

Madhya Pradesh Tourism Board  
Corporate Identification Number (CIN) – U75302MP2017NPL043078  
Registered Office: 6th Floor, Lily Trade Wing, Jehangirabad, Bhopal  
Madhya Pradesh, India. Pincode – 462008  
Website: [www.tourism.mp.gov.in](http://www.tourism.mp.gov.in)  
Tel.: 0755- 2780600

No. ...4.5.20.....

Bhopal Dated 4..Oct. 2018

**ONLINE TENDER NOTICE**

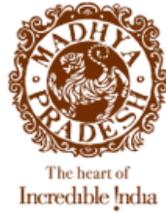
“RFP” for creating and operating audio guides for multiple tourist destinations in Madhya Pradesh vide no.: 01/MPTB/IT/2018-19 dated 04/10/2018.

With reference to the notice issued by Madhya Pradesh Tourism Board. The website for downloading the RFP document and the detailed terms and conditions may please read [www.mpeproc.gov.in](http://www.mpeproc.gov.in).

RFP documents shall be available for 15/10/2018 and last date of submission will be 31/10/2018. The agencies willing to participate in both RFP shall have to apply separately.

For further information please contact 0755-2780600

**Managing Director**



Request for Proposal

**Madhya Pradesh Tourism Board**  
**Corporate Identification Number (CIN) – U75302MP2017NPL043078**  
**Registered Office: 6th Floor, Lily Trade Wing, Jahangirabad, Bhopal**  
**Madhya Pradesh, India. Pincode – 462008**  
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**Tel.: 0755- 2780600**

Tender No: 109 NIT: 4520/IT/MPTB/2018

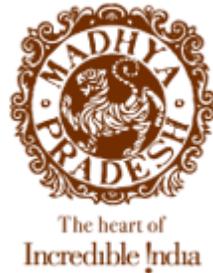
15<sup>th</sup> Oct, 2018

**“RFP for creating and operating audio guides for multiple tourist destinations in Madhya Pradesh”**

MPTB invites offers for “creating and operating audio guides for multiple tourist destinations in Madhya Pradesh” from reputed agencies having requisite experience. The detailed terms & conditions can be downloaded from websites [tourism.mp.gov.in](http://tourism.mp.gov.in) or [mpeproc.gov.in](http://mpeproc.gov.in). For further information please contact no - 7415013845 or email – [manoj.tiwari@mapit.gov.in](mailto:manoj.tiwari@mapit.gov.in). Last date and time for purchase of tender document is 11:00 hours on 30/10/2018 and submission of proposals is 15:00 hours on 31/10/2018.

Managing Director

**Request for Proposal**  
**For**  
**Creating and operating audio guides for multiple tourist**  
**destinations in Madhya Pradesh**



**Madhya Pradesh Tourism Board**

**Bhopal, India**

**Oct 2018**

**DATASHEET**

1.	Name of the Authority: Managing Director, MP Tourism Board, Bhopal
2.	A pre-bid conference will be held: Yes Date: 26 Oct 2018 <b>Time: 11:00 am</b>  <i>Venue:</i> MADHYA PRADESH TOURISM BOARD 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008
3.	Proposal should remain valid for <b>180</b> days from the proposal due date
4.	The Agency / Firm is required to include with its proposal written confirmation of authorization to sign on behalf of the Firm.
5.	The Agency / Firm must submit: i. Technical Proposal (To be submitted online only) ii. Financial Proposal (To be submitted online only)
6.	The Agency/Firms are required to submit Technical Proposal Online. <b>The Bidders shall have to submit their Bids online and upload the relevant documents from as per time schedule (key Dates).</b> All documents / certificates required to be submitted online.
7.	Cost of RFP document <b>Rs.2000.00 (Rs. two Thousands only) + GST @ 18% = 2000+360= 2360/-</b> to be paid online only through <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> .
8.	The Amount for EMD : <b>Rs. 1,00,000.00 only</b> (Rupees One Lacs only)
9.	An Earnest Money Deposit (EMD) must be submitted online only through <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a>
10.	EMD will be returned not later than <b>120 days</b> from bid Due Date. The EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
11.	All correspondence shall be addressed to :  Managing Director,

	MADHYA PRADESH TOURISM BOARD 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Email: info@mptourism.com Contact No. 0755-2780600
12.	Date for opening of Technical Proposal at <b>15:30 pm on 31<sup>st</sup> Oct 2018</b>
13.	Date of Technical Presentation to be informed
14.	Opening of Financial Proposal to be informed

