

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

Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows NIT No: 6924/2022/E&M/MPTB

System No: 2022-MPTB-233814

22 November 2022

Bids are invited for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows . 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 Purchase and submission is 26 December 2022 - 03:00 PM.

Managing Director

Request for Proposal for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows



The heart of Incredible India

Madhya Pradesh Tourism Board

Bhopal, India

2022

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The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, 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 Applicants 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 Applicants 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 Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 Applicant 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 Applicants 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.

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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant 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 Applicant or to appoint the Selected Applicant, 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.

The Applicant 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 Applicant 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 Applicant 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, Bhopal		
2	Method of Selection: QCBS (Quality and Cost Based Selection)		
3	Financial proposal to be submitted Online only		
4	A Pre-Bid Conference will be held: Yes Date: 08/12/2022 Time:15:00 PM <i>Venue:</i> Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008		
5	Proposal should remain valid for 120 days from the proposal due date		
6	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes		
7	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online Only) ii. Financial Proposal (To be submitted Online Only)		
8	The Agency/Firms are required to submit Technical Proposal Online Only.		
9	Cost of RFP document to be paid: Yes, Rs.11800/- (Rs. Eleven Thousand Eigh Hundred only) including GST to be paid online only through MP E procurement portal towards non-refundable EOI 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 porta (www.mptenders.gov.in).		
10	The Amount for EMD: Rs. 2,00,000/- only (Rupees Two Lakh only) 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 180 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 completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.		
	All correspondence shall be addressed to: Managing Director, Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Contact No. 0755-2780600 Email: marketing.mptb@mp.gov.in		
12	Managing Director, Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Contact No. 0755-2780600		
12 13	Managing Director, Madhya Pradesh Tourism Board (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008 Contact No. 0755-2780600 Email: marketing.mptb@mp.gov.in		

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. While considerable work has been done and the state is now being recognized as one of the leading tourism states of the nation, much more still needs to be done. All the tourism related initiatives of the Government of Madhya Pradesh (Govt. of MP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of Govt. of MP.

Madhya Pradesh Tourism Board regularly participates in major international travel exhibitions & Road shows. The primary objective of participation is to depict Madhya Pradesh as a destination for travel and tourism.

Madhya Pradesh Tourism Board requires the service of a professional agency having previous experience of handling work of similar nature at International level as per scope of work given in RFP.

1.2 SCOPE OF WORK

1.2.1 Print Advertorials -

Mainline, Travel Trade and Inflight Magazines / Newspaper Countries / Regions - UK, US, Europe, Australia, Middle East, South East, Russia &

<u>China</u>

- a) Publishing 1 Advertorial in Mainline Magazines/Newspapers of the above said Country / Regions (One article per quarter per country / region)
- b) Publishing 1 Advertorial in Travel related Magazines of the said Country / Regions (One article per quarter per country / region)
- c) Publishing 1 Advertorial in Inflight Magazines of the said Country / Regions (One article per quarter per country / region)

Note:

- Agency has to provide names of the top magazines/ newspapers of the above said countries / regions in writing in Technical Bid document(Annexure VIII) in which articles are planned.
- Agency will make the content in consultation and approval by MPTB,

- As per the requirement, content will be translated into different languages by the agency.
- Advertorials will be releases as per the requirements and instructions of MPTB management.
- Payment will be made as per actuals by Madhya Pradesh Tourism Board to the Publisher.
- The agency has to submit the relevant bills/ invoices as supporting from the Publisher for payments.
- 1.2.2 Regular Marketing / PR Activities throughout the year in source market countries / regions UK, US, Europe, Australia, Middle East, South East, Russia & China and Marketing / PR Activities for Events & Roadshows.
 - a) Dedicated 1 (One) Experienced Manpower (Having Two years' experience of PR Media & Tourism) for PR Activities in E & M section, for liaisoning with Creative and Digital Agencies and for liaisoning with TA/TO /Media etc. placed at the MPTB office Bhopal on full time basis and should necessarily be a full time on roll employee of the agency. supported by last drawn salary slip.
 - b) Submission of Road map/ project/observations/way forward through presentation for upcoming quarter including Event & Road Show/FAM Tours Plans with an outcome and Identification of other cities based on the source market's match with MP Tourism products.

