



Madhya Pradesh Tourism Board
(CIN): U75302MP2017NPL043078
6th Floor, Lily Trade Wing,
Jahangirabad, Bhopal Madhya
Pradesh, India. Pin code – 462008
Website: www.tourism.mp.gov.in

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DESIGNING &
FABRICATION OF MADHYA PRADESH TOURISM PAVILION**

NIT No:2287/2023/E&M/MPTB

System No: 2023_MPTB_267220

12 April 2023

Bids are invited for **Selection of Agency for Designing & Fabrication Of Madhya Pradesh Tourism Pavilion**. The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> www.tourism.mp.gov.in For any other information, contact +91-9407057416 or email on cs.mptb@mp.gov.in contact no. **0755-2780600** or email on: marketing.mptb@mp.gov.in . Last date and Time for online submission is 16/05/2023- 03:00 PM.

Managing Director

Request for Proposal For Selection of Agency for Designing & Fabrication Of Madhya Pradesh Tourism Pavilion



The heart of

Incredible India

Madhya Pradesh Tourism Board

Bhopal, Madhya Pradesh

DISCLAIMER

The information contained in this RFP document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Bidder/Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

DATA SHEET

1.	Name of the Authority: Managing Director, Madhya Pradesh Tourism Board (MPTB), Bhopal, Madhya Pradesh
2.	Method of Selection: QCBS (Quality-cum-Cost Based Selection)
3.	The Agency(Bidder) are required to submit Technical Proposal Online Only.
4.	Financial proposal to be submitted Online only
5.	A Pre-Bid Conference will be held: Yes Date: 27/04/2023 Time: 15:00 PM Venue: Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008
6.	Proposal should remain valid for 180 days from the proposal due date
7.	The Bidder is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
8.	The Bidder must submit: i. Technical Proposal (To be submitted Online Only) ii. Financial Proposal (To be submitted Online Only)
9.	Cost of RFP document to be paid: Rs.11800/- (Rs. Eleven Thousand Eight Hundred only) including GST. Cost of RFP to be paid online only through MP E- Procurement Portal towards non-refundable RFP Document Fees and Rs. 295/- (Rupees Two hundred and ninety-five only) towards non-refundable e-procurement processing fees through online payment at E-Procurement portal (www.mptenders.gov.in).
10.	The Amount for EMD: Rs. 2,00,000/- only (Rupees Two Lakh only) EMD to be submitted Online Only through MP E-Procurement Portal (www.mptenders.gov.in) by NEFT/RTGS/Net Banking or Card Payment only.
11.	EMD will be returned not later than 120 days from Proposal Due Date, except in case of the 2 Lowest-ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the Selected Bidder. The selected bidder's EMD shall be returned upon submission of performance guarantee.

	All correspondence shall be addressed to: <u>Managing Director</u> 12. Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Contact No. 0755-2780600 Email: marketing.mptb@mp.gov.in Website: www.mptourism.com
13.	Date for Opening of Proposal: 17/05/2023, 03;00 PM
14.	Expected date for Presentations & Opening of Financial Proposal of eligible bidders: Will be informed to shortlisted bidders.

1 INTRODUCTION & BACKGROUND

1.1 INTRODUCTION

Madhya Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the centre of country. It has been home to cultural heritage of Hinduism, Buddhism Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state globally. All the tourism related initiatives of the Government of Madhya Pradesh (GoMP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of GoMP.

1.2 OBJECTIVE

The Madhya Pradesh Tourism Board promotes various tourism activities in the state of Madhya Pradesh. The MPTB participates in various State/ National level exhibitions, trade fairs, travel marts, seminars, workshops, road shows etc from time to time in major cities of India to create awareness among the tourists, attract investment and showing the strengths of the State in tourism sector.

The objective of MPTB in participating in their events is to showcase Madhya Pradesh as a tourist destination with its wide range of tourism products.

To establish uniformity in brand positioning we need services of a professional Agency having previous experience of handling work at fairs / exhibitions/travel marts for conceptualization, construction, designing and construction of Madhya Pradesh Tourism Pavilion during the event as per the scope of work below.

1.3 SCOPE OF WORK

1.3.1 MP Tourism Pavilion

- a) Conceptualization, designing and construction of the Madhya Pradesh Tourism Pavilion.
- b) The theme, design and layout plan will be submitted by the Bidder to be approved by MPTB (theme like wildlife, heritage, religious, cultural, nature, rural, wellness).
- c) The creatives, banners, posters, prints etc. used for pavilion will become the property of the Madhya Pradesh Tourism Board.