**ABBREVIATIONS**

MPTB	Madhya Pradesh Tourism Board. Also referred as purchaser.
BG	Bank Guarantee
EMD	Earnest Money Deposit
IT/ICT	Information and Communication Technologies
PBG	Performance Bank Guarantee
RFP	Request for Proposal / Tender document / Bid document
SLA	Service Level Agreement
SP/SI	Service Provider. The terms Systems Integrator/ Implementation Partner / Bidder / Vendor are also used interchangeably.
GoMP	Government of Madhya Pradesh
RFC	Request for clarification

**DISCLAIMER**

The information contained in this Request for Proposal ("RFP") document or subsequently provided information to bidders, whether verbally or in documentary form by or on behalf of the Madhya Pradesh Tourism Board (MPTB) of Government of Madhya Pradesh, or any of their employees, consultants or advisers, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the MPTB to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for the MPTB, their employees, consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MPTB, its representatives, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MPTB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Some of the activities listed to be carried out by MPTB as a part of the tendering process or the subsequent implementation are indicative only. MPTB has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in the best interests of MPTB.

## **1. Introduction**

### **1.1. The operations of MP Tourism**

Madhya Pradesh, the heart of incredible India embodies a blend of architectural grandeurs, pristine & unexplored destinations and cultural values. It is indeed a one stop destination for both national and international tourists. The state is endowed with a rich heritage and is known for its numerous monuments, palaces, fortresses, stupas, diverse wildlife, beautifully engraved Asian temples and hill stations. Apart from having UNESCO approved world heritage sites like the Khajuraho Group of Monuments, Sanchi Stupa and Rock Shelters of Bhimbetka, the state is home to 10 stunning national parks, 25 wonderful wildlife sanctuaries and 6 tremendous Tiger Reserves. Moreover, constantly achieving the conservation commitments, the state has proudly gained and maintained a status of the 'Tiger State of India'.

Madhya Pradesh Tourism Board also referred to as the 'MPTB' was established in 2017 with an objective to promote tourism in Madhya Pradesh. Development of 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 are the core objectives of the Board.

### **1.2. Project Objective**

To enhance tourists' experience by creating and operating audio guides for multiple tourist destinations in Madhya Pradesh.

### **1.3. The Request for Proposal (RFP)**

1. This Request for Proposal (RFP) is issued to procure the services of an audio tour solution company to develop and deploy engaging content thru audio guides and to achieve the above mentioned objective.
2. This RFP contains the following
  - a. The eligibility criteria for the bidders
  - b. The specification for the proposed audio guides
  - c. The scope of work for providing audio guide services
  - d. The bidding terms
  - e. The response formats to provide information against eligibility criteria

- f. The technical proposal requirements and response formats
  - g. The commercial proposal requirements and formats
  - h. Proposal evaluation approach
3. The Annexure II of the RFP contains all the formats which are required to be used by the bidders to prepare their proposals.

#### **1.4. Schedule of bidding process**

<b>S. No.</b>	<b>Activity</b>	<b>Date and time</b>
1	Issue of Bid Documents	15/10/2018
2	Pre Bid Meeting	26/10/2018, 1100 hrs
3	Online Tender Purchase Last Date	30/10/2018, 1100 hrs
4	Online Bid Submission Dates (EMD, Technical Bid, Financial Bid)	31/10/2018, 1500 hrs
5	Opening date of Proposals	31/10/2018, 1530 hrs
6	Presentation	Will be informed to shortlisted bidders
7	Financial Bid Opening date	Will be informed to shortlisted bidders

## **2. Scope of Work**

### **2.1. The scope of work for this project includes following:**

#### **1. Creation of audio guide**

- a. Collecting and analyzing the material about the tourist destination
- b. Preparing master script in English that captures the presentation identity of the place in creative manner.
- c. Converting approved English master script in Hindi and other languages.

- d. Recording audio files with a compelling story, narration, background score and sound effects
- e. Loading audio guides of all languages on audio players and structuring them in user friendly menu options

**2. Supply of audio players**

- a. Specifications - Audio players have to be of the latest technology having enough storage capacity to store content in six languages. These players should have backlit numbered keypad with raised central button for visually impaired, CD quality sound, backlit LCD/LED screen having min 100x64 graphic display, onscreen messages in any language, shock resistant, fire retardant material, water resistant, possibility of infra-red/RF triggering of GPS, inter player communication. Battery should be sufficient to support 6 hours for continuous playback.
- b. Procurement, loading and supply of audio players with good quality headset at respective destination
- c. Warranty support

**3. Staffing and management**

- a. Employ sufficient number of personnel at the site
- b. Issuing to and receiving Audio players with headset from visitors.
- c. Assisting visitors with disabilities, foreign language visitors and show children and older adults how to enjoy the tour.
- c. Maintaining audio players in working condition.
- d. Collecting visitor count and feedback data.
- e. Providing regular reports to MPTB

**2.2. Locations**

As per Annexure – I

**2.3. Project Terms and Conditions**

- 1. The audio tour programming shall include a broad menu of layered information developed with the approval of MPTB for general audience in English, Hindi and other specified languages. Other languages will be chosen among French, German, Spanish, Chinese, Japanese, Singhalese, Arabic, Russian, and Korean.