Detailed analysis report of the suggested source market cities based on tourist interest, available mode of connectivity with the destination, buying capacity and any other related parameters. Report to be submitted to department quarterly.

c) Networking / co-ordination with local TA/TO in each of the said country / region on regular basis & giving them information about Madhya Pradesh's tourist destinations, tourism products, events, fairs & festivals, initiatives etc. (via emails, Newsletters etc. on Monthly basis).

Minimum database of 100 of each of the said regions every month

Report should include Name of Company, Name & Designation, Contact No., Address, Email-ID, Point of Discussion, Way forward & Outcome.

- d) Co-ordination with co-exhibitors/sellers of the State and ensure to update them about latest travel trends, initiatives, etc. in said country/ region regularly (via emails, Travel Trade related Newsletters etc. on Monthly basis) and taking feedback via calls, E-Mails, meetings.
- e) Agency shall be responsible for press release on regular basis on initiatives, tourism products, fair-n-festival etc on monthly basis and events and roadshows specific news, press releases- briefs on major initiatives/ achievements/ highlights/ programmes, speeches in local languages to suit the appropriate media during each event / exhibition/roadshow , News coverages in local/regional newspaper & electronic media.
- f) Raise visibility and awareness through unpaid means of communication (Seeding of content, stories), preparing & dissemination of press release/ stories and briefs on major initiatives/achievements/programmes/events etc. Submission of compiled reports every quarter with analysis.
- g) Agency shall be responsible for monitoring online/offline media and collect, process, analyse different contents and prepare appropriate reports for the MPTB on quarterly basis for all the print/digital media and Media tracking – tracking of online, print and electronic coverage. Submission of compiled reports every quarter.

 h) Social media activity (Facebook, Twitter and Instagram) in the language specific to said country / region in coordination with the MP Tourism digital team (2 posts in a week on regular basis).

Furthermore, separate posts on daily basis from one week before the events (during the event/roadshow) in the language specific to that country in which event /roadshow is conducted.

- i) Facilitating participation of the department in major award entries.
- j) Mitigate damage in case of critical and bad stories with suitable rejoinders / clarifications
- k) Any other work assigned by Madhya Pradesh Tourism Board on mutually agreed terms and conditions.

1.2.3 Marketing Support Services

- a) Organising FAM trips- Coordination in Selection for quality Travel Agents/ Tour Operators/ Influencers/ Press/ Media/ Bloggers etc. for promotion of Madhya Pradesh. (Cost for FAM trip will be borne by MPTB as per actuals)
 *Minimum 01 FAM tour consist of minimum 4 PAX in each quarter after prior approval from MPTB, Post FAM tour, follows ups for fulfilling the purpose.
- b) Agency shall be responsible for creating minimum five (05) packaged saleable itineraries and trails per year on different regions of M.P based on different theme like art, culture, heritage, craft, rock art, adventure, nature, religion etc. in consultation and coordination with local TA/ TOs to make these routes popular & marketable.
- c) To Coordinate with MPTB's Creative and Media Buying Agencies and do the planning in such a way that MPTB should have a strong presence Internationally using various channels of digital and print media.

1.2.4 Marketing / PR Activities for Events & Roadshows

i. International Tourism Exhibitions / Events

- a) Supporting the department to invite MP Tourism Stakeholders to participate in all the Events / exhibition.
- b) E-invites to minimum data base of 200 email accounts of travel trade and Press (Tour Operators, Travel Agents, Travel Media, Trade) to visit the MP Tourism stand during the event / exhibition.

Minimum 3 e-mailers of not less than 300 words with 1 photograph in each.