- d) The Pavilion should essentially focus on Madhya Pradesh and ambience with a professional modern business type layout and design highlighting Madhya Pradesh's infrastructure as well. The design should be modular in nature and it should be possible to adapt it to the various sizes (as mentioned at point no. h below). The layout should be conducive for conducting buyer-seller meetings and have effective branding of MP Tourism. The overall layout of the Pavilion should be open and inviting.
- e) There should be easy accessibility to and within the Pavilion and visible, signages for all participants/ co-exhibitors in the Pavilion.
- f) The flooring of the pavilion should have wall to wall carpet.
- g) The pavilion shall also have a Reception Area with appropriate seating arrangement comfortable for conducting business meetings, holding press interviews, a closed storage area with locks and brochure stands etc.
- h) The area of MP Tourism Pavilion may be in the range of 6 sqm to 300 sqm at different locations in the country.
- i) The type of pavilion may be corner, peninsula or island.
- j) Decorative tables showing flavors of Madhya Pradesh, to keep the promotional material of Madhya Pradesh, etc. with a logo of Madhya Pradesh Tourism on the front visible side are required.
- k) Display of hi-resolution images on Back Lit (box type) in the inner walls of the pavilion as approved by MPTB.
- l) Areas for activities in 72sqm and bigger pavilion such as handicraft display / V.R. /demonstrations, as required
- m) Modern technology including large video screens/walls should be incorporated in the Pavilion. Up to two LED Television set (53 inches) along with laptop and its associated cables (VGA / HDMI) and audible sound system depending on the size of pavilion i.e. 18 sqm and bigger pavilion. The placement of the television screen should be incorporated in the design of the stall.
 - 1. If pavilion size up to 71 sqmtr – 2 LCD screen (53 inches)
 - 2. If pavilion size 72 – 300 sqmtr – 1 video wall screen (12*6 ft) + 2 LCD screens (53 inches)
- n) A mini-pantry with refrigerator, water dispenser and coffee vending machine equipped with all required materials like tea kettle, tea bags, coffee powder, creamer /milk, sugar, disposable cups, napkins, stirrers, drinking water with light refreshment along with 1/2 serving staff depending on the size i.e. 36 sqm and bigger pavilion.
 - 1 Serving staff – If pavilion size up to 71 Sq. mtr.
 - 2 Serving staff – If pavilion size 72 sq. mtr. and more

- 1 Representative/ Hostess / FOA – If pavilion size up to 71 sq. mtr.
- 2 Representatives/ Hostess/ FOA – If pavilion size 72 sq. mtr. and more.

- o) The pavilion must be bright and well lit. Provision of adequate lighting and power points at every counter should be ensured.
- p) All necessary arrangements like electrical connection, Wi-Fi internet connectivity etc. is to be provided and the payments of the same is to be directly paid.
- q) Electricity and all other organizational charges relating to pavilion shall be borne by the agency and MPTB shall not pay any amount separately.
- r) Provision of sufficient dustbins.
- s) All legal permissions & linkages for the event shall be done by the agency directly with the organizers. MPTB shall not be liable for this.
- t) The agency shall deploy a dedicated person to interact the MP tourism officials for the events.
- u) The work will include construction of the pavilions at site well in time at least 12 hours before opening of the event, maintenance activities during the period of the fair and dismantling of the pavilion after the event and site clearance.
- v) Agency will hand over the publicity material and kit bags etc. to the person/ agency at the place, directed by MPTB Officials (as and when required).
- w) The agency shall arrange a team of approx. 4-6 performing Artists in order to promote cultural tourism of Madhya Pradesh as and when required and payment will be reimbursed to the agency as per actual.

1.4 BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a **Two-Stage**, bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The *first stage* of the evaluation (the "**Qualification-Criteria Stage** of the process involves **Qualification** of interested parties (the "**Bidder**"), in accordance with the provisions of this RFP.

At the end of first stage, the Authority will finalise a list of qualified Bidders who will be selected and eligible for evaluation in the *Second stage* (The **Financial Proposal Stage**) and then only financial Bids of whom will be opened on a pre-decided date & time.

The Bidder will be selected on QCBS basis.