2. Duration of each Audio Guide should be at least 45 min to 1 hour.
3. Each audio guide should cover up to 25 stops / artefacts / masterpieces.
4. The selected agency shall develop, write and produce the programme of audio tour of given destination(s). MPTB will provide the agency with the required information for developing the said programme. However it is expected that the agency visits the site / does its own research to come up with authentic and engaging script. Agency will have to develop and submit master script for approval before creating audio files. Once approved by MPTB, Agency will get the master script translated in other languages and use the same for creating audio files. While translating suitable changes in choice of words may be made to make the guide impressive in respective language.
5. Number of audio players to be supplied and maintained at each location is 50. Any other equipment required for this purpose shall be supplied and maintained by the agency.
6. Each Audio Guide player must be capable of holding multi-language facility and the visitor shall have the liberty to select the language of his/her choice.
7. MPTB will provide reasonable space with electricity and intercom connections where the personnel of the agency can sit and maintain their equipment & files and store spare parts required in connection with providing the Audio guide services. Agency will have to arrange for other facility & equipment themselves.
8. Agency will be responsible for maintaining the desired number of audio players in working condition. The distribution and collection of the audio and multimedia players and collection of charges will be the responsibility of the agency. MPTB will have no responsibility in this regard.
9. The selected agency shall depute a Site Manager and as many personnel (but not less than two) as required for managing and rendering the audio guide service.
10. The safety and security of the equipment will be the responsibility of the agency. It may at its discretion require the visitors taking the players to leave behind an ID or some other acceptable document as security.
11. Agency is required to maintain charging stations of sufficient capacity so that desired number of players is always available in fully charged condition.
12. The devices, at the time of handing over should have sufficient battery so that visitor is able to complete the audio tour without disruption.

13. The agency will prepare a daily report on number of visitors availing the services, collect feedback from select visitors and submit to MPTB on fortnightly basis. MPTB will have the right to inspect the documents relating to audio tour guides service through its authorized officials as and when required.
14. The agency shall make arrangements for periodical inspection of the services by its higher officials and to make available the report of such inspection to MPTB.
15. Printing of maps / information brochure / leaflet of the stops / signage for the destination would be done by the agency in consultation with MPTB.
16. The copyright of the script and audio files will rest with MPTB forever.

### **3. Bidding Process and conditions**

- 3.1. Since the requirements of MPTB for implementation of the proposed audio guide solution, terms of solutions and scope and expertise required are unique, MPTB intends to consider only those organizations that have the requisite quality, capability and competency, experience of carrying out similar project and financial stability to address the requirements of MPTB to provide the proposed Services.
- 3.2. Keeping this requirement in mind MPTB has formulated the eligibility criteria to select the organizations / companies who have the requisite experience, competence and financial strength.
- 3.3. Eligibility Criteria will be used for assessing the capability and the competence of the bidders.
- 3.4. All the bidders will be assessed against the eligibility criteria and all the criteria listed in this section will be used for evaluation.
- 3.5. Bids of bidders who meet the eligibility criteria only will be evaluated further
- 3.6. The commercial bids will not be considered for evaluation for those bidders who fail to meet technical eligibility criteria.
- 3.7. Keeping in mind the requirements laid down in the eligibility criteria, the bidders are suggested to assess their own capability and competency before submitting the bids.
- 3.8. The following criteria are prescribed as eligibility criteria for bidders interested in undertaking the proposed Project. Over and above the eligibility conditions, the bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the MPTB for the entire period of the contract.
- 3.9. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below.

### **3.10. The pre-qualification criteria**

Following are the mandatory prequalification criteria for qualification for bidding in this tender i.e. the bids will be rejected by MPTB in case of non-compliance.

1. Criteria related to Incorporation of the Firm, Legal entity:
  - a. The bidder must be a legal entity registered in India under the Companies Act, 1956, having registered office and operations in India.
  - b. The entity should have been operational in India for at least the last three financial years.
  - c. The bidder must be a single legal entity and not be a consortium of firms.
2. Government Regulation
  - a. The company should not have been black listed or barred from participation in any State/Central government procurement activities in India
  - b. The company should have a Valid PAN number
  - c. The company should have a Valid Service tax number
3. Criteria related to financial viability.
  - a. The average annual sales for the last three financial year ended on 31st March 2018 should be at least Rs 1 crore.
  - b. The bidder should be a profitable company.
  - c. Company should have positive net worth as on 31st March 2018, Net worth is defined as sum of shareholders capital and Reserves & Surplus (not including revaluation reserve)
4. The Bidder should have successfully implemented at least 5 audio guide projects.

### **3.11. General terms of bidding**

1. All documents submitted by the bidder(s) will be treated as confidential.
2. Authority reserves the right to accept or reject any or all bids, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the bidder(s). Authority also reserves the right not to award or enter into any contract or agreement

with any bidder(s), and may terminate the procurement process at any time without thereby incurring any liability to any bidder.

3. Failure by any bidder(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the bidder's proposal in its entirety.

4. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract at any stage.

5. A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.

6. Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

7. It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

### **3.12. 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.

### **3.13. 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.

### **3.14. Contents of RFP**

The Technical Proposal to be submitted online only with the formats included in Annexure II.

### **3.15. Clarifications**

Agency may request a clarification on any of the bid documents on the pre bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing by email to Madhya Pradesh Tourism Board at the email address indicated in the Data Sheet at least one day prior to the pre-bid meeting. MPTB will uploading the same on the tender section of MP E-procurement portal and on tourism.mp.gov.in and may send the copies of the response to all agencies/firms attending the pre-bid meeting. 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 a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e. tourism.mp.gov.in and will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

### **3.16. Amendments Modification of RFP**

1. At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e.tourism.mp.gov.in and in tender section of MP E-procurement portal.
2. Any Addendum thus issued will be notified to all those who have purchased the RFP though e procurement portal. All such amendments/addendum will become part of the bidding document.
3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

### **3.17. 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.

### **3.18. Format & signing of bids**

1. The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through E Procurement portal only.
2. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
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.

**3.19. Submission & marking of Bid**

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

I: Technical Bid (To be submitted online only by uploading on the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in))

II: Financial Bid (To be submitted Online only as per the prescribed format)

**3.20. Bid Due Date**

1. Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.
2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

**3.21. 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.

**3.22. Modifications/ Substitution/ Withdrawal of Bids**

1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION",

"SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.

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

**3.23. Rejection of Bids**

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.

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.

**3.24. 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.

**3.25. 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.

**3.26. Correspondence with the Bidder**

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

**3.27. Earnest Money Deposit**

1. The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 1,00,000/- (Rupees one Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days

from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.

2. Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.

3. The EMD of unsuccessful Bidders will be returned promptly without any interest.

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.

## **4. Evaluation of Bids**

### **4.1. Opening & Evaluation of Bids**

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

2. Technical Bid shall then be opened. Examination of Technical Bid and Determination of Responsiveness of the same.
3. Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.
4. If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.
5. Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;
  - 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 thereof
  - 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
6. The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.
7. If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the

non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

8. The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation .

9. The presentation shall be evaluated on the basis of following parameters:

- a) Content creation methodology (with focus on museums, forts, heritage sites and monuments)
- b) Multi-lingual content development and translation approach
- c) Technology: Audio player options, headphones
- d) Audio production capabilities
- e) On site model for staffing and management of audio guide tours
- f) Case studies (International & Indian clients)
- g) About the company (Offices in India and abroad, Number of personnel, capabilities, Client list, Awards and accolades)
- h) Quality of sample audio files

#### **4.2. Short-listing of bidders**

- a) The Bidder shall be shortlisted on the basis of scoring obtained.
- b) The minimum qualifying marks shall be 70 out of 100 marks.
- c) The segregation of marks shall be as follows:

<b>Criteria</b>	<b>Max. Marks</b>	<b>Marks Obtained</b>
Financial Capability: The agency should have minimum average annual turnover of Rs 1.00/- cr in the last three financial years (15-16, 16-17, and 17-18).  Rs 1 crore: 10 marks  Above Rs. 1 crore 1 mark for every Rs. 1 .00 crore, maximum up to 15 marks	15	

<p>The Bidder should have successfully implemented at least 3 international audio guide tour projects (outside India) involving multi-lingual content.</p> <p>3 Project: 10 marks</p> <p>Above 3 projects 1 mark for every (1) project maximum up to 15 marks</p>	15	
<p>The Bidder should have successfully implemented at least 3 audio guide tour projects in India.</p> <p>3 Project: 10 marks</p> <p>Above 3 project up to 1 marks for every 1 project maximum up to 15 marks</p>	15	
<p>Experience working with multiple foreign languages</p> <p>5 or more languages: 10 marks</p> <p>3-4 languages: 5 marks</p> <p>1-2 languages: 2 marks</p>	10	
<p>Presence of company in India</p> <p>More than one offices in India and more than 10 staff: 5 marks</p> <p>One office in India and more than 10 staff: 4 marks</p> <p>Office in India and less than 10 staff: 3 marks</p> <p>No office in India and more than 10 staff: 2 marks</p> <p>No office in India and less than 10 staff: 1 mark</p>	5	
Presentation	40	
<b>Total</b>	<b>100</b>	

d) On the basis of technical assessment which includes presentation, the financial bids of only the selected agencies whose minimum technical marks are 70 will be opened, in the presence of authorized 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.

e) 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.