- c) Agency shall be responsible for Media management & Logistics during all the Events / exhibitions.
- d) Development of Database of the Visitors during all the events and sharing with the MPTB within 7 working days after conclusion of the events.
- e) Presence of Marketing Representative knowing both English and local foreign language to communicate between Travel Agents and Media with officials from Madhya Pradesh Tourism at the venue on all days of the event/ exhibitions.
- f) 2 nos. of Hostesses, preferably of Indian origin in each of the event/ exhibitions having knowledge of local foreign language and English.
- g) Arrangement of at least 25 numbers of selected B2B meetings per day with quality TA/TO with booking of timeslot in consultation for Madhya Pradesh Tourism as well as the Tour Operators/Hoteliers from Madhya Pradesh attending during each event /

exhibition where there shall be only the Tour Operators/ Travel Agents of other Countries intending to promote Madhya Pradesh as travel Destination.

Appointment taking to start with from the day of opening of registrations and agency shall be responsible to submit the List of confirmation of appointments 15 days before the event / exhibition.

h) Sending of Thank You E-mailer to all Tour Operators, Travel Agents, Media, Trade etc. visiting the MP Tourism stand during the event / exhibition.

Note:

- 1. Follow up and update the data base regularly and submit the updated data base with follow up report of each event, and print & excel sheet of visiting card of all visitors for all the events should be submitted. Report should include Event brief, highlights, Hi-Res photographs of events, meetings database including of Name of Company, Name & Designation, Contact No., Address, Email-ID, Point of Discussion and Way forward, etc.,
- 2. Facilitating MP Tourism & its Co-exhibitors in acquiring VISA Invites and Obtaining Entry Badges for MPT Officials and Co-exhibitors for participation in Events/Exhibitions & Roadshows.

ii. International Roadshows

- a) Supporting the department to invite MP Tourism Stakeholders to participate in all the Roadshows.
- b) Ensuring a minimum no. of 50 PAX participants in all the roadshows (Travel Trade Fraternity, Travel Media)
 Note: List of Invitees should be sent to MPTB office for prior approval and Invitation to be sent to Invitees at least 15 days in advance. After that follow-up calls to be
- made to take confirmation from Invitees.c) Design and posting of invitation cards digitally (Quantity 200) to the Travel trade and Press to visit during all roadshows.
- d) 1 nos. of Hostesses, in each of the road show having knowledge of local language and English to assist & prepare kit bags and distribution.
- e) Sending of Thank You E-mailer to all Tour Operators, Travel Agents, Media, Trade etc. attending the MP Tourism Roadshows.

f) Presentation per roadshow-

- 1. Preparation of the MP Tourism presentation
- 2. Translation charges (in local languages).
- 3. Voice over of presentational (In English and other foreign language)

Note:

- 1. Follow up and update the data base regularly and submit the updated data base with follow up report of each event, and print & excel sheet of visiting card of all visitors for all the events should be submitted. Report should include Event brief, highlights, Hi-Res photographs of events, meetings database including of Name of Company, Name & Designation, Contact No., Address, Email-ID, Point of Discussion and Way forward, etc.,
- 2. Facilitating MP Tourism & its Co-exhibitors in acquiring VISA Invites and Obtaining Entry Badges for MPT Officials and Co-exhibitors for participation in Events/Exhibitions & Roadshows.
- 3. <u>Agency shall submit a detailed Marketing support Services & PR Report (Two</u> <u>copies) in printed & bounded form along with pre and post event/roadshow</u> <u>coverage, photographs, media tracking of online, print and electronic coverage,</u>

updated list of media / travel agents, feedback, Way forward, CD/DVD etc. to MPTB on Quarterly Basis with outcome of efforts as translated into overall no. of tourist footfall.

- 4. Note: The scope of work mentioned above is based on current requirement which may changes as per the need of the MPTB which the agency shall comply with.
- 5. Approval Process for deliverables
- 6. The Agency has to follow the approval process for any deliverable (event/road show planning/ content/ reports/ media plan etc.) submitted to MPTB from time to time. The payment to the agency would be held if any deliverable has been published without the approval of competent authority from MPTB.

