

The heart of
Incredible India

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

Expression of Interest (EOI) for Empanelment of Media Agencies/Owner

No: 4573/C&P/MPTBMEDIA/2023

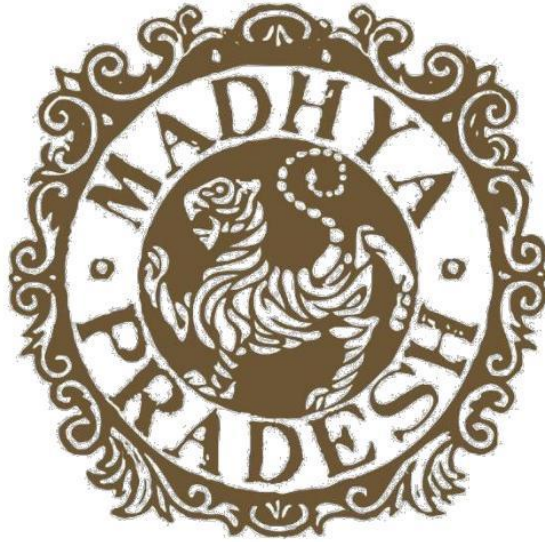
System No: 2023_MPTB_291907

17th July 2023

Madhya Pradesh Tourism Board is inviting proposal for "**Expression of Interest (EOI) for Empanelment of Media Agencies/Owner**". The detailed terms & conditions can be downloaded from website <https://www.mptenders.gov.in/> and www.tourism.mp.gov.in. For any other information, contact +91-9407057416 and email on cs.mptb@mp.gov.in or contact no. **0755-2780600** and email on: anurag.mptb@mp.gov.in. Last date and Time for online Purchase and submission is 10th August 2023 - 03:00 PM.

Managing Director

Expression of Interest (EOI) for Empanelment of Media Agencies



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Madhya Pradesh Tourism Board

Bhopal, India

2023

EOI Fact Sheet

S. No	Particulars	Details
1.	Name of Issuing Authority	Madhya Pradesh Tourism Board Bhopal, Madhya Pradesh
2.	Name of Engagement	Expression of Interest (EOI) for Empanelment of Media Agencies/ Owner
3.	Availability of the Document	The EOI Document is available and downloadable on following website: http://www.mptenders.gov.in EOI Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at GoMP e- Procurement portal – (http://www.mptenders.gov.in) All Subsequent changes to the EOI Document shall be published on the above-mentioned website
4.	EOI Publish Date	17/07/2023 at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
5.	Pre-Bid Meeting date and place	26/07/2023 at 12:00Hrs Madhya Pradesh Tourism Board 6 th Floor, Lily Trade Wing Jahangirabad- 462008 Madhya Pradesh, India Email: cs.mptb@mp.gov.in
6.	EOI Submission Start Date	03/08/2023 from 15:00 pm onwards through e-Procurement portal of GoMP: https://www.mptenders.gov.in/
6.	Last Date and Time for Submission of EOI	10/08/2023 at 15:00 Hours at e-Procurement portal of GoMP: https://www.mptenders.gov.in/
7.	EOI Document Fees	Rs. 2,000/- + GST and Processing Fees (non-refundable) payable through online e-Procurement portal of GoMP: https://www.mptenders.gov.in/
8.	EMD Amount	Rs 1,00,000 (Rupees One Lakh only) payable through online e-Procurement portal of GoMP: https://www.mptenders.gov.in/

EOI FOR EMPANELMENT OF MEDIA AGENCIES/OWNER

9.	Date, Time and Place of opening of EOI	<ul style="list-style-type: none"> • 11/08/2023 at 15:00 Hours • MADHYA PRADESH TOURISM BOARD 6th Floor, Lily Trade Wing, Jahangirabad, BHOPAL- 462008 (INDIA) • Contact: +91-9407057416 • E-mail : cs.mptb@mp.gov.in
10.	Date, Time and Place of Technical Presentation	Will be communicated to the Applicant
11.	Proposal validity	The offer for EOI as per this document shall be valid for a period of three (3) months initially which may be extended further if required by MPTB.
12.	For any Queries Contact Person Details	<p>Company Secretary Madhya Pradesh Tourism Board 6th Floor, Lily Trade Wing Jahangirabad- 462008 Madhya Pradesh, India</p> <p>E-mail : cs.mptb@mp.gov.in</p>

