

**MADHYA PRADESH TOURISM BOARD**



**REQUEST FOR PROPOSAL**

**For**

**“A detail study of availability of facilities/Infrastructure and mapping  
of villages of Narmada Parikrama”**

**RFP Reference No. : 02/MPTB/ TRG/2020**

**Issue Date: 21 /01/2020**

**Madhya Pradesh Tourism Board (MPTB)  
6th Floor, Lily Trade Wing, Jahangirabad  
Bhopal - 462008**

## Terms of References

### Introduction

Madhya Pradesh, due to its geographical position is also known as “Heart of India”. The Madhya Pradesh is the second largest Indian state by area and the fifth largest state by population with over 75 million residents. According to the 2011 census, the adivasi population in Madhya Pradesh was 15.34 million, constituting 21.1% of the total population. In addition, 90.80% of the MP residents followed Hinduism, while others are Muslim (6.57%), Jain (0.78%), Buddhists (0.29%), Christians (0.29%), and Sikhs (0.20%)

The state has a very rich culture and home to the cultural heritage of Hinduism, Islam, Buddhism, Sikhism and Jainism. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the state. The temples of Khajuraho are world-famous for their erotic sculptures, and are a UNESCO World Heritage Site. The Madhya Pradesh is also very rich in natural resources. 30.72% of the area covers with forest.

The state is also the one of foremost pilgrimage destination of India. It is having various destinations to visit i.e. Omkareshwar, Maheshwar, Ujjain, Jama Masjid, Taj-ul-Masajid, Sanchi, Gurudwara Shri Badi Sangat Patshahi Dasvin Sahib in Burhanpur etc.

The Madhya Pradesh is also origin of river Narmada. The sacred Narmada River, the lifeline of Central India, is worshipped as Narmada maiyya (mother) or Maa Rewa (derived from “rev” meaning leaping one). One of the five holy rivers of India, it is the only one which has the tradition of being circumambulated from source to sea and back, on a pilgrimage or Yatra.

Being the longest west-flowing river, the Narmada parikrama is a formidable spiritual exercise and challenge—an incredible journey of about 2,600 km. The journey usually starts at the river’s source at Amarkantak in the Maikal Hills in Madhya Pradesh, goes along its southern banks, all the way to its mouth at Bharuch in Gujarat. At Bharuch, Mithi Talai is the point where the Narmada joins the Arabian Sea. Hundreds of pilgrims undertake this expedition barefoot, staying in ashrams, dharamshalas, or village shelters along the way. Those who can’t do the journey on foot, opt for public transport (jeeps and buses), self-drive, with night halts at major holy sites.

The Madhya Pradesh Tourism Board is willing develop various facilities require by the pilgrims in the routes comes within the boundary of Madhya Pradesh. MPTB is willing to carry out a study of Narmada Parikrama route of MP to map the existing facilities and opportunities to develop new facilities required by the pilgrims.

### Method of the study

The whole journey of Narmada Parikrama is about 2600 km long, which includes Madhya Pradesh and Gujarat. The Madhya Pradesh Tourism Board (MPTB) would like to conduct study for the route comes within the boundary of Madhya Pradesh.

The MPTB, to carryout the study, has divided the whole Narmada Parikrama route into three parts

1. Amarkantak to Jabalpur (both side of the river)
2. Jabalpur to Hoshangabad (both Side of the river)

### 3. Hoshangabad to Alirajpur (both side of the river)

The MPTB, to conduct a survey of each part of Narmada Parikrama route, is willing to take the services of agency (ies).

The bidder may apply for one or all parts to conduct the study. If the bidder is applying for more than one part in that case, they have to submit bid separately for each part.

Use of GPS enabled tablets for data collection and web application for project monitoring: to ensure the data collection from field and day-to-day monitoring of the task agency has to ensure the following arrangements:

- a. Use of GPS enabled tablets for data collection as per the questionnaire / schedule. The data should be geo-tagged.
- b. Centralized repository of survey data - Centralized web serve arrangements for the project period to store the collected data.
- c. A dashboard web application to monitor the day-to-day progress of various milestones.

