format 5 :Performance Bank Guarantee (RFP Clause 6.3)

To
The Managing Director
Madhya Pradesh Tourism Board.
Bhopal

In consideration of Managing Director, Madhya Pradesh Tourism Board acting on behalf of the Government of Madhya Pradesh (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") Agency Services for Management of Tourism Exhibitions & Road Shows for Madhya Pradesh Tourism and the Agency representative having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

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

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

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the

Agency representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency representative shall have no claim against us for making such payment.

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

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

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency representative (s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

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

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch