



NOTICE INVITING TENDER (NIT)
(CLOSED TENDER)

Madhya Pradesh Tourism Board (MPTB)
Registered Office: 6th Floor, Lily Trade Wing (above D Mart),
Jahangirabad, Bhopal - 462008
Tel.: 0755-2780600
Website: www.tourism.mp.gov.in

NIT for Appointment of Organization from the list of empaneled Agencies of M.P. Tourism Board for "Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (MP)".

NIT No.: 1345/PLG/MPTB/2022

24/12/2022

Proposals are invited from empaneled Agencies of MP Tourism Board for selection of consultant for the "Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (MP)". Terms and Conditions can be downloaded from website www.tourism.mp.gov.in For any other information contact 0755-2780600 or e-mail at jdplg.mptb@mp.gov.in. Last date and Time for Online Bid Submission is 15 /03 /2022 till 17:00hrs.

(As Approved By MD, MP Tourism Board)


**Joint Director
(Planning)**

Madhya Pradesh Tourism Board
Department of Tourism
Government of Madhya Pradesh
Bhopal (M.P.)

NOTICE INVITING TENDER
(Closed Tender)

Name of work: Appointment of Organization from the list of empaneled Agencies of M.P. Tourism Board for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (MP)

1. Tender Fee : NIL
2. Tender issuing date : from 24.02.2022
3. Last date & time for offline submission of tender : up to 15.03.2022 till 17:00Hrs.
4. Date of presentation : to be informed.
5. Date and time of opening of tender (Financial bid) : to be informed.

Note: - Bids are invited from Empaneled organizations of MP Tourism Board only for providing consultancy services for Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (M.P.)

Bidding would be done through offline dropping in tender box at MP Tourism Board, 6th floor, Lily Trade Wing Centre, Jehangirabad, Bhopal (M.P.)-462008.

Madhya Pradesh Tourism Board Bhopal

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1. DATA SHEET

1	Name of the Authority: Madhya Pradesh Tourism Board
2	Method of Selection: Quality Based Selection (QBS)
3	A Presentation will be held: Physical Date: (to be informed) Time: hours
4	Proposal should remain valid for 90 days from the proposal due date
5	All the pages of this tender along with Financial Bid are to be signed and to be dropped in the tender box. Complete tender document with financial bid is to be submitted. If tender documents are not given along with the Financial Bid, tender will be rejected.
6	<p>The Bidder are required to submit sealed Technical Proposal and separately sealed financial proposal. <u>Email submissions are not allowed.</u></p> <p>(I) Sealed envelope marked Envelope – I, marked as “Technical bid” shall contain all the required documents (as per technical bid), each page duly signed and stamped. The envelope shall be super scribed as ENVELOPE – I – Technical bid for “Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (M.P.)”.</p> <p>(ii) A separate sealed envelope marked Envelope – II should contain FINANCIAL BID as specified in the NIT. The envelope shall be super scribed as ENVELOPE -II Price Bid for “Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (M.P.)”</p> <p>Both the sealed envelope should be put in a separate sealed cover super scribed as Tender documents for “Conceptualization, Designing, Preparation of DPR & Supervision during execution of Museum of Music in Gwalior (M.P.)”.</p>
7	The tender documents can be downloaded from our website: www.tourism.mp.gov.in

10	Proposals must be submitted as per scheduled date and time. Tender received after this date & time will not be considered.
11	Address for submission of the tender Joint Director (Planning) Madhya Pradesh Tourism Board, 6 th Floor, Lily Trade Wing, Jehangirabad , Bhopal – 462008 0755- 2780600.
12	Cost of preparing the Proposal and site visit : Cost of preparing a proposal, site visit, presentation including visits of negotiating a contract, if any, is not reimbursable and shall be borne by the Bidder.
13	Deliverables All report / Drawings etc. are to be submitted in 5 Hard copies and 2 soft copies.
14	Bidders are advised to visit and examine the site and satisfy themselves before submitting their offer. The nature of site, the means of access to the site, accommodation they may require and in general to obtain all necessary information as to the risks, contingencies and other circumstances may influence or effect their tender.
15.	Authority Representative/ Point of contact for any queries related to the Tender are: - Abhishek Thakur Civil Engineer (Planning) Madhya Pradesh Tourism Board, 6 th Floor, Lily Trade Wing, Jehangirabad, Bhopal – 462008 <u>+91-9630051299.</u>

2. Terms of Reference (TOR)

Madhya Pradesh Tourism Board also referred to as the “MPTB” is a nodal agency under Department of Tourism, Government of Madhya Pradesh (“DoT”) with a mandate to Plan tourism infrastructure in the State of Madhya Pradesh.

The Organizations empaneled in MPTB participating in the bidding process of said project are also referred to as “Bidder”.

3. Proposed Project: -

MPTB is issuing this tender for inviting proposals from expert and reputed firms empaneled with MPTB with proven experience in conceptualizing, planning, designing preparation of DPR, supervision of execution of Museum of Music at Gwalior, MP.

MP Tourism board has got administrative approval for planning & execution of Museum of Music in Gwalior (M.P.). The DPR of project is to be planned according to guidelines of “**Museum Grant Scheme**” of **Ministry of Culture, Govt of India** or any other Central /State Govt. or any other funding agencies scheme as directed by MPTB.

As Gwalior has rich history of India classical music because of “Sangeet Samrat Tansen” as he was form Gwalior & one of the popular Gharana of Indian classical music is “Gwalior Gharana”. Museum of Music will be dedicated to history and journey of music in Gwalior. History of music in Gwalior travels long back and it is the birth place of may historic musician like Tansen & Baiju Bawra.

The Museum of Music may have library having digital collection of great Indian music & facilities for providing broader access to the digital collections of music. It may be designed to create greater awareness about the music, oral & visual musical traditions of the country & for developing knowledge about rich Indian traditions in the field of music. Number of local Polk songs will be made available to listen via music library and interactive games will also be available through which visitors can try making music of their own choice.

We already have heritage buildings called “Moti Mahal” and Gorkhi complex at Gwalior in which the “Museum of Music” is to be established. A comparative study of both the buildings is proposed to be done for selection of better option for execution of the project.

Exhibits will display the journey of music in the region & its contribution to the world. Major attraction of the museum could be real instrument which are native of Gwalior or used by various musicians of Gwalior will be displayed with all related information.

The project includes designing interior of the existing building according to theme. Journey of Indian Music can also be presented by Photographs & painting virtual reality. Collection of audios visual and updated musicological instruments of the really time to the modern musicology may also be part of the proposed Museum. Museum of Music, Gwalior should be interactive and apply contemporary concepts of Museum making provision for audio guides etc.

4. Fees And Reimbursement

The employer agrees to pay the Consultant as remuneration for the professional services to be rendered by the relation to the said work as stipulated in clause 4 here of, the said fees being hereinafter called the “FEES”.

5. Scope of Work & Deliverables

Under this assignment, for the Museum of Music at in Gwalior (M.P.) consultancy is expected to carry out these activities.

Part-A

- i. Prepare a Detailed Project Report (DPR): -Carry out background studies and assessments** to inform the Museum's content and design. Preparation of DPR in consultation with MPTB including **preparation of Detailed Estimates & Detailed drawings** Including all relevant architectural and engineering specifications as well as management plan for the Museum.
- ii. Follow up with funding Ministry/Department/Agency, making presentations as & when required, incorporation of suggestions provided by funding agency & submission of final DPR.**

Part-B

- i). Supervise the execution of the proposed works** for quality assurance and adherence to DPR. Preparation of detailed execution plan, tender documents, detailed working drawings, biddable documents, timeline with PERT Chart for execution of work on site by contractor, Monitor the progress milestones and recommend on the completion of milestones of the Implementing Agencies.

6.1 Part-A : Preparation of DPR

Background studies & assessment

(i) Historical/Cultural research. The consultancy will examine historical events, cultural ethos and expressions amongst other relevant aspects in order to inform the overall conceptualization and subsequent preparation of the DPR. The research should also inform the approach for the definition of statement of purpose and content display.

Output: Initial conceptual framework and approach for the network of venues based on the area's history, living heritage and its defining elements and evolution.

(ii) Detailed mapping and documentation of existing conditions of each site/building first of all comparative analysis of available options for execution of Museum work will be carried out for finalization of best option. Then detailed mapping & documentation for selected building /area have to be carried out as a baseline for the work. This will entail:

a. Sourcing Information

Obtain existing master plans, land use drawings, building codes and urban design guidelines from appropriate government agencies, as required

b. Surveys

1. **Building and Site Conditions:** Total station survey of the site and building
2. **Socio-Economic and Environmental Mapping:** Mapping of the living, economic and social activities in the surroundings of the areas of intervention, which may influence the architectural and interpretative proposals.
3. **Surroundings Condition Assessment:** Detailed condition assessment of the roads, adjacent built structures and street facades, open spaces and natural features, infrastructure, services and amenities etc., in main intervention areas.
4. **Output:** Detailed profile of buildings and /sites with surroundings along with drawings along with drawings (if required).

(iii). **Scope of Work: Content development and exhibition plan for the Museum/ Interpretation Centre:** The consultancy will be responsible for proposing the overall interpretative and exhibition concept and any other soft aspects aimed at sustainable management and maintenance of the Venues. The multiple functions of heritage interpretation and exhibition making (i.e., curation, design, fabrication, production, installation, maintenance) may be considered accordingly

The consultancy will have to show the concept along with 3D tours of proposed components of project.

Output: - Overall in interpretative, exhibition & management plan.

(iv) **Stakeholder consultations.** Based on the previous activities, the consultancy will map and identify key stakeholders and communities, including those likely to influence, contribute (i.e., co-finance, co-manage, advise, etc.) or be affected by the proposed interventions, their suggestions, insights and concerns. The consultancy will ensure that all stakeholder mapping and consultations both take a gender-sensitive approach and consider the views/needs of project.

Output: - Consultation minutes /records and stakeholder's map.

(v) **Preparation of detailed design, drawings and estimates of final components to be included in DPR before submission.** Detailed Cost Estimates including detailed specifications for all the proposed works and activities. The capital and operational costs should be estimated based on the project specifications.

(a) **Detailing of –curatorial, architectural, engineering works** to be financed the detailing should be sensitive to the history and significance of the sites/area and –surrounding socio-cultural, economic and ecological features as previously identified through the historical research, site survey and consultations. Key aspects to be detailed including, inter area buildings design/rehabilitation, landscaping, exhibition areas, incubation areas, accessibility schemes, visitation pattern, signage, and others as required, with an emphasis on learning and safety aspects and the linkages with the surrounding communities.

The detailing may lead to tailor made specifications in terms of design, materials and workforce for the later execution of works given the historical setting and scope of work. Special attention should also be given to culturally appropriate technologies and local materials for ease maintenance and operation of the network of venues financed under the subproject.

Output: Site plans, schematic conceptual drawings of the network of venues in context

- (b) **Environmental and social screening** of the proposed works to be carried out, including assessment of the nature and extent of potential environmental, social, economic and cultural impacts (if any) and risks associated with the proposed project. The analysis should identify any adverse impact due to proposed interventions such as loss of immovable assets, natural habitats, livelihood or sources of livelihood or any other negative impact, including quantification of impacts and specific mitigation measures.

Output: Social and environmental screening, analysis, risks identification, opportunities and benefits identification, as well as strategies for rehabilitation, mitigation and management plans, where necessary.

- (c) **Cost estimates** including detailed specifications for all the proposed works and activities. The capital and operational costs should be estimated based on the project specifications.

Output: Detailed cost estimates for all proposed works and activities.

6.2 Part-B : Preparation of tender documents & Detailed working drawings and supervision (Post sanctioned and budgetary allocation of project):

- (i) **Detailed execution plan, Preparation of BoQ and Tender Documents.** The tender documents will be prepared as per Government of Madhya Pradesh Standard Procurement Manual; along with tender specifications, tender drawings, and bill of quantities (BOQ) etc. It will include timeframe, responsible agencies, monitorable schedule of implementation and indicators per chart and management plan covering all stages of the implementation process to ensure coordination and minimization of disruption for the general public; IEC and capacity building components; training requirements; and community participation.

Output:- Detailed execution action plan for the work.

(ii) Supervision and Quality Control: -

To ensure the contractor follows the proposed and approved designs and concepts, the consultancy will supervise the implementation of the works and activities. • Monitor the progress milestones and recommend on the completion of milestones of the Implementing Agencies.

- Suggest modifications in the Implementing Agencies work program method statements, material sources etc., including activity scheduling and resource programming.

Output: Regular field observation checklists, including recommended improvement / modifications if necessary.

6.3 Main Deliverables

- (i) **Conceptual framework for the network of interpretative and cultural venue** based upon and including a report on the findings and documentation from desk reviews, reconnaissance assessments, physical, social, cultural and ecological profiles of each building/site as well as complete social and environmental screening and analysis (**Within 4 weeks of contract signature**)

(ii) Draft DPR including preliminary design approach, 3 D virtual tours site plans and micro detailing of any architectural, engineering drawings and of soft components; EMP/RAP/GAP as required; cost estimates and an O&M and execution action plan for all investments (**Within 8 weeks of contract signature**)

(iii) Final DPR incorporating all comments from major stakeholders and detailed design, estimate, drawings, Specifications, etc. (Within 12 weeks of contract signature). The DPR should include, inter alia:

(a) Buildings Design and Space Planning — the description of the scope of work for each building/site.

(b) Spatial elements that will be added, where, why and, operationally, what is required to maintain anything proposed. It should present interpretive possibility located both indoor and outside.

(c) Content Approach and Visualizations — a concept-level review of what content will be provided in the Museum. This approach should ideally be vetted by scholars.

(d) A written description of what the visitor can see and do at each venue and what will be provisioned, in terms of interpretive design tools, to further visitor appreciation. This should explain how the Museum will engage the visitors in a learning journey.

(e) Operations Planning — staffing requirements, up-keep costs, and plans for economic self-sustainability, in addition to other considerations that all cultural institutions must make as they self-analyze the ‘business case’ for their existence.

(f) Implementation Overview — detailing how the overall project can be implemented, on-time and budget.

(g) Detailed design, drawings, estimates.

(h) 3D tour of proposed Museum.

(i) Exhibit Works design report, including but not limited to:

- Design control documents for all exhibit works
- Outline of graphics & text for all exhibits including technology & AV works
- Lighting design report
- Detailed estimate of all exhibit fabrication works including an O&M period of 3 years by fabricator.
- Programming outlines for Lighting, AV, and all other technological works.

(i) Follow up with funding agencies, making presentations as required & incorporation suggestions in DPR till funding.

After Sanctioning of Project :

(iv)Regular supervision reporting before, during and after works: Complete regular field observation checklists, including recommended improvements and/or modifications, complete records of tests, measurements, progress reports, etc. Bid Process Management, Preparation of tender documents including BoQs. Detailed execution action plan for the work.