#### **Scope of work**

1. The study of secondary data available on Narmada Parikrama for doing Narmada Parikrama through various modes i.e. by walk, by transport separately.
2. Identification of most preferable route for doing Parikrama by walk and by any means of transport both. Geo-tagging of identified route for Narmada Parikrama, and distance of villages from origin point of Narmada and distance between each village.
3. Listing & mapping of villages (with census code) of Parikrama route from which pilgrims passes through or stay.
4. Village wise mapping of all types of facilities/infrastructure (private, government both) available in mapped villages for the pilgrims. Geo-tagging of identified infrastructure.
5. Identification of the facilities required by the pilgrims in these mapped/listed villages.
6. Identification of infrastructure requirements/gaps in listed villages to facilitate the pilgrims. Also, map the identified infrastructure with government schemes through which they could be built.
7. Village wise identification and listing of the families who provides various facilities/services to pilgrims. Also the mode and terms on which facilities/services being provided by families.
8. Identification and listing of various local / seasonal events, festivals are being organised in relation to Narmada Parikrama and also in listed villages of Narmada Parikrama routes.
9. Identification of villages, which could be developed for tourism purpose, and identification of infrastructure requirement to develop these identified villages as tourism village.
10. Identification and listing of the families of villages who are willing to start homestay facilities for the pilgrims and tourist in villages.

#### **Eligibility Criteria for the bidders**

1. Must have registered legally in India i.e. company, society, trust etc.
2. Must have minimum 5 years of existence.

3. The agency must have at least 15 staffs on its payroll.
4. Must have an experience of conducting the similar type of study particularly for the government agency. (essential)
5. Turnover of the agency from consulting assignments should be Rs. 1 Cr. / annum in last two years (2017 - 18 and 2018 - 19).
6. Experience of working in Madhya Pradesh (desirable)

The bidder may apply for one or more than one part to conduct the study. *If the bidder is applying for more than one part, in that case they have to submit separate bids for each part.*

### **Team Composition**

1. Specialist Tourism
2. Specialist Infrastructure
3. Expert IT & E-governance
4. Expert Social Development

The selected team should possess a strong capacity in qualitative research skills, interpersonal skills and knowledge of the local state context. Agency has to ensure that proposed team can justify each area under the study.

### **Deliverables**

1. Soft copy and 3 hard copies of draft report in English and Hindi.
2. Soft copy of all data collected during the assignment.
3. Soft copy and 3 hard copies of the final report in English and Hindi both.
4. Presentation to MPTB upon preparation of final report.

### **Time Line for the Study**

1. Inception Report – Within 20 days after the signing of MOU. Inception report should contain literature review, preparation and pre-testing of schedules (if any) etc.
2. Progress Report 1 – Within 30 days of inception report. Progress report 1 should contain training of field staff, initiation of field survey, data collection, data cleaning, tabulation plan, preliminary chapters etc.
3. Progress Report 2 – Within 30 days of Progress Report 1. Progress report 2 should contain final tables, analysis, top line findings etc.
4. Draft Final Report with Presentation – Within 20 days of Progress report 2.
5. Final Report – Within 10 days of draft final report.

### **Payment Schedule**

For lump-sum contracts, payment will be made based on milestones indicated for each activity as below:

1. 20% on submission of Inception Report.

2. 20% on timely submission of Progress Report 1. Reporting format of progress report-1 will be jointly developed and get approval of Director (S&T), MPTB.
3. 30% on the submission of draft report and presentation.
4. 30% on the end of final report submission and approved by the MPTB.

**Note:** 1. The report and all background documentation including computer database of questionnaires will be the property of MPTB. Soft copy and hard copies of above reports, other documents must be submitted to MPTB.

2. The bidder would also give the undertaking that the information collected during the assignment will not be disclosed/ presented anywhere without obtaining prior permission of the MPTB. The report, material etc. generated/ collected during the study will be the property of MPTB and MPTB will have proprietary rights.

MPTB would endeavour to adhere to the following:

<b>S. No.</b>	<b>Event Description</b>	<b>Scheduled Date</b>
1	Publication of NIT	21/01/2020
2	Pre Bid Meeting	03/02/2020
3	Proposal Due Date (PDD) (i.e. last date of receiving RFP)	18/02/2020, 03:00 PM
4	Opening of Technical Proposals	18/02/2020, 04:00 PM
5	Opening of Financial Proposals	To be decided by Committee
Validity of Proposals		Not less than 90 days

## INSTRUCTION TO BIDDERS

### 1. Introduction

MPTB will select an agency to provide the services outlined in the Terms of Reference and in accordance with the method of selection specified in this RFP. Bidders are therefore invited to submit a Technical Proposal and a Financial Proposal. These proposals will be the basis for contract with the selected consultant.

### 2. The “Consortium”

The bidders may also apply in consortium. In case of consortium, make sure that:

- The Lead Agency of the Consortium will be the single point of contact for the purposes of the RFP, till the Effective Date. For which agency has to designate a contact person who may be the Team Leader of the study.
- The roles and responsibilities of the Lead Agency and member agencies have to clearly mention in RFP. However, the Lead Agency will only be responsible for all required deliverables.
- A copy of the Jt. Bidding Agreement should be submitted along with the Proposal. The Jt. Bidding Agreement entered into between/ amongst the members of the Consortium should be specific to the Project and should fulfil the requirements, failing which the Bid shall be considered non-responsive.

### 3. Proposal Format and Content

1. Bidders are required to submit **Technical Proposals** in **spiral bind** document as per the format attached in **Annex A**.
2. Bidders are required to submit softcopy of Technical Proposals and other bidding related documents in CD. (*Please note that financial proposals are not expected in soft copy*)
3. Bidders are required to submit **Financial Proposals** in the format attached in **Annex B**. It shall list all costs associated with the assignment, including:

#### Choose as Appropriate

- An all-inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the office, if any;
  - An all-inclusive amount for any travel related expenses (indicating the number of Trips required by each team member);
  - Other costs, if any, indicating nature and breakdown;
4. Bidders are required to submit **Bid Security** in separate envelop.
  5. Submission of the wrong format for either the Technical or the financial proposal may result in the proposal being deemed non-responsive.

#### **4. Marking and Returning Proposals**

- 1. SEALED PROPOSALS** must be and dispatched to arrive at the MPTB office indicated **NO LATER THAN** the CLOSING TIME AND DATE. Proposals received in any manner other than as outlined in clauses 3.1 to 3.5, will be **INVALIDATED**.
- Proposals shall be submitted in duplicate, in English, and shall be sealed in Outer and 3 inner envelope and all envelopes shall indicate the title of the study, RFP Reference No., bidder's name and Address. The **outer envelope** shall be addressed as follows:

**Attention: Director Skill & Training,**

**Madhya Pradesh Tourism Board**

**6th Floor, Lily Trade Wing, Jahangirabad, Bhopal – 462008**

- The first inner envelope shall be marked **Technical Proposal for “A detail study and mapping of villages of Narmada Parikrama For PART ..... (mention the part no. for which applying)” with soft copy and addressed in the same manner as the outer envelope**, and shall be in the prescribed format.
- The 2nd inner envelope shall be marked Financial Proposal for “A detail study and mapping of villages of Narmada Parikrama for PART ..... (Mention the part no. for which applying)” and addressed in the same manner as the outer envelope, and shall be in the prescribed format.
- The 3rd inner envelope shall be marked Bid Security “A detail study and mapping of villages of Narmada Parikrama for PART..... (Mention the part no. for which applying)” and addressed in the same manner as the outer envelope.
- Information, which the bidder considers proprietary, should be clearly marked as such. All-information provided by the bidder will be treated as confidential and used for MPTB internal purposes only.

#### **5. Time for Receiving Proposals**

- Sealed Proposals received prior to the stated closing time and date will be kept Unopened. A designated officer/Committee of MPTB will open proposals within designated time and proposal received thereafter will not be considered.
- MPTB will accept no responsibility for the premature opening of a Proposal, Which is not properly addressed or identified.
- Modification by fax of sealed Proposals already submitted will not be considered.

#### **6. Public Opening of Proposals**

- Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. **The only envelope that will be opened at public bid is the Financial Proposal.**

## **7. Request for Information**

1. Any request for information regarding the specifications should be mailed to Director, Skill & training at dirskill@mptourism.com

## **8. Corrections**

1. Erasures or other corrections in the Proposal must be explained and the Signature of the Bidder shown alongside.

## **9. Modifications and Withdrawal**

1. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal.
2. Proposals may be withdrawn on written or faxed request received from bidders prior to the opening time and date. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

## **10. Bid Security**

1. The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 1, 00,000 (Rs. One Lakh) in the form of Demand Draft/ Bankers Cheque of any nationalized / scheduled bank in favour of “Madhya Pradesh Tourism Board” payable at Bhopal. Any Proposal not accompanied by the Bid Security shall be rejected by MPTB as not qualified. Bid Security by the unsuccessful bidders will be refunded by way of handing over the Demand Draft/ Bankers Cheque duly endorsed by the Competent Authority of the MPTB. The Bid Security of the successful bidder will be adjusted against the Performance Security to be recovered. Under any circumstances, MPTB will not be liable to pay any interest on the Bid Security.

### **2. Forfeiture of Bid Security**

Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its proposal or derogates from the proposal in any respect within the period of validity of its proposal. Further, if the successful bidder fails to furnish the required performance security within the specified period, its Bid Security will be forfeited.

## **11. Validity of Proposals**

1. Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. MPTB may also request the validity period to be extended.

## **12. Quality Assurances**

1. If the Bidder is already quality certified, or in the process of being quality certified (for example, ISO 9001/9002/BS certified), this should be clearly indicated in the proposal and a copy of the certificate attached to the proposal.

### 13. Rights of MPTB

1. MPTB reserves the right to INVALIDATE any Proposals for reasons mentioned above, and, unless otherwise specified by MPTB or by the Bidder, to accept any item in the Proposal.
2. MPTB reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of MPTB, is not in a position to perform the contract.

### 14. Evaluation of Proposals

1. From the time the proposals are opened to the time the contract is awarded, bidders shall not contact MPTB on any matter and any attempt to influence MPTB in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.
2. Following closure of the RFP, a MPTB evaluation team to assess their merits will evaluate proposals. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.
3. 2-stage procedure will be utilized in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Financial Proposal. Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.
4. Tenders for this contract will be assessed in accordance with good commercial practice and will involve both a technical and commercial evaluation. Technical Proposals will be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and the point system specified in the following table:

<b>CATEGORY</b>	<b>MAX POINTS</b>	<b>MIN. Q. POINTS</b>
<b>A. 1. OVERALL RESPONSE</b>	<b>(10)</b>	<b>(6)</b>
<ul style="list-style-type: none"><li>• Understanding of and responsiveness to, MPTB requirements;</li><li>• Understanding of Scope, Objectives and Completeness of response;</li><li>• Overall concord between MPTB requirements and the proposal</li></ul>		
<b>2. METHODOLOGY</b> <ul style="list-style-type: none"><li>• Quality of the proposed approach and methodology for the study</li><li>• Quality of proposed implementation plan (milestone wise), i.e. How the bidder will undertake each task, and time-schedules</li></ul>	<b>(15)</b>	<b>(9)</b>
<b>3. PROPOSED TEAM</b> <ul style="list-style-type: none"><li>• Team Leader a</li><li>• Expert 1</li><li>• Expert 2</li><li>• Expert 3</li><li>• Expert IT &amp; e-governance</li></ul>	<b>(15)</b>	<b>(10)</b>