1.5 SCHEDULE OF BIDDING PROCESS: -

Activity	Date and Time
Issue of Bid documents	Date 13/04/2023
Pre-Bid Meeting	Date 27/04/2023 Time 03:00 PM
Online Tender Purchase Start Date	Date 09/05/2023 Time 05:00 PM
Online Bid Submission Last Date (EMD, Technical Bid, Financial Bid)	Date 16/05/2023 Time 03:00 PM
Opening date of Proposals	Date 17/05/2023 Time 03:00 PM
Presentation	will be informed to shortlisted bidders
Financial Bid Opening	will be informed to shortlisted bidders

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 RFP document

The document can be downloaded from the official website of the Authority www.tourism.mp.gov.in . Cost of RFP document to be paid: Yes, **Rs.11,800/- (Rs. Eleven Thousand Eight Hundred only)** including GST to be paid online only through MP E- procurement portal towards non-refundable RFP Document Fees and **Rs. 295/- (Rupees Two hundred and ninety-five only)** towards non-refundable e-procurement processing fees through online payment at e-Procurement portal (www.mptenders.gov.in).

2.2 Eligibility of Bidders

1. The Bidder should have prior experience for a minimum period of 5 years in design, conceptualization, construction of pavilion providing other related ancillary services in national / international travel mart/trade fairs / exhibition.
2. The proposed bidder should be a company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the Partnership Act, 1932 or a Proprietorship firm . The bidder should have Articles of Association (in case of registered company) by Law and Partnership Deed (in case of Partnership Firms) or LLP Agreement/registration (in case of LLP Firm).
3. The Bidder should have average annual turnover of **Rs. 3 crores (Chartered Accountant certificate required) of past 5 years i.e. 2017-18, 2018-2019, 2019-2020, 2020-2021 & 2021-2022.**
4. The Bidder should have executed fabrication of pavilion assignments in minimum 10 national / international travel mart/trade fairs / exhibition during last 5 years.
5. Empanelment/ experience with other tourism department / boards will be preferred for construction of pavilion in trade fair / exhibition.
6. There should be no statutory / legal proceedings pending against the Bidder.
7. The Bidder must enclose credentials with regards to the above parameters at the time of submitting the technical bid.

2.3 General Terms of Bidding

2.3.1 All documents submitted by the Bidder(s) will be treated as confidential.

2.3.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the Bidder(s). Authority also reserves the right not to award or enter into any contract or agreement with any Bidder(s), and may terminate the procurement process at any time without thereby incurring any liability to any Bidder.

- 2.3.3 Failure by any Bidder(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Bidder's proposal in its entirety.
- 2.3.4 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its contract at any stage.
- 2.3.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 2.3.6 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the Bidder/Agency the appropriate tax deduction certificate evidencing payment of such taxes.
- 2.3.7 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Right to accept and to reject any or all bids

Notwithstanding anything contained in RFP, MPTB reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MPTB's action.

B. DOCUMENTS

2.6 Contents of the RFP

- 2.6.1 The proposal should be submitted as follows: - Technical Proposal to be submitted online only with the format includes Annexure I to VI.

2.7 Clarifications

- 2.7.1 Bidder may request a clarification on any of the bid documents up to 7 days before the submission date of the Proposal. Any request for clarification must be sent in writing by electronic mail at the e-mail id indicated in the Data Sheet. MPTB will respond through website and notify the clarifications thereon at any time at least 3

days before the submission of Proposals. After this no request for clarification shall be accepted and no clarifications shall be issued by MPTB. The MPTB may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e. tourism.mp.gov.in / mptenders.gov.in and will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

2.8 Amendments Modification of RFP

- 2.8.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notified through website tourism.mp.gov.in / mptenders.gov.in.
- 2.8.2 Any Addendum thus issued will be notified through MPTB website i.e. tourism.mp.gov.in/ mptenders.gov.in. All such amendments/addendum will become part of the bidding document.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

C. Preparation & submission of

2.9 Bids Language

- 2.9.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Format & signing of Bid

- 2.10.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through E-Procurement portal only.
- 2.10.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 2.10.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

2.11 Submission & marking of Bid

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

I: Technical Bid

The Technical Bid is to be uploaded to be submitted online only through the website www.mptenders.gov.in.

II. Financial Bid:

The Financial Bid is to be submitted online only through the website www.mptenders.gov.in.

The Bidder shall submit its Financial Bid online only as per the prescribed format.

2.12 Bid Due Date

2.12.1 Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.13 Modifications/ Substitution/ Withdrawal of Bids

2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.

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

2.14 Rejection of Bids

2.14.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.14.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.15 Validity of Bids

2.15.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.16 Confidentiality

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

2.17 Correspondence with the Bidder

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

D. EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY:

2.18 Earnest Money Deposit

2.18.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 2,00,000/- (Rupees Two Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.