6. Timeline and Payment Schedule

PART A :			
S No	Description of Deliverables	Time line	Payment schedule
1	Concept presentation and finalization	1 months (4 weeks) from the date of issue of work order.	20% of sanctioned consultancy fees for Part A
2	Submission of draft DPR including all necessary drawings, designs and specifications	2 months (8 weeks) from the date of issue of work order.	30% of sanctioned consultancy fees for Part A
3	Submission of final DPR along with working drawings and detailed Estimates, 3D Virtual Tour in 5 Hard and 2 soft Copies.	3 months (12 weeks) of the date of issue of work order.	40% of sanctioned consultancy fees for Part A
4	After Sanctioning of Project from State/ Central Govt. or any other agency	As per procedure & as per actual time taken.	10% of sanctioned consultancy fees for Part A
Total			100% of Part A
PART B :			
1	Monitoring during execution of project up to Completion.	To be paid on quarterly basis on submission of visit report depending on physical and financial progress of the project (30% physical Progress of project)	30 % of sanctioned consultancy fees for Part B
2	Monitoring during execution of project up to Completion.	To be paid on quarterly basis on submission of visit report depending on physical and financial progress of the project (60 % physical Progress of project)	30 % of sanctioned consultancy fees for Part B
3	Monitoring during execution of project up to Completion.	To be paid on quarterly basis on submission of visit report depending on physical and financial progress of the project (90 % physical Progress of project)	30 % of sanctioned consultancy fees for Part B
4	Monitoring during execution of project up to Completion.	To be paid on quarterly basis on submission of visit report depending on physical and financial progress of the project (100 % physical Progress of project)	10 % of sanctioned consultancy fees for Part B
Total			100%

7. **Period of Contract:**

- 7.1 **The total contract period shall be of 2 years including part A & part B. But not earlier than execution of project. The time period can be extended by MPTB as per mutual consent.**
- 7.2 The contract period shall be of 3 months for Part A from the date of contract signature & may be extended based on quality of deliverables, overall performance and mutual consent but not earlier than sanction of project.
- 7.3 For Part B, Separate work order will be issued before start of execution.
- 7.4 Both the parties will have the right to cancel the contract by giving one month notice.

8. **Submission & Evaluation Criteria**

Limited Tenders in Two bid system are invited on behalf of MPTB from empaneled organizations for **Preparation of Detailed Project Report** along with Conceptualization, Designing & Supervision during execution of Museum of Music in Gwalior (Madhya Pradesh).

1) **Submission Criteria**

The tender shall be submitted offline in two parts, viz., Technical Bid (Sealed Envelope A)and Financial Bid (Sealed Envelope B). **Both the sealed envelope should be put in a separate sealed cover super scribed as Tender documents for “Preparation of Detailed Project Report along with Conceptualization, Designing & Supervision during execution of Museum of Music at in Gwalior (M.P.)**

A) Technical Bid

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

- i) All tender documents duly signed and stamped.
- ii) CVs of subject matter expert with relevant project experience details.
- iii) Self-Declaration of team (proposed at the time of Empanelment) availability with the firm for the said project.
- iv) Experience Certificates for Museums related to Music & similar projects. (Suitable evidence such as **completion certificates from the client or work order/letter of award/agreement from the client or self-certificate of completion (Certified by the Statutory auditor/ CA)** should be submitted.

B) Financial BID

- I. Financial Bid (Attached as **ANNEXURE A**)

2) Evaluation Criteria

The Quality Based Selection (QBS) Selection method will be adopted in evaluating the proposals.

A) **Technical Evaluation**

QBS procedure shall be adopted in evaluating of the Bids as under:

- a) The evaluation criteria for assessing the proposals are as follows:

S. No.	Evaluation Criteria	Max Marks
1	Technical	
	Concept and Presentation The Bidder has the liberty to conceive the project at their own ideas keeping in the mind that shall cover all components as shown in the tender documents with architectural features. They must visit the site before the presentation. The presentation to be prepared on the basis of technical approach and methodology , Work Plan, Concept Design, 3D views and Broad Cost for each Component.	
A	Potential and Constraints perceived by the Bidder for Detailed Project Report for Development of Museum of Music at in Gwalior (M.P.)	30
B	General approach, concepts and elements to be adopted by the Bidder for the proposed DPR	15
C	Subject Matter Experts/ Music Expert having relevant education & experience of Music Industry.	15
D	Previous Similar Projects Experience	10
E	Concept Design & 3D View	20
F	Broad Cost for each Component	10
TOTAL		100

Note: - The CV of subject matter expert with relevant project experience details is to be submitted along with technical proposal. The team proposed by firm at the time of empanelment in MPTB should be available for the said project. Self-certified copy of each member assuring availability with the firm for the said project should be submitted.