<b>4. ORGANISATIONAL CAPACITY</b> <ul style="list-style-type: none"> <li>• Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments:</li> <li>• Financial status of the organization</li> <li>• Quality Certified as per clause 12.1</li> </ul>	<b>(15)</b>	<b>(10)</b>
<b>5. Presentation on Technical Proposal (Special focus to overall response and Proposed methodology) by agency</b>	<b>(20)</b>	<b>(5)</b>
<b>TOTAL MARKS FOR TECHNICAL COMPONENT</b>	<b>(75)</b>	<b>(45)</b>
<b>B. FINANCIAL PROPOSAL - PRICE</b> <ul style="list-style-type: none"> <li>• 25 marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest Price.</li> </ul>	<b>(25)</b>	<b>N/A</b>
<b>TOTAL MARKS</b>	<b>100</b>	

5. The Agency has to make a presentation on RFP. The date of presentation will be informed separately.
6. Technical Proposals receiving the minimum points or higher, will be Considered technically responsive and the Financial Proposal will be opened of only these bidder(s). Proposals, which are considered non-technically competent and non-responsive, will not be given further consideration.
7. Tenders (Technical and Financial) will be made available to the partner government or organization that will benefit from the services when they are part of the evaluation panel.
8. After the technical evaluation is completed, MPTB shall inform those bidders who secured the minimum qualifying technical mark, the date, time and location for opening the Financial Proposals. **Financial Proposals shall be opened publicly in the presence of bidders' representatives who choose to attend.**
9. The Financial Proposals shall be evaluated using Quality and Cost Based Selection, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 25 points. The financial scores of the other proposals will be in inverse proportion to the lowest price. Proposals will be ranked according to their combined technical and financial scores using the weights given to technical and financial. The bidder achieving the highest combined technical and financial scores will be awarded for the assignment.
10. The evaluation formula is outlined as follows:  

$$Sf = 100 \times Fm/F$$
in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

#### **14. Error in Proposal**

- 14.1 Bidders are expected to examine all instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

#### **15. RFP Terms and Conditions**

1. This RFP and any responses thereto, shall be the property of MPTB. In submitting a proposal, the bidder acknowledges that MPTB reserves the right to:

- Visit and inspect the bidder's premises;
  - Contact any/all referees provided;
  - Request additional supporting or supplementary information;
  - Arrange interviews with the proposed project team/consultants;
  - Reject any/all of the proposals submitted;
  - Accept any proposals in whole or in part;
2. Bidders shall bear all costs associated with the preparation and submission of proposals, and MPTB shall not be responsible for these costs, irrespective of the outcome of the bidding process.

## **GENERAL TERMS AND CONDITIONS**

### **1. Award of Work:**

After selection, a Letter of Intent (the "LoI") shall be issued, in duplicate, by MPTB to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, MPTB may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant, and the next eligible Bidder may be considered.

### **2. Performance Security:**

Upon receipt of Letter of Intent (LoI) from MPTB, the successful Bidder shall furnish the Performance Security of an amount equal to **20% of the estimated cost** of Services/Financial Proposal by way of **Bank Guarantee** for the due performance of the Contract in the format of Performance Security Form will be given by MPTB. The Selected Bidder shall furnish the Performance Security within the time specified in LoI but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 240 days from the date of LoI and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry of 240 days, if required, which shall be valid for the period of three months beyond the date of completion of assignment.

### **3. Acknowledgment Copy**

Signing and returning the acknowledgment copy of a contract issued by MPTB or beginning work under that contract shall constitute acceptance of a binding agreement between MPTB and the Consulting agency.

### **4. Delivery Date**

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

## **5. Payment Terms**

- MPTB shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Consulting agency's invoice, which is issued only upon MPTB's acceptance of the work specified in the contract.
- Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- The prices shown in the contract cannot be increased except by express written agreement by MPTB.

## **6. Limitation of Expenditure**

No increase in the total liability to MPTB or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorised or paid to the Consulting agency unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

## **7. Tax Exemption**

The consulting agency authorises MPTB to deduct from the consulting agency invoice any amount representing such taxes or duties charged by the Vendor to MPTB. Payment of such corrected invoice amount shall constitute full payment by MPTB.

## **8. Legal Status**

The Consulting agency shall be considered as having the legal status of an independent Consulting agency vis-a-vis MPTB. The Consulting agency's personnel and Associate consultants shall not be considered in any respect as being the employees or agents of MPTB.