DISCLAIMER

The information contained in this Expression of Interest document (the “**EOI**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the MPTB (Madhya Pradesh Tourism Board) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the MPTB to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this EOI (the “**Application**”). This EOI includes statements, which reflect various assumptions and assessments arrived at by the MPTB in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the MPTB, its employees, or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements, and information contained in this EOI may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is 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 MPTB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MPTB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with selection of Applicants for participation in the Bidding Process.

The MPTB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

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

The issue of this EOI does not imply that the MPTB is bound to select and shortlist Applications and the MPTB reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

TABLE A - ABBREVIATIONS

1. EOI: Expression of Interest
2. GoMP: Government of Madhya Pradesh
3. DOT: Department of Tourism
4. MPTB: Madhya Pradesh Tourism Board

1 Background

Madhya Pradesh Tourism Board is responsible for promoting tourism in the state of Madhya Pradesh. Since its inception, it has been working towards the development and promotion of tourism in the State. Madhya Pradesh is one of the most favored tourist destinations in India, for both domestic & International traffic and being a premier tourist destination, attracts tourist for its religious destinations, history, art, parks and culture. Tourism has emerged as a major industry and has immense investment and employment potential for the state.

As part of State government's initiative to promote Madhya Pradesh Tourism across media channels, MPTB invites bids for empanelment from interested agencies for branding via various promotional tools at various locations to achieve the desired impact on the public in the state through various media. The MPTB has to ensure that all promotional material have appropriate content and design input and the Advertisement should help create awareness for the State initiatives and attain the desired goals.

2 Scope of Services

MPTB invites proposals from-

- A. **Agencies/media owners** empaneled by **Directorate of Advertising & Visual Publicity (DAVP)**, Ministry of Information and Broadcasting, Government of India **and** having legal and sole rights for advertising and
- B. **agencies/ media Owners** having legal and sole rights for advertising at particular media or location,

[Digital Cinema/OOH advertising (Hoardings, Banners etc.)/ Train Coach/ Train inside Sticker/ Metro Train Coach/ Metro Station/ Airport/Post Office/ Petrol Pumps/ Railway Station Pillar board, Sign Board, Display Board/ Bus Shelter or Bus Stand Pillar board, Sign Board, Display Board/ LED Screen, Inflight infotainment, National newspapers, National T.V. channels (entertainment news) etc.] various offerings and destinations to promote Madhya Pradesh Tourism.

3 Other terms and conditions

- i. Editing, adaptation and transfer of various media Likewise, adaptation of TVCs/Print ad/Outdoor/Aircrafts and Train Wrap/ Bus Coach Wrap/ Digital and Social Media creatives for media plan/inventory.
- ii. Translation or conversion of content/creatives in regional languages.
- iii. Production cost for online transfer of TVCS, Jingles etc. to Radio FM, Multiplexes and other media should be included in overall agency service charges/ cost, no separate payment shall be made on these accounts.

- iv. The bidder shall maintain and store the Ad creatives for the period of contract and shall hand over the entire database to the MPTB at the end of the contract.
- v. Provide the compliance report/status report of the campaign from time to time in the form of PPT with high quality pictures, as and when required by the MPTB.
- vi. Providing detailed report on the reach after execution of the campaign. The media buying agency will have to liaise with the MPTB for effective convergence of the media and creative strategies for the campaign.
- vii. Any emergent requirement of the MPTB relating to the media planning, buying, and media strategy for which the MPTB may seek advice of the media buying agency or procure media inventory on mutually agreed terms.
- viii. Any other work on mutually agreed terms.