9. Terms & Conditions:

The Bidder selected shall abide by all the terms & conditions of MPTB as follows:

- i) The detailed project reports should be made in accordance to the Guidelines of “Museum Grant Scheme” of Ministry of Culture, Govt of India. or any suitable Central / State Government’s scheme as directed by MPTB.**
- ii) The Bidder shall bear all the expenses whatsoever it may for the site visit.
- iii) The Bidder shall appoint any specialist/Architect/consultant if required for the said work at their own cost.
- iv) The Bidder shall follow the time schedule for the completion of various items of work as agreed upon. The time of performance so provided in the schedule shall be the essence of the contract.
- v) The appointment shall be done for both part- A and B mentioned in clause 6 of documents. Separate financial bids will be quoted by bidder. Firstly, consultant will be engaged for Part A and after budgetary allocations from State/ Central Govt Part -B of agreement will be applicable.
- vi) The Bidder fee for preparation of Detailed Project Report shall be released as per clause 7. TDS as per rules shall be deducted from the payment of Bidder fee.
- vii) MPTB shall have the right to terminate the appointment by giving 30 days’ notice in case the firm does not perform to the satisfaction of MPTB.
- viii) MPTB reserve the right to accept or reject any/all offers without assigning any reason thereof.
- ix) All the above documents of tender shall be signed by the firm & submitted with proposal in envelop 1.
- x) All the corrigendum/extension regarding this tender will be informed through mail/letter.
- xi) The work shall be awarded to who get highest marks as per QCBS mentioned in the tender. If financial quote of bidder is found suitable then, an agreement to be executed on stamp paper of as per state govt is rule with successful tenderer after award of work and complete tender document will form the part of agreement.
- xii) **Discharge of Functions to be Performed by the Bidder** - The Bidder hereby agrees that the fees to be paid as provided herein will be full discharge of function to be performed by them and no claim whatsoever shall be against the Employer in respect of any proprietary rights on the part of any other party relating to the Detailed Project Report. The Bidder shall indemnify and keep indemnified the employer against any such claims and all costs and expenses paid by the employer in defending themselves against such claims. The

Bidder shall always keep the employer indemnified against any claim concerning any other parties in connection with the discharge of their responsibility under the agreement.

- xiii) In the event of the failure of the Bidder to complete and do the work within time schedule as stated in the program chart and in a satisfactory manner or in the event of the Bidder committing a breach of any one or more of the terms and condition of the agreement, without prejudice to his rights to claim damages or any other rights or remedies under law, the employer shall be entitled to terminate the services of the consultancy of Bidder.
- xiv) In case of failure to complete the Detailed Project Report in proper time or abandonment of work or any other reason, the employer will be justified to levy penalty. The quantum of compensation will be determined by the MD, MPTB, subject to the maximum of 10% of the total fees payable.
- xv) In case of termination of the work, all details pertaining to Detailed Project Report submitted by the Bidder will be sole property of MPTB. MPTB will free to implement the details pertaining to Detailed Project Report directly or through any other Bidder, with or without making changes.
- xvi) **Arbitration** - Any dispute or difference whatsoever arising between the parties with regard to the interpretation, construction, meaning, scope operation or effect of this agreement or the breach thereof shall be referred to the Managing Director, Madhya Pradesh Tourism Board for appointment of sole arbitrator as per provisions of the Arbitration and conciliation Act, 1996 as amended from time to time. The sole arbitrator shall not have any direct or indirect or any past or present relationship or interest in any of the parties. The Arbitration proceedings shall be held in Bhopal and the laws of India shall govern this agreement. The court in Bhopal shall have exclusive jurisdiction.

10 . Selection Criteria

Financial proposal of the firm getting highest marks in technical evaluation will be opened & awarded if found financially justified.