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

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

2.18.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign and return the duplicate copy of LOI;
 - ii) Furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.19 Performance Security

- 2.19.1 The successful Bidder will Deposit a sum of 500,000/- (Rupees Five Lakh only) towards Performance Security in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh Tourism Board.
- 2.19.2 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

3 EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

- 3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.
- 3.1.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.
- 3.1.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.
- 3.1.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (MPTB) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;
- a) it is received in as per the formats provided in the RFP
 - b) it is received by the Bid due date including any extension there of
 - c) it is duly signed and marked as stipulated in the RFP
 - d) it is accompanied by EMD as stipulated specified in this RFP
 - e) it is accompanied by the Power of Attorney as specified in the RFP
 - f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
 - g) it does not contain any conditions or qualifications, and
 - h) it is non-responsive thereof;
 - i) it contains certificates from its statutory auditors in the formats as specified.
- 3.1.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

3.1.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.

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

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

- a) Concept & Design of pavilion
- b) Effective Utilization of Space
- c) Effective branding in the Pavilion
- d) Innovative ideas and other attractions in the pavilion including quality of material to be used.
- e) Innovative themes and ideas.

3.2 Short listing of Bidders .

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

Criteria	Max. Marks	Marks Obtained
The Bidder should have prior experience for a minimum period of 5 years in design, conceptualization, construction of pavilion providing other related ancillary services in National/ International trade fairs/ exhibition Minimum 5 years :5 marks, 1 Marks per year :up to Max.10 Marks	10 Marks	
The Bidder should have executed at least 10 Fabrication of Pavilion Assignments during last 5 years. 2018 -19, 2019-20, 2020-21, 2021-22, 2022-23. Minimum 10 Fabrication of Pavilion Assignments :5 marks 1 Mark per additional assignment :up to Max. 20 Marks	20 Marks	
Empanelment with other tourism department / boards will be preferred for construction of pavilion in trade fair / exhibition. Min. 2 Tourism Deptt./Board :5 marks More than 2 up to 5 Deptt./Board :7 marks More than 5 Deptt./Board :10 Marks	10 Marks	
Financial Capability: The Bidder should have Average Annual Turnover of Rs. 3 Crores (Chartered Accountant certificate required) of past 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22. 1 Mark per 1 Crore Additional Turnover up to Maximum 20 Marks.	20 Marks	

Criteria	Max. Marks	Marks Obtained
Presentation a) Concept & Design of pavilion b) Effective Utilization of Space c) Effective branding in the Pavilion d) Innovative ideas and other attractions in the pavilion including quality of material to be used.	40 Marks	
Total	100 Marks	

3.3 Opening of Financial Bids

- 3.3.1 The Authority will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfill the qualification criteria as detailed out in the RFP.
- 3.3.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

3.4 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

- 3.4.1 MPTB will determine responsiveness of each Financial Bid in accordance with the price quoted.
- 3.4.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.
- 3.4.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPTB and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.5 Correction of Errors

- 3.5.1 Financial Bids determined to be substantially responsive will be checked by MPTB for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -
- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
 - ii) The amount stated in the Financial Bid will be adjusted by MPTB in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

3.6 Evaluation and Comparison of Financial Bids

- 3.6.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document
This Fee will cover costs / expenses for undertaking work as detailed in the Scope of

Work.

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

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

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

3.7 Clarification of Bids

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

3.7.2 Subject to the terms of this RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

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

3.8 Process to be Confidential

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

3.10 Award of Contract

3.10.1. Selection & Award Criteria

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

Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.

- c) The points and the criterion have been specified in the RFP.
- d) The bidders are required to score **minimum 70 technical points** (technical marks + presentation) to qualify for opening of financial proposal. On the basis of technical assessment including presentation, the financial bids of qualified bidders who scores above 70 marks in technical qualification will be opened, in the presence of authorized representatives of the agencies. At the discretion of the management Financial Bid may be opened in case of single tender.
- e) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be **70:30**.
- f) The Bidder which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.
- g) The Authority will notify the selected firm/Bidder in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
- h) The final authority lies at the sole discretion with the Managing Director, MPTB.

3.10.2 Public Opening & Evaluation of Financial Proposals

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

MPTB shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals.

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

The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points.