4 Procedure

- i. Expression of interest from Media Owners/ Exclusive agencies has to be submitted including the proposals containing the sole right media list and consent letter of concerned authority/ department etc. regarding the sole right to advertise with DAVP letter.
- ii. The bidder whose proposal is found to meet the required criteria shall be empaneled with MPTB. MPTB shall advertise through the empaneled agencies/media owners at DAVP prices during the term of the empanelment.
- iii. The bidder should submit the **earnest money deposit** of Rs 1,00,000 (Rupees One Lakh only) shall be submitted Online Only through MP E Procurement portal (www.mptenders.gov.in).
- iv. **Performance security** which is equal to 2.5 % of total value of work order will be deposited by the successful bidder. No interest will be paid on this deposit. Performance security will be refunded after two months beyond the date of completion of all contractual liabilities of bidder, including warranty obligation and maintenance and defect liability period.
- v. The MPTB is not bound to accept any tender/bid or assign any reason for non-acceptance. The MPTB reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
- vi. The MPTB will provide master versions of TVCS for release. The successful bidder is expected to provide it in desired format to releasing channels for which no extra payment will be made. Similarly, open files of print / OOH and digital media ad shall be provided. All adaptations shall have to be done by the agency/media owner.
- vii. The agreement between the successful bidder and MPTB may be terminated any time if it is found that the successful bidder is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the MPTB.
- viii. No advance payment for the ordered work will be given to the selected bidder.

- ix. All those media empaneled with DAVP, in such cases DAVP rates are to be quoted would be valid for all days including weekdays/ weekends/blackout days (if any). It would be the right of the MPTB

to decide the dates of media release and scheduling. Approval on scheduling can also be given in phases.

- x. **Blacklist and forfeiture of performance security:** MPTB may blacklist and forfeit the performance security of successful bidder in case of the occurrence of any of the events specified below:
- a) If the successful bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to MPTB.
 - b) If the successful bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence MPTB shall give a written advance notice before terminating the Contract/blacklisting/forfeiture of performance security of the selected bidder.
- xi. The successful bidder would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
- xii. The successful bidder has to provide day wise/month wise media schedule for releases of advertisements in various mediums as per duration mentioned in the work order. The execution of plan will start as per the schedule approved by MPTB and after handing over of the available publicity material to the successful bidder.
- xiii. No extra payment other than agreed payment as quoted by bidder (Complete Rate) according to bill of quantities will be paid. No cartage/transportation charges or any other charges will be paid by the Government.

5 PAYMENT TERMS

- i. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the successful bidder in Indian Rupees.
- ii. The successful bidder may submit pre-receipt bills in triplicate, on a fortnightly basis towards activities completed for settlement.
- iii. The bills should be submitted clearly indicating activities completed during the fortnight/month along with the telecast/broadcast/publication certificates, tear sheets/ other such documents to support the claim of payment.
- iv. Reconciliation sheet may also be provided.
- v. If the successful bidder fails to execute the activity as per time lines mentioned in the schedule approved by MPTB , it shall be treated as under performance and penalty shall be imposed as decided by MPTB.

6 Period of Empanelment

The Empanelment shall be of one (1) year from the date of agreement which can be further extended upto 2 (two) years on year to year basis at the discretion of M.D., MPTB.

7 CLAUSE OF DELAY

- i. In case of delay solely on the part of bidder in the task/services period, the recovery shall be made as liquidated damages on the basis of following percentages of value of services/ component which the bidder has failed to supply: -

a)	Delay up to one fourth period of the prescribed delivery period	2.5%
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period	7.5%
d)	Delay exceeding three fourth of the Prescribed delivery period.	10%

Note:

- a) Fraction of a day in reckoning period of delay in task/ services shall be eliminated if it is less than half a day.
 - b) The maximum amount of agreed liquidated damages shall be 10%
 - c) If the successful bidder requires an extension of time in completion of contractual supply of services on account of occurrence of any hindrances, he shall apply in writing via email to MPTB, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- ii. Delivery period may be extended with or without liquidated damages if the delay in the task/services is on account of hindrances beyond the control of the service provider & accepted by the MPTB.
- iii. The MPTB shall release payment to the agency within 30 days after satisfaction of scope of work & deliverables and verification of bills by MPTB and deducting taxes as applicable.