(a) Note: if MPTB feels that, there is any negotiation needed in financial quoted by bidder, as per Mutual consent of both parties bidder may be asked to revise the proposal. If bidder denies for revision, then second highest marks bidder financial envelop will be opened. The Authority will determine whether the financial proposals are complete, correct and free from any computational error and indicate correct prices in local currency (Indian Rupee).

The Authority will notify the successful tenderer in writing by letter and e-mail. 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 Authority to provide the envisaged services described in the Scope of work.

11. Letter of Intent

After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof may consider second highest bidder for project. Also, can initiate the bidding process again for the other Qualified Bidders or may annul

the bidding process and take steps to start a fresh bidding process.

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

12. Special conditions

1. **Conflict of Interest** - The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Bidder and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.
2. The contract shall include provisions limiting future engagement of the Bidder for other services resulting from or directly related to the firm's consulting services in accordance with following requirements: -
 - A. The Bidder shall provide professional objective and impartial advice and at all times hold the employer's interest's paramount without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own interests. Conservative Professional shall not be hired for any assignment that would be in conflict with their prior or current obligations to other employers or that may place them in a position of being unable to carry out the assignment in the best interest of the employer without limitation on the generality of the foregoing Conservative Professional shall not be hired under the circumstances set forth below:
 - a. Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services covered by these Guidelines) – A firm that has been engaged by the employer to provide goods, works or non-consulting services for a project or any affiliate that directly or indirectly controls is controlled by or is under common control with that firm shall be disqualified from providing consulting services resulting from or directly related to those goods works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project or any affiliate that directly or indirectly controls is controlled by or is under common control with that firm shall be disqualified from subsequently providing goods, works or services other than consulting services covered by these Guidelines resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various from Conservative Professional, contractors or suppliers) which together are performing the Contractor's obligation under a turnkey or design and build contract.
 - b. Conflict among consulting assignments – Neither Bidder (including their personnel

and sub- agency/organisation nor any affiliate that directly or indirectly controls is controlled by or is under common control with that firm shall be hired for any assignment that by its nature may in conflict with another assignment of the Bidder.

- c. Relationship with Employer's staff – Bidder (including their experts and other personnel and sub- agency/organization that have a close business or family relationship with a professional staff of the Employer (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment (ii) the selection process for the contract or (iii) the supervision of such contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
 - d. Bidder shall submit only one proposal. If a Conservative Professional including a joint venture partner submit or participates in more than one proposal all such proposal shall be disqualified. This does not however preclude a consulting firm to participate as a sub- Conservative Professional or an individual to participate as a team member in more than one proposal when circumstances justify and if permitted by the tender.
3. Bidder Liability – The Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the professional by the applicable law.

13. Performance Bank Guarantee/ Security Deposit

Within 10 days of the selected firm being intimated about its selection it has to submit a Performance Bank Guarantee of 3% of the contract value in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank and valid for contract duration plus six months and any applicable extension periods as may be mutually accepted. **The bank guarantee must be drawn in the format as specified in Annexure B of this Tender Document.**

14. Disqualification:

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

- a. Submitted the proposal after the response deadline.
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. Submitted more than one proposal.
- g. Was declared ineligible or Blacklisted by the Government of India/State/UT Government for corrupt and fraudulent practices.

15. Commencement and Termination of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the date of issue of work order (“Effective Date”) to the Firm by MPTB, unless otherwise agreed by the Parties.

If the bidder firm does not commence the Services within the designated period as stated above, the MPTB may, by not less than 1 (one) weeks’ notice to the firm, declare their appointment to be null and void, and the bidder shall be deemed to have accepted such termination. In the event of termination, MPTB may opt for Second bidder for award of work.

13. Termination of Agreement:

In case of Unavoidable circumstances or change in government policies which may prevent to go ahead with the project, MPTB may terminate the entire agreement or any part of the agreement without paying any compensation to the bidder. However, MPTB will make the payment up to the stage as per timeline up to which the bidder has completed the work and submitted the report and the security amount deposited will be returned. In case of Non-Performance or Unsuccessful completion of project by consultant. MPTB Reserves the right to terminate the agreement after giving one-month notice.