## **9. Consulting agency's Responsibility for Employees**

The Consulting agency shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

## **10. Indemnification**

The Consulting agency shall indemnify, hold and save harmless and defend, at its own expense, MPTB, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Consulting agency or its employees or Associate consultants in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consulting agency, its employees, officers, agents, servants or Associate consultants. The obligations under this Article do not lapse upon termination of this Contract.

## **11. Insurance and Liabilities to Third Parties**

- The Consulting agency shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- The Consulting agency shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Consulting agency represents that the liability insurance includes Associate consultants.
- The Consulting agency shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Consulting agency or its agents, servants, employees or associate consultants performing work or services in connection with this Contract.
- The Consulting agency shall, upon request, provide MPTB with satisfactory evidence of the insurance required under this Article.

## **12. Source of Instructions**

The Consulting agency shall neither seek nor accept instructions from any authority external to MPTB in connection with the performance of its services under this Contract. The Consulting agency shall refrain from any action which may adversely affect MPTB and shall full fill its commitments with the fullest regard to the interests of MPTB.

## **13. Title to Equipment**

Title to any equipment and supplies which may be furnished by MPTB shall rest with MPTB and any such equipment shall be returned to MPTB at the conclusion of this Contract or when no longer needed by the Consulting agency. Such equipment when returned to MPTB, shall be in the same condition as when delivered to the Consulting agency, subject to normal wear and tear.

## **14. Copyright, Patents and Other Proprietary Rights**

MPTB shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At MPTB's request, the Consulting agency shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the MPTB in compliance with the requirements of the applicable law.

## **15. Confidential Nature of Documents**

1. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consulting agency under this Contract shall be the property of MPTB, shall be treated as confidential and shall be delivered only to the MPTB authorized officials on completion of work under this Contract.

2. The Consulting agency may not communicate any time to any other person, Government or authority external to MPTB, any information known to it by reason of its association with MPTB which has not been made public except with the authorization of the MPTB; nor shall the Consulting agency at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with MPTB.

#### **16. Force Majeure; Other Changes in Conditions**

1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consulting agency shall give notice and full particulars in writing to MPTB of such occurrence "change if the Consulting agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consulting agency shall also notify MPTB of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, MPTB shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Consulting agency of a reasonable extension of time in which to perform its obligations under the Contract.
2. If the Consulting agency is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract MPTB shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 17, Termination", the period of notice shall be seven (7) days.
3. Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

#### **17. Termination**

1. If the Consulting agency fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Consulting agency be adjudged bankrupt, or be liquidated or become insolvent, or should the Consulting agency make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consulting agency, MPTB may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days' notice to the Consulting agency.
2. MPTB reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Consulting agency, in which case MPTB shall reimburse the Consulting agency for all reasonable costs incurred by the Consulting agency prior to receipt of the notice of termination.
3. In the event of any termination no payment shall be due from MPTB to the Consulting agency except for work and services satisfactorily performed in conformity with the express terms of this contract.
4. Upon the giving of such notice, the Consulting agency shall have no claim for any further payment, but shall remain liable to MPTB for reasonable loss or damage, which may be

suffered by MPTB for reason of the default. The Consulting agency shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

5. Upon termination of the contract, MPTB may require the Consulting agency to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim MPTB may have arising out of this contract or termination, MPTB will pay the value of all such finished work delivered and accepted by MPTB. The initiation of arbitral proceedings in accordance with Article 24 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

### **18. Sub-Contracting**

In the event the Consulting agency requires the services of associate consultants, the Consulting agency shall obtain the prior written approval and clearance of MPTB for all Associate consultants. The consulting agency have to ensure that the associate consultants/ agency should meet all the obligation required. The approval of MPTB of an Associate consultant shall not relieve the Consulting agency of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

### **19. Assignments and Insolvency**

The Consulting agency shall not, except after obtaining the written consent of MPTB, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Consulting agency's rights or obligations under the Contract. Should the Consulting agency become insolvent or should contract of the- Consulting agency change by virtue of insolvency, MPTB may, without prejudice to any other rights or remedies, terminate the Contract by giving the Consulting agency written notice of termination.