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

$$Sf = 100 \times Fm/F$$

Where F= amount of financial proposal

Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e. 0.7

Fw = weight assigned to financial score i.e. 0.3

The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In case two or more bidder have same score in the final ranking and technical score, the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder.

The firm obtaining the highest total score shall be the successful Bidder.

4 LETTER OF INTENT

- 4.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Bidder, the bidder 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 Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Bidder to acknowledge the LOI, and the Authority may select the next Bidder in the rank to match the rate of rank one bidder (in case financial quote of rank one bidder is lower).

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

5 TOTAL DURATION OF SERVICE:

Initially the agreement shall be executed for a period of one year and may be extendable for further period of two year on year-to-year basis on satisfactory performance with mutual consent on the same terms and conditions which may not vary more than 10 % of the current contract value.

6 FEE PAYMENT STRUCTURE

- 6.1 Payment will be made as per the Actual invoices Received after the Successful completion of Events along with proper supporting and verification by delegation/ official of Madhya Pradesh Tourism Board.

6.2 The agency shall be paid as per the aforesaid payment schedule.

6.3 If scope of work is altered then payment shall be made in proportion of bid value.

6.4 MPTB will issue Work Orders/Release Order, if any, through letter by post or Emails only for the activities required by MPTB under the scope of work and payment will be made only for completing these activities satisfactorily.

6.5 Agency shall submit the detailed invoices of the work completed along with credit/debit notes in addition to supporting documents of such invoices.

7 LIQUIDATED DAMAGES:

In the event of contractor's failure to complete the work and providing various services within the specified time, the MPTB may, without prejudice to any other rights hereunder, recover from the supplier, as Liquidated Damages, the sum of 40% of the contract price for particular event.

8 TERMINATION BY DEFAULT:

MPTB reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

9 RISK – PURCHASE CLAUSE:

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

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

10 FORCE MAJEURE

1. Definition

- a) For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligation hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to changes in Applicable Law, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include:
 1. Any event which is caused by the negligence or intentional action of a party or such party's employees, nor
 2. Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the execution of this Agreement, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

2. No Breach of RFP/Agreement

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this RFP/Agreement in so far as such inability arises from an event of Force Majeure provided that the party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms and conditions of this RFP/Agreement.

3. Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take appropriate action to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- a) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) The Parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

4. Extension of Time

Any Period within which a Party shall, pursuant to this RFP/Agreement, complete any action or task, be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5. Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

11 TERMINATION OF THE AGREEMENT

By the Controlling Authority: By the Agency

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

- i. The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within Twenty-one (21) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied.
- ii. In case of any delay / non-performance of the deliverables by the agency, the provisions of point 7 and 10 shall become applicable.

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

12 RESPONSIBILITIES AND OBLIGATION OF THE AGENCY

The Agency shall:

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

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

13 COMPLIANCE WITH LAWS

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

14 TRANSFER OR ASSIGNMENT

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

15 DISPUTE RESOLUTION

1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this RFP (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth.
2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this RFP promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

16 CONCILIATION

In the event of any Dispute between the Parties, either Party may call upon the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Authority or without the intervention of the Authority, either Party may require such Dispute to be referred to Managing Director of the Authority and the

Chairman of the Board of Directors of the Selected Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of the RFP.

17 ARBITRATION

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

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

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

18 ADJUDICATION BY A TRIBUNAL

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

19 REDRESSAL OF PUBLIC GRIEVANCES

- 19.1 The Selected Agency shall maintain a complaints office at the Project Facility where it shall keep a register (the "Complaint Register") open to the officials of the Authority and Users at all times for recording of complaints by such persons (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Selected Agency at the Project Facility so as to bring it to the attention of all Users.
- 19.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Selected Agency. Immediately after a complaint is registered, the Selected Agency shall give a receipt to the Complainant stating the date and complaint number.
- 19.3 Without prejudice to any provisions of the RFP, the Authority may, in consultation with the Selected Agency, specify the procedure for making complaints in electronic form

and for responses thereto.

- 19.4 The Selected Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Selected Agency to the Complainant under a certificate of posting.
- 19.5 Within 7 (seven) days of the close of each month, the Selected Agency shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Selected Agency to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Selected Agency shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal in accordance with Applicable Law, and advise the Complainant to pursue the complaint at his own risk and cost.