ANNEXURE A

Madhya Pradesh Tourism Board

1. Financial Bid

Name of Works: Appointment of Agency from the list of empaneled organizations of M.P. Tourism Board for Preparation of Detailed Project Report for development of Museum of Music in Gwalior (M.P.)

S.No.	Description of Work	Lump Sum Quoted Fee exclusive of GST (In Indian Rs.) both Words & figures
1.	Part-A:- Conceptualization, Designing, Preparation of Detailed Project Report for Museum of Music in Gwalior (M.P.).as per the scope of work mentioned in the tender.	
2.	Part-B:- Bid Process Management, Supervision of execution and quality control + preparation of tender document + BoQ. Preparation of working drawing, BOQs tender documents and supervision of execution during the project.	
	Total	

(In words Rs-----)

Signature of the firm with
Seal / Stamp

Annexure B – Format of Performance Bank Guarantee

From a Public Sector Bank only

This Deed of Guarantee executed on this ____ day of _____, 2021 at _____ by _____ (Public Sector Bank only), having its Head Office/Registered

Office at _____ and inter-alia a Branch Office at _____ (hereinafter

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

In favour of Madhya Pradesh Tourism Board. (MPTB), 6th floor, lily trade wing centre, Jehangirabad, Bhopal.-462008

1. (hereinafter referred to as “MPTB”)

WHEREAS

- A. [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [_____] (herein after referred to as “Bidder ”, which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract for “**Conceptualization, Designing, preparation of DPR & Supervision during execution of Museum of Music in Gwalior (M.P.)** As part of the Contract, the Bidder has to provide a Performance Guarantee for an amount equivalent to 3% of the Bid Price in the format specified;
- B. At the request of the Bidder , the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the bidder of its obligations under the said contract during the implementation period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

- A. The Guarantor hereby irrevocably guarantees the due and punctual performance by the bidder of all its obligation under the said Agreement during the implementation period;
- B. The Guarantor shall, without demur, pay to MPTB sums not exceeding in aggregate Rs. _____ (Rupees _____) within five (5) calendar days of receipt of a written demand therefore from MPTB stating that the BIDDER has failed to meet its performance obligations under the said contract during the implementation period. The Guarantor shall have not to go into the veracity of any breach or failure on the part of the bidder or validity of the demand so made by MPTB and shall pay the amount specified in the demand

notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Vendor or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof;

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- C. In the event of delay on the part of the Guarantor to pay on demand, the Guarantor shall be liable to pay interest at the rate of fifteen (15) per cent, compounding quarterly, to MPTB. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Performance Guarantee; The Guarantor shall also indemnify and keep MPTB indemnified against all losses, damages, costs, charges claims and expenses whatsoever which MPTB may suffer, pay or incur by reason of or in connection with any default on the part of the Vendor, including legal proceedings taken against the said BIDDER and/or the Guarantor for the recovery of the monies referred to above;
- E. The Guarantor hereby agrees that without the concurrence of the Guarantor, MPTB and the BIDDER shall be at liberty to vary, alter or modify the terms and conditions of the contract executed by the MPTB with the BIDDER, and in particular to defer, postpone or revise the payment schedule under the contract, modify the work at site and payment of interest or other monies under the contract on such terms and conditions as maybe considered necessary by MPTB;
- F. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security;
- G. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the BIDDER in favour of MPTB may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealised or lost. In order to give effect to this Guarantee, MPTB shall be entitled to treat the Guarantor as the principal debtor;
- H. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (2 years + 60 days from the date of signing of agreement) unless discharged/released earlier by MPTB in accordance with the provisions of the said contract. The Guarantor's liability in aggregate shall be limited to a sum of Rs. _____ (Rupees _____ only);

- I. This Guarantee shall not be affected by any change in the constitution or winding up of the bidder /the Guarantor or any absorption, merger or amalgamation of the bidder/the Guarantor with any other person;
- J. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

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

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

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

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