### **20. Use of MPTB Name**

The Consulting agency shall not use the name of MPTB or abbreviation of this name for any purpose.

### **21. Officials not to Benefit**

The Consulting agency warrants that no official of MPTB has received or will be offered by the Consulting agency any direct or indirect benefit arising from this Contract or the award thereof. The Consulting agency agrees that breach of this provision is a breach of an essential term of the Contract.

### **22. Prohibition on Advertising**

The Consulting agency shall not advertise or otherwise make public that the Vendor is furnishing goods or services to MPTB without specific permission-of MPTB.

### **23. Settlement of Disputes**

#### **Amicable Settlement**

The Parties shall use. Their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Government of Madhya Pradesh Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

## **Arbitration**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration & Conciliation Act, 1996 at Bhopal, Madhya Pradesh.

The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only.

The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **24. Privileges and Immunities**

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

## **25. Authority to Modify**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consulting agency shall be valid and enforceable against MPTB unless provided by an amendment to this Contract signed by the authorized official of MPTB.

## **26. Replacement of Personnel**

MPTB reserves the right to request the Consulting agency to replace the assigned personnel if they are not performing to a level that MPTB considers satisfactory. After written notification, the Consulting agency will provide curriculum vitae of appropriate candidates within three (3) working days for MPTB review and approval. The Consulting agency must replace the unsatisfactory personnel within seven (7) working days of MPTB's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Consulting agency shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract.
- Personnel whose resumes were submitted with the proposal; and
- Individuals who are designated as key personnel by agreement of the Consulting agency.

In notifying the project authority, the Consulting agency shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement

Acceptance of a replacement person by the project authority shall not relieve the Consulting agency from responsibility for failure to meet the requirements of the contract.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by MPTB.

## **ANNEX A: TECHNICAL PROPOSAL FORMAT**

**TECHNICAL DOCUMENT 1:** Technical Proposal Submission Form

**TECHNICAL DOCUMENT 2:** Bidder's Organization and Experience

- A. Bidder's Organization
- B. Bidder's Experience

**TECHNICAL DOCUMENT 3:** Description on below: -

- A. Understanding of scope, objectives and completeness of response
- B. Description of Approach:
  - a. Key guiding principles for the study.
  - b. Framework for the study.
  - c. Information need matrix
  - d. Capacity building of study team members
  - e. Any other.
- C. Methodology:
  - a. Detail research design including sample design and estimation procedure.
  - b. Field process protocol control.
  - c. Specify suggestive tool for data collection
  - d. Structure of analysis and report
  - e. Team meetings
  - f. Any other (PL. mention)
- D. Work plan for performing the assignment:
  - a. Gantt chart-work plan and schedule of Key Personnel (milestone wise)

**TECHNICAL DOCUMENT 4:** Team composition and Task Assignments

**TECHNICAL DOCUMENT 5:** Audited Balance Sheets and Profit & Loss Statements for the last three years (*in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.*)

**TECHNICAL DOCUMENT 6:** A note on potential Conflict of Interest issues and how these are proposed to be avoided

**TECHNICAL DOCUMENT 7:** Letters of Association from associate Consultants/individuals (if applicable)

**TECHNICAL DOCUMENT 1 - TECHNICAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

To:  
The MD,  
Madhya Pradesh Tourism Board  
Bhopal

Subject:

Reference:

We offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert Number]* dated *[Insert Date]* and our Proposal. We submit our Proposal, which includes this Technical proposal, and Financial Proposal sealed under a separate envelope.