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

g) Duration of contract will be initially 3 years which may be extended on Authority's discretion as per mutually agreeable terms. Provided that if the Authority is satisfied with the performance of the agency during the contract period, it may by order, extend the contract period for further two years with 10% increment in operational cost on such terms and conditions as may be mutually agreed.

h) The agency shall launch the audio guided tour within six weeks from the date of issue of work order.

**i) Initial award will be for 5 locations selected from the list of destinations given in Annexure – I. Initial award will also include additional foreign languages, if any.**

**j) Work order for more locations and / or more languages may be given in subsequent phases. Cost of additional destinations, languages and number of audio guide devices will be calculated based on the unit cost quoted by the agency.**

k) The final authority lies at the sole discretion with the Managing Director, MPTB.

l). The contract can be terminated by either party by giving three months' notice period. During the transition period the agency shall handover all assets, documents, information, data and imparts necessary training to MPT staff or any other agency identified by MPTB.

#### **4.3. Opening of Financial Bids**

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

#### **4.4. Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

1. MPTB will determine responsiveness of each Financial Bid in accordance with the price quoted.

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

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.

#### **4.5. 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:

i) 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

ii) 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.

#### **4.6. Evaluation and Comparison of Financial Bids**

1. In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document

This Fee will cover costs / expenses for undertaking work as detailed in the Scope of Work.

2. MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For financial evaluation, total cost of financial proposal will be considered.

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).

3. While evaluating the Financial Bids, MPTB will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

#### **4.7. Clarification of Bids**

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 or by cable/fax, 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. Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

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.

#### **4.8. 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.

#### **4.9. Selection & Award Criteria**

a) 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.

- b) 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.
- c) The points and the criterion have been specified in the RFP.
- d) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be 70:30. The bidders are required to score minimum 70 technical points (technical marks + presentation) to qualify for opening of financial proposal.

#### **4.10. Public Opening & Evaluation of Financial Proposals**

After the technical evaluation (quality) 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 and the financial proposals of such bidders will be returned unopened after the signature of the contract.

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 the prices quoted shall be read out by the Authority.

The proposal with the lowest cost ( $F_m$ ) shall be given financial score ( $S_f$ ) of 100 points.

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

$$S_f = 100 \times F_m / F$$

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:

$$S = S_t \times T_w + S_f \times F_w$$

Where  $S$  = total score

$S_t$  = combined technical score

$S_f$  = 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 bidders 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 shall be the successful agency.

## **5. Proposal preparation, submission and evaluation**

### **5.1. General guidelines for the Technical Proposal**

1. The bidder must fully understand the scope of work section of this RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution, service requirements and other information in the RFP documents before submitting the bids. Failure to furnish all the 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 the proposal of the bidder.
2. The bidder is required to provide in the Technical Proposal details of how it proposes to provide the PROJECT services to address all the requirements of MPTB as listed in this RFP.
3. The bidder is expected to understand the complexity of the project, while preparing the Technical Proposal.
4. The bidder is expected to bid for the project with a complete understanding that, all services and deliverables listed in this RFP need to be fulfilled while executing the project.
5. While the bidder has the freedom in making any assumptions about the processes and functions of MPTB while the details given in this RFP, such assumptions cannot be the basis for any bargaining or different solution than the proposed solution.
6. MPTB retains the right of the final say in the proposed Project in terms of the services and deliverables MPTB expects from the PROJECT, as listed in this RFP.
7. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document.

## **5.2. Outline for the Technical Proposal for the Project**

1. The technical proposal or the technical bid should address all the requirements. The bidder is requested to use the formats provided in the subsequent sections, wherever applicable.
2. The details of the proposed methodology for development of content and how it meets the operational requirements elaborated in the RFP.
3. Approach for implementation of audio guides at designated locations.
4. Project Plan, structure of team and the project timelines
5. Support and maintenance during implementation and after it.

## **5.3. Conditions for technical proposal**

1. The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal.
2. The Technical Proposals must be direct, concise, and complete. Any information that is not directly relevant to this RFP should not be included in the proposal. MPTB will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, MPTB is making available an electronic version of this RFP.
3. MPTB is also open to any suggestions that the bidder may want to render with respect to the implementation of the proposed audio guide, its coverage and the best practices to be adopted in the light of their expertise or experience from similar assignments.
4. Wherever the customer name is asked for, for experience or deliverables, the bidder is required to provide the name. Not providing the name of the customer will be treated as incomplete information and will affect the evaluation process.
5. The bidder shall number all the pages of the Technical proposal including the Annexure and other attachments.
6. The technical proposal must not contain any price information.