1.2.5 Event Management

a) List of Events: -

1. ITB Asia, Singapore

ITB Asia, Asia's Leading Travel Trade Show, is an annually held B2B trade show and convention for the travel industry; it is designed to be the primary event for the Asia Pacific travel industry, much like its parent event – ITB Berlin.

The proposed area of the Madhya Pradesh Tourism Pavilion at the International Tourism Bourse, Asia (ITB Asia) is **36 sq mtr*.**

2. IFTM TOP RESA, Paris (France)

IFTM Top Resa (France's international travel and tourism trade fair) is a trade show for travel and tourism, targeting all segments: Business, Leisure, Group, MICE & Events

The proposed area of the Madhya Pradesh Tourism Pavilion at the IFTM TOP RESA is **36 sq mtr*.**

3. JATA, Tokyo (Japan)

JATA (Japan Association of Travel Agents) Tourism Expo Japan, internationally recognized as one of the largest travel events in the world.

The proposed area of the Madhya Pradesh Tourism Pavilion at the JATA, Tokyo is **36** sq mtr*.

4. WTM London (UK)

WTM (World Travel Market) held in London, UK every year is one of the leading travel event for the travel industry.

The proposed area of the Madhya Pradesh Tourism Pavilion at the World Travel Market (WTM, London) is **80 sq mtr*.**

5. USTOA, USA

USTOA (United States Tour Operators Association) Annual Conference & Market place is a leading travel trade industry in the United States event brings North American travel companies.

No stall fabrication is required, only event management as per scope of work to be done*.

6. FITUR, Madrid (Spain)

FITUR (Feria Internacional de Turismo (Spanish)), International Tourism Trade Fair in Madrid, is a global meeting point for tourism professionals and the leading trade fair for inbound and outbound Ibero American markets. The proposed area of the Madhya Pradesh Tourism Pavilion at the FITUR, Spain is **36** sq mtr*.

7. AIME, Melbourne (Australia)

AIME (Asia Pacific Incentive and Meeting Expo) is a premier exhibition in the Southern Hemisphere for Meetings and Incentives industry.

The proposed area of the Madhya Pradesh Tourism Pavilion at the AIME, Australia is **36 sq mtr*.**

8. ITB, Berlin (Germany)

International Tourism Bourse (ITB) held in Berlin, Germany every year is one of the renowned trade shows related to the travel and tourism industry.

The proposed area of the Madhya Pradesh Tourism Pavilion at the International Tourism Bourse (ITB, Berlin) is **80 sq mtr*.**

9. IMTM, Tel Aviv (Israel)

IMTM (International Mediterranean Tourism Market) is the largest annual professional tourism fair of its kind in the Eastern Mediterranean and is designed to connect professionals from all levels of business and service in tourism and travel.

The proposed area of the Madhya Pradesh Tourism Pavilion at the IMTM, Israel is **36** sq mtr*.

10.MITT, Moscow (Russia)

MITT (Moscow International Travel and Tourism Exhibition) is the leading international travel & tourism trade show in Russia and the CIS.

The proposed area of the Madhya Pradesh Tourism Pavilion at the MITT, Russia is **36** sq mtr*.

11.ATM, Dubai (UAE)

Arabian Travel Market, Dubai is one of the biggest Travel & Tourism show in the Gulf & Middle East. This platform is a business-to-business (b2b) travel exhibition. The proposed area of the Madhya Pradesh Tourism Pavilion at ATM, Dubai is **36 sq mtr*.**

12.COTTM, Beijing (China)

COTTM (China Outbound Travel and Tourism Market) is an annually held B2B trade show event organized in China.

The proposed area of the Madhya Pradesh Tourism Pavilion at COTTM, China is **36 sq mtr*.**

* Proposed area in all Events listed in 1.2.5 may be subject to change as per policy decision taken by the authority.