We confirm that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than *[Insert Date]*.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address:\_\_\_\_\_

***NOTE-Please submit softcopy of Technical Proposals and other bidding related documents in C.D.***

## TECHNICAL DOCUMENT 2 - BIDDERS ORGANISATION AND EXPERIENCE

### A- Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment]

### B- Bidder's Experience

[Using the format below, provide information on **each assignment for which your firm, and each associate for the assignment**, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting **services similar to the ones requested under this assignment.**]

Assignment name	Approx. value of the contract (in Rs.):
Country: Location within country	Duration of assignment (months):
Name of Client	Total No of staff-months of the assignment
Address:	Approx. value of the services provided by your firm under the contract (in Rs.):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by
	associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Relevance of the assignment:	

### TECHNICAL DOCUMENT 3 - DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO UNDERTAKE THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. In this chapter you should explain your understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You are suggested to present your proposal divided into the following four sections:

- **Understanding of scope, objectives and completeness of response**
- **Description of Approach**
- **Methodology**
- **Work Plan**
- **Understanding of scope, objectives and completeness of response**
- **Description of Approach.** a. Key guiding principles for the study.
  - Framework for the study.
  - Information need matrix
  - Capacity building of study team members
  - Any other.
- **Methodology.** You should explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - Detail research design including sample design and estimation procedure.
  - Field process protocol control.
  - Specify suggestive tool for data collection

Type of respondents	Issue will be studied	Methods /tools to be used

- Structure of analysis and report
- Team meetings
- Any other (Pl. mention)
- **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and lay out of the reports. You should include Gantt chart-work plan and schedule of Key Personnel (milestone wise).

### TECHNICAL DOCUMENT 4 - TEAM COMPOSITION AND TASK ASSIGNMENTS

In Technical Document 4, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**Professional Staff Accountable to the Study**

<b>Position Assigned</b>	<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Task Assigned</b>

Pl. attached dully signed CVs of Key Team Members with self-declaration who are expected to provide the services mentioned above (not more *than two A4-sized pages per CV; minimum font size 12*)

**TECHNICAL DOCUMENT 5:** Audited Balance Sheets and Profit & Loss Statements for the last three years (in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.)

**TECHNICAL DOCUMENT 6:** A note on potential Conflict of Interest issues and how these are proposed to be avoided

**TECHNICAL DOCUMENT 7:** Letters of Association from associate Consultants/individuals (if applicable)

**The agencies are expected to furnish the following details in their proposals also:**

1. Respondent groups to be covered
2. Key research questions to be answered by each respondent category
3. Appropriate methods of contacting and interviewing the respondents
4. Key analyses to be attempted
5. Appropriate graphical illustration of some of the suggested analyses
6. Anticipated limitations of the survey methodology proposed
7. Comments on the scope of work set out for the agency
8. Project Implementation Plan including the following details:
  - Manpower plan (team size, team composition, reporting structure, hours/ days of involvement per team member and proposed function of each team member)
  - Time plan (illustrated through a Gantt chart) and daily workload estimates
  - Division of project responsibilities among team members under each key function (research/ advisory, operations/ supervision, and administrative support)
  - Quality control system put in place for the project

Technical and financial proposals received without the above details shall be considered incomplete and summarily rejected. Please do not submit any publicity material (e.g. organization brochures or capability documents).

## **ANNEX B: FINANCIAL PROPOSAL FORMAT**

**FINANCIAL DOCUMENT-1** Financial Proposal Submission Form

**FINANCIAL DOCUMENT-2** Summary and Breakdown of Professional Fees & Expenses

FINANCIAL DOCUMENT-1 FINANCIAL PROPOSAL SUBMISSION FORM

*[Location, Date]*

To:

The MD

Madhya Pradesh Tourism Board

Bhopal

Subject:

Reference:

We offer to provide services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] this amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_

Name of Consulting Agency:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

**FINANCIAL DOCUMENT 2 – SUMMARY AND BREAKDOWN OF PROFESSIONAL FEES & EXPENSES**

**A. Out of Pocket Expenses**

- a. Travel Costs
- b. Accommodation and subsistence cost
- c. Communication cost
- d. Documentation and reporting cost
- e. Training cost if any
- f. Any other Cost (Specify)

**Total Projected Out of Pocket Expenses Rs.**

**B. Professional Fees : Rs.** \_\_\_\_\_

**Total Proposed Cost (A+B): Rs.** \_\_\_\_\_

**(In Words)** \_\_\_\_\_

*Note: The proposed cost must be excluding of taxes applicable.*