#### **5.4. Evaluation of technical Proposal**

1. The technical proposal will be evaluated based on the materials provided in the proposal by the bidders as against the general understanding of what they should be like to meet the requirements of the project.
2. The clarifications provided by the bidders during the evaluation process or if any presentation was organised, the content of the presentation also will be the basis of technical proposal evaluation.
3. The technical proposal will be evaluated against the following broad heading of
  - a. Technical prequalification criteria mentioned in the RFP and the submission of relevant documents along with the technical bid
  - b. The technical scoring by the bidder.

#### **5.5. Commercial Proposal Instructions**

1. The bidder is expected to cost for the complete PROJECT services required to meet the requirements of MPTB as per this RFP.
2. Prices shall be quoted entirely in Indian Rupees.
3. This is a fixed price project without any scope for varying the price during the contract period. The cost of any delay in execution of the project will be borne by the bidder.
4. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
5. It should be separately and clearly indicated how the local taxes will be applied for selling these services by a registered entity in India to MPTB which is headquartered at Bhopal, Madhya Pradesh
6. The quoted price must be detailed and must cover all the requirements of MPTB and the terms and conditions laid out by MPTB. The quoted price must be summarized as specified in this RFP.
7. The bidder is required to provide the price under separate headings, as given in the format for commercial proposal
  - a. Development of ONE audio guide (up to 25 stops / artefacts / masterpieces, duration min 45 min to 1 hr) in English and Hindi languages

- b. Supply of audio guide devices preloaded with audio guides in all languages (qty 50)
  - c. Operational cost for handling audio devices at ONE destination including manpower cost
  - d. Cost of development of audio guide in an additional foreign language for ONE destination
8. The break up for the price elements should be provided as per the formats provided for commercial proposal preparation.
9. For evaluation purposes the cost of point (a+b+c+d) above shall only be considered.

#### **5.6. General Conditions for commercial proposal**

1. For the purpose of costing, the bidders are requested to take the locations of tourist destinations into account.
2. All the rates in the proposal should be valid for 36 months from the date of opening of the technical bid.
4. The bidder is required to bear the cost of movement/stay of its people from its office to the Project sites as well to the other project locations during the project.
5. The bidder is required to ensure that the costing covers the accommodation, costs related to travel & food for the project team of the bidder.
6. Expenses for the senior executives of the bidder to attend the review meetings or meeting of the steering committee should be borne by the bidder.
7. All the communication costs between the project team at the project sites and the company offices will be borne by the bidder.
8. The costs incurred by the project team of the bidder for travel to the other offices and project sites of MPTB, or its customers, partners' etc. for the purpose of the project will be borne by bidder.
9. The bidder is expected to price fully in the commercial proposal for all the services being provided by it to MPTB. Any assumptions about possible future recovery of the under-priced items shall be at the risk of the bidder.

10. The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (zero) in all such fields.

11. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable.

12. If, during the Contract Period, there is any change in the applicable Laws in India with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.

13. MPTB reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.

14. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.

### **5.7. Payment terms**

	<b>Item</b>	<b>Payment milestone(s)</b>
1	Development of ONE audio guide (up to 25 stops / artefacts / masterpieces, duration min 45 min to 1 hr) in English and Hindi languages	<ol style="list-style-type: none"> <li>1. 25% on approval of master script</li> <li>2. Balance 75% on submission of audio files in English and Hindi</li> </ol>
2	Supply of audio player devices preloaded with audio guides in all languages (qty 50)	<ol style="list-style-type: none"> <li>1. 80% on delivery of pre-loaded audio players at the site</li> <li>2. Balance 20% after completion of successful operations for 1 quarter</li> </ol>
3	Operational cost for handling audio devices at ONE destination including manpower cost for 3 years	<ol style="list-style-type: none"> <li>1. Quarterly billing. Based on satisfactory report from MPT Manager.</li> </ol>
4	Cost of development of audio guide in an additional foreign language for ONE destination	<ol style="list-style-type: none"> <li>1. 100% on submission of audio files in additional language</li> </ol>

Note: All the above payments will be made on successful completion and sign off of the above said milestones.

#### **5.8. Notification of Award and signing the contract**

1. MPTB will award the Contract to the bidder whose proposal has been determined to be the successful bidder.
2. Prior to the expiration of the validity period, MPTB will notify through a “Letter of Intent”, to the successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.
3. The notification of award and issue of Letter of Intent will not constitute the formation of the contract.
4. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is 10% of the contract value. This Performance Bank Guarantee has to be from any of the state banks or Nationalized Bank or a Private Bank which is authorized to do business with Government.
5. The contract between the successful bidder and MPTB will come into force only upon the bidder furnishing the Performance Bank Guarantee in 10 days and MPTB signing the contract with the successful bidder.
6. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, MPTB has the right to withdraw the notification of award and next qualified bidder shall be awarded the project
7. If the successful bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, MPTB has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
8. If the successful bidder fails to get into a contract with MPTB as per the Commercial Proposal and the Technical Proposal submitted against this RFP, and all the commitments made during the evaluation process, MPTB has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.

9. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by MPTB and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event MPTB may award the contract to the next best value bidder or call for new proposals
10. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

#### **5.9. Performance Bank Guarantee**

1. The successful bidder shall at their own expenses deposit with MPTB, along with agreement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to MPTB payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of the contract(s). All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
3. The Performance Bank Guarantee shall be valid till 6 months after the end of contract and should be renewed in case of variation in the contract period.
4. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of contract period, the Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by MPTB upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
5. In the event of the bidder being unable to service the contract(s) for whatever reason, MPTB would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MPTB under the contract in the matter, the proceeds of the PBG shall be payable to MPTB as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract. MPTB shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
6. MPTB shall also be entitled to make recoveries from the bidder's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent

value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

**5.10. Complaints and Dispute Resolution**

1. If any of the bidders have any complaints or reservations on the bidding/procurement process, the evaluation etc. the competent authority to be contacted for resolution will be The Principal Secretary, Government of Madhya Pradesh &
2. The decision of the competent authority on the complaints or disputes will be final.
3. Cost of Resolution – Each party will bear the cost incurred by them for resolving the issues.
4. All the disputes shall be subject to the jurisdiction of Bhopal Court.

**Annexure I – List of tourist destinations**

	<b>Destination</b>	<b>Location</b>
1.	Sanchi	Sanchi, Distt. Raisen
2.	Bhimbetka	Bhojpur, Distt.Raisen
3.	Shaurya Smarak	M P Nagar, Bhopal
4.	Tribal Museum	Shyamala Hills, Bhopal
5.	Museum of Mankind	Shyamala Hills, Bhopal
6.	State Museum, Bhopal	Shyamala Hills, Bhopal
7.	The Minto Hall – International Convention Center	Bhopal
8.	Western Group of temples at Khajuraho	Khajuraho, Distt. Chhatarpur
9.	Jahaz Mahal complex, Mandu	Mandu, Distt.Dhar
10.	Orchha Fort complex	Orchha, Distt. Niwari
11.	Gwalior fort	Distt.Gwalior
12.	Gujari Mahal Archeological Museum	Distt.Gwalior
13.	Chanderi	Chanderi, Distt. Ashoknagar
14.	Badshahi Qila, Diwan-e-khas, Diwan-e-aam	Distt.Burhanpur
15.	Lal Bagh Palace	Distt.Indore

**ANNEXURE II: FORMS AND FORMATS**



Title

Signature

Date

(Name and Address of Company)

Seal/Stamp of the Company

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am .....<designation>..... of the .....<Company Name>....., and that .....<Name of the Respondent>..... who signed the above response is authorized to bind “bidders company name”.

Date

(Seal here)

**Litigation Impact Statement**

(Company letter head) [Date]

To

The Managing Director

MPTB

Reference: Creating and operating audio guides for multiple tourist destinations in Madhya Pradesh

Dear Sir,

We hereby confirm that there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of providing the project services to MPTB.

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

Company Seal

Name

Title

Signature

Date

(Name and Address of Company)

Seal/Stamp of the Company

**Conflict of interest**

(Company letter head)

[Date]

To

The Managing Director

MPTB

Sir,

Sub: Undertaking on Conflict of Interest

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MPTB.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold MPTB harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by MPTB and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

**Declaration on Government Regulation**

(To be submitted on the Letterhead of the Bidder)

(Place) (Date)

To

The Managing Director

MPTB

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any Government Authority.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized Signatory

Designation

Company Seal

### **Company Information**

<b>Details of the organization</b>	
Name	
Nature of the legal status in India	
Contact Person	
Email	
Business Phone number	
Cell Phone Number	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of Registered Office in India	
Total number of offices in India	
Total staff strength in India	
PAN Number	
GST Number	
<b>Supporting Documents</b>	
Certificate of Incorporation from Registrar of Companies (ROC), MOA & AOA	
Copy of PAN card	
Copy of GST Registration	

**The Commercial Criteria**

<b>Commercial Information</b>			
	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net worth			
1. Share Holders Capital			
2. Reserves & Surplus (Not including revaluation reserves)			

**Implementation experience**

<b>Creating and operating audio guide (one form for each project reference duly certified by authorized signatory).</b>
<b>Client Information</b>
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,
Nature of business / operations of client
<b>Project Details</b>
Brief description of the Project
Scope of the Project
Languages involved
Details of services provided
Number of Audio players deployed
Supporting Documents attached herewith – Completion certificate

**Request for Clarifications (RFC)**

Bidders requiring specific points of clarification may communicate with MPTB during the specified period using the following format.