8 Dispute Resolution

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this EOI (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.
- ii. Any Dispute which is not resolved amicably, shall be referred to arbitration under Arbitration and Conciliation Act ,1996 whose award shall be final and binding on both the parties.

9 Application

Madhya Pradesh Tourism Board

Form 1 – Application Form

1	Name of bidder				
2	Date of incorporation				
3	Date of application				
4	Information of work				
5	Address/es	Head Office:			
		Phone/ Mobile:		Email:	
		Branch Office:			
		Phone/ Mobile:		Email:	
		Patna Office (If any):			
		Phone/ Mobile:		Email:	
		6	Legal Status of the bidder	Proprietor	Partnership
Society	LLP				
Details of Owner(s)/Directors/MD/ Head of Company					
(Please give details of all, if needed use separate sheets)					
Name:					
Father's Name:					
Designation:					
Address:					
7	Media applied (Provide the full details of the media for which exclusive rights are available)	Tick applicable			
		Digital Cinema	Online Publisher	Train Coach	Railway (others)
		Auto rickshaw, Cabs ,etc		Airport	Post Office
		Metro Train Coach	Metro Station	Buses	ATM Machine
		Petrol Pump		Bus Stand Pillar board, Sign Board, Display Board	

		Railway Station Pillar board Sign Board, Display Board	LED Screen	Inflight infotainment
		National T.V. channels (entertainment news)	National newspapers	Train inside Sticker
		OOH advertising (Hoardings, Banners etc.)	Others (Mention details)	
8	Name of the Channel / Medium/ Agency applied for	(Digital/ Print/ OOH)		
9	Licensing Authority Details	Name of the Authority which granted sole right (Attach relevant document):		
		Period of License:		
		From:	To:	
		Has the authority granting License fixed the advertisement rates at DAVP rates. If yes give details of the rates fixed:		
10.	TIN / TAN / GST			
11.	Any other information			
12.	NEFT Detail	(Attach copy of PAN No and authorization of Bank for NEFT payment as following):		
		Agency Name		PAN no.
		Bank Name		Branch
		IFSC Code		Account No.
13.	Name of authorized signatory	Name of authorized signatory/ person along with photograph, who is authorized to deal with MPTB. (Pl. attach authority letter of the board)		

Date: _____

Signature of Authorized
SignatoryName of the authorized
signatory:
Seal of Agency

Form 2 – Details of media available for advertising

NOTE: Separate form to be submitted for each media

Agency/media owner empaneled by DAVP
 Agency having legal and sole rights for advertising

Media Category: _____ (Print/ Digital/ OOH/ others)

Media details: _____

No	State	City	Location	Other Specifications	DAVP Rate	Duration of empanelment	Special Offers for campaigns if any (e.g. – 7 days, 15 days, 1 month, more than 1 month etc.)

10 Documents Required

1. Form 1
2. Form 2
3. Copy of Registration Certificate, if Any
4. PAN and GST Certificate
5. Photographs/ Video/ Other proofs of Displayed Medium (Separate media for each property), if applicable.
6. CA certified Turnover Certificate for last 3 years
7. Audited Financial statements for past 3 years
8. Certificate of the firm designating authorized signatory along with attested photographs
9. Details and rates offered for different advertising formats in **Form 2**. In case of clause 2 point no. A- DAVP rates shall be quoted.
10. Self-declaration stating that that all details submitted are true and correct
11. Bank Manager Certified Account Details with cancelled cheque
12. List of documents attached
13. Letter of empanelment with DAVP.
14. Letter certifying possession of legal and sole rights for advertising.

Note

- Incomplete form / without required documents will be summarily rejected
- Application and required documents should be submitted at <https://www.mptenders.gov.in/> and www.tourism.mp.gov.in