20 ENTIRE AGREEMENT

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

21 SEVERABILITY

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

22 SUCCESSORS AND ASSIGNS

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

23 NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this RFP shall be in writing and any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

24 LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

25 COUNTERPARTS

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

26 LEGAL

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

ANNEXURE - I

Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director
Madhya Pradesh Tourism Board,
6th Floor Lily Trade Wing,
Bhopal – 462003
Madhya Pradesh, India

Sub: - BID for "Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION "

Dear Sir,

Being duly bidder to represent and act on behalf of (hereinafter referred as the "Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION " ('Project').

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

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

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

We hereby also confirm the following:

1. The Proposal is being submitted by M/s *...(name of the Bidder), in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the "Authority") and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would

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

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected
18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal Due Date.
20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 2,00,000 (TWO Lakh Rupees only)** to the authority through MP E-Procurement Portal.
21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

Date: _____
Place: _____

For and on behalf of:
Signature:
Name of the Person:
Designation:

(name of the Bidder and the Company Seal)
(Bidder Representative & Signatory)

ANNEXURE - II

<u>RFP FOR "Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION "</u>		
<u>DETAILS OF BIDDER</u>		
S. No.	Particulars	Remarks/ Details (Page No.)
1.	Name of the Bidder	
2.	Details about Corporate Office of Bidder: Address: Phone No.: Fax: E-Mail ID: Website: Contact person: Mobile No. of Contact person:	
3.	Details about registered office of Bidder and Contact No.	
4.	Status of Bidder [partnership firm/ Pvt. Ltd. Co. / Public Ltd Co./LLP]	
5.	Details about Director/Partners List to be attached	
6.	Copy of Memorandum to be attached	
7.	Total experience of Bidder [No. of years]	
8.	Certified copy of the Turnover of Bidder during last financial five years	
9.	P.A.N. No. (Copy to be attached)	
10.	Goods and Service Tax Registration No. (Copy of certificate to be attached)	
11.	Concept Note	
12.	Credentials	
13.	Details of Empanelment's with Tourism Departments/ Boards	
14.	Details of RFP Fees attached	
15.	Details of EMD attached	
16.	Any other Document as required under this RFP	

Signature & Seal of the Bidder

Date:

DECLARATION

1. I/We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPTB on the basis of the information given by me/us can be treated as invalid by the MPTB and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPTB in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I/We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation

& seal of the Company

Annexure III: Technical Capacity of the Agency

S. No.	Name of the Event	Whether undertaken as single entity or as JV/ Consortium	Cost of Fabrication	Name of Entity for which Fabrication was undertaken	Size of Pavilion/ Stall	Date/ Duration of Operation of Pavilion	Whether Government Entity or Non-Government?

(To be signed and certified by the Authorised Signatory along with Completion Certificate (apostilled or legalised in case issued by a foreign entity))

Annexure IV: Financial Capacity of the Agency

Name of the Agency-

Year	Annual Turnover (In Rs.)
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	
Average turnover	

Instructions:

1. Audited report of the balance sheet of the last five financial years of the Agency.

The financial statements shall:

- a) reflect the financial situation of the Agency and its Associates where the Agency is relying on its Associate's financials;
- b) be audited by a statutory auditor;
- c) be complete, including all notes to the financial statements; and

Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annexure V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

The Managing Director
Madhya Pradesh Tourism Board
6th Floor Lily Trade Wing,
Bhopal – 462003
Madhya Pradesh, India

***Sub: RFP for "Selection of Agency for DESIGNING & FABRICATION OF
MADHYA PRADESH TOURISM PAVILION "***

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our representative _____ and has been duly authorized to submit the RFP.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Bidder signatory

Annexure VI

Power of Attorney for signing of Application

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms (name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the ***** Project*s+ proposed or being developed by the ***** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to MPTB, representing us in all matters before MPTB, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPTB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorization Agreement with MPTB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF __, 20**

For -----

(Signature)
(Name, Title and Address)

Witnesses:
1 [Notarized]

2 Accepted

(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of

the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure VII

RFP FOR “ Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION ”

FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER

To,

The Managing Director
Madhya Pradesh Tourism Board
6th Floor Lily Trade Wing,
Bhopal – 462003
Madhya Pradesh, India

Sub: Financial Bid for ‘Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION ’.

Dear Sir,

As a part of the Bid for Selection of “Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION ” in Madhya Pradesh, we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh Tourism Board for the project.

S. No.	Particulars	Rate per Square meter (GST extra as applicable)
1	Cost as per Scope of work as given in clause 1.3 including sub clause “a to w”	

We quote Rs. _____ (in words) towards Cost.

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

FOR AND ON BEHALF OF _____

SIGNATURE _____