<b>BIDDER’S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request with Full formal address of the organization including phone, fax			
Name & position of person submitting request and email points of contact			
<b>S. No</b>	<b>Bidding Document Reference(s) (section number/ page)</b>	<b>Content of RFP requiring Clarification</b>	<b>Points of clarification required</b>
1			
2			

Note:

- The name of the organization and the date shall appear in each page of such a document/email in the header or footer portion.
- The clarifications to be sent only by email as specified elsewhere in this RFP document

**Authorization to be present during bid opening sessions**

(Company letter head)

[Date]

To

The Managing Director

MPTB

Bhopal

Sir,

Sub: Authorization for Representation at Bid Opening – “Creating and operating audio guides at multiple tourist destinations in Madhya Pradesh”

I/We declare and confirm that Mr. /Ms. \_\_\_\_\_ has been duly authorized by us to represent us at the opening of technical and commercial bids. He/She will be carrying valid photo identification as per below details:

Name as on the ID	
ID Number	
Designation	

We undertake to furnish any additional documents that may be requested by you in respect of the aforesaid authorization.

Yours faithfully,

Encl: Photocopy of the ID of the representative

Designated Contact Person

Designation

Company Seal

**Technical Proposal Covering Letter**

(Company letter head)[Date]

To

The Managing Director

MPTB

Bhopal 462008

Dear Sir,

Ref: Creating and operating audio guides at multiple tourist destination in Madhya Pradesh

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the project services to MPTB as required and outlined in the RFP.

We attach hereto the bid technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and MPTB or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of twelve months from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MPTB.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPTB is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MPTB as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      201

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

**Commercial proposal covering letter**

Company letter Head [Date]

To

The Managing Director

MPTB

Bhopal 462008

Dear Sir,

Ref: Creating and operating audio guides at multiple tourist destinations in Madhya Pradesh

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the project services as set out in the bid document. Following is our quotation summarizing our commercial proposal.

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the project services as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and MPTB or its appointed representatives.

If our proposal is accepted, we will obtain and submit a performance bank guarantee in the format given in the bid document issued by a public sector bank in India or a private sector bank authorized to do business with the Government of India and acceptable to MPTB for a sum equivalent to 10% of the total price as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of twelve months from the date fixed for opening the commercial bid and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the MPTB is true, accurate, and complete. This proposal includes all information necessary to

ensure that the statements therein do not in whole or in part mislead the MPTB as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      201

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

**The commercial bid format (to be submitted through MPEPROC online only)**

To

The Managing Director

MPTB

Bhopal 462008

Table C1 – Summary of Commercial Offer

	<b>Item</b>	<b>Unit</b>	<b>Unit price (in INR)</b>	<b>Price for 5 destinations</b>	<b>Taxes</b>	<b>Total including taxes</b>	
1.	Development of ONE audio guide (up to 25 stops / artefacts / masterpieces, duration min 45 min to 1 hrs) in English and Hindi languages	1 Audio guide					(A)
2.	Supply of 50 audio guide devices preloaded with audio guide in all languages	Audio players for 1 destination					(B)
3.	Operational cost for handling audio devices at ONE destination including manpower cost for 3 years	Operational cost for 1 destination					(C)
4.	Cost of development of audio guide in an additional foreign language for ONE destination	Audio guide in 1 additional language					(D)
	TOTAL Cost of Project (E = A+B+C+D)						(E)

Total Cost of Project (E= A+B+C+D) in words: .....

(Name of Company)

**Format for Bank Guarantee (PBG) towards Performance Security**

PERFORMANCE GUARANTEE

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To,

MPTB

Dear Sir,

1. In consideration of Madhya Pradesh Tourism Board (MPTB), having its office at 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 (hereinafter referred to as 'MPTB', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the LOI dated \_\_\_\_\_ with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MPTB having agreed that the CONTRACTOR shall furnish to MPTB a performance guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of 10% of the contract \_\_\_\_\_ (Indian Rupees/ ) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by MPTB on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MPTB in writing. This guarantee shall not be determined, discharged or affected by the

liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that MPTB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that MPTB may have in relation to the Contractor's liabilities.

4. The Bank further agrees that MPTB 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 CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in MPTB against the said CONTRACTOR(s) 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 CONTRACTOR(s) or for any forbearance, act or omission on the part of MPTB or any indulgence by MPTB to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of MPTB under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MPTB discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MPTB or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of High Court of Madhya Pradesh at Bhopal.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MPTB under this

Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MPTB under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of .....20\_\_ at .....

WITNESS NO. 1

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(Signature)

Full name and official

Address (in legible letters)

With Bank stamp

Attorney as per power of

Attorney No.....

WITNESS NO. 2

Dated.....

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(Signature)

Full name and official

Address (in legible letters)