- b) Management / Space Designing and fabrication of the MP Tourism pavilion.
- c) The Pavilion should essentially reflect the state décor and ambience with professional, business type layout which is conducive for conducting buyer seller meetings and effective Madhya Pradesh Tourism branding. The overall layout of the Pavilion should be open and inviting.
- d) There should be easy accessibility to and within the Pavilion and visible, double sided signages for all participants/ co-exhibitors in the Pavilion.

- e) The theme for the Madhya Pradesh Tourism at these international exhibitions should be in consultation with the officials of Madhya Pradesh Tourism Board, Bhopal.
- f) The pavilion should have -
 - Translit /backlit displays to be used in the design of the booth.
 - A video screen/LED wall with approximate dimensions along with audio-visual arrangements.
 - Brochure/Leaflet stands for display of publicity material
- g) Optimum use is to be made of the space, in keeping with the overall theme and décor of the Pavilion.
- h) Scheduling and Structuring the Event.
- i) Food and Beverages arrangements (tea, snacks at pavilion during meetings).
- j) Appropriate Table Space (according to space available) for Co-exhibitors of Madhya Pradesh Tourism. Lockable storage, branding space and name boards for each co-exhibitor is to be provided.
- k) Presence of representative at the stand on all days of the event/ exhibitions.
- 1) The total cost for fabrication/management, designing, transport, charges by the organizers such as electricity, internet etc. is to borne by the Agency.
- m) Information displayed may have usability e.g., Embedded with QR code, or any other latest technology for cross linkage of information.
- n) The work will include construction of the pavilions at site in stipulated time, maintenance activities during the period of the Exhibition/Event and dismantling of the pavilion after the event and site clearance.
- o) Any other work assigned by Madhya Pradesh Tourism department on mutually agreed terms and conditions.

1.2.6 Roadshows

- a) List of Roadshows: -
 - 1. UK London, Manchester, Birmingham, Glasgow
 - Countries in Europe Spain - Madrid, Bilbao, Barcelona Italy - Rome, Milan Germany - Berlin, Munich, Frankfurt Portugal – Lisbon, Norway – Oslo, Sweden - Stockholm France – Paris, Netherlands – Hague, Finland - Helsinki
 USA - San Francisco, Los Angeles, New York City, Chicag
 - 3. USA San Francisco, Los Angeles, New York City, Chicago
 - 4. South America Argentina – Buenos Aires, Brazil – Brasilia
 - 5. China Shanghai, Beijing
 - 6. Australia Sydney, Melbourne, Brisbane
 - Gulf Countries
 UAE Dubai, Oman Muscat, Qatar Doha, Kuwait Kuwait City
 Lebanon Beirut, Russia Moscow, Israel Tel Aviv

8. South East Countries Singapore, Thailand - Bangkok, Japan – Tokyo, Cambodia - Phnom Penh, Philippines - Manila, Vietnam - Hanoi, Indonesia – Jakarta, Malaysia – Kuala Lampur, S Korea - Seoul

- 9. Neighbouring countries Shri-Lanka – Colombo, Bhutan – Thimphu, Nepal – Kathmandu
- b) 360° Planning and Organization of International Road shows for MP Tourism
- c) Identification of cities based on the source market's match with MP Tourism products
- d) Conceptualizing & designing of the Roadshows
- e) Scheduling and Structuring of the event
- f) Negotiation with the Venue and facilitation of the contract signing between the MP Tourism and the Venue Provider
- g) Identification and hiring of Venue*
- h) Food and Beverages arrangements*
- i) Audio Visual Arrangements* (such as projector, LED, mike etc. during the roadshow)
- j) Madhya Pradesh Tourism Branding at the Venue* (Fabrication, printing & mounting of Thematic backdrop, standee etc.)
- k) Arrangements of appropriate table space for Co-exhibitors of Madhya Pradesh Tourism*
- l) Name boards for each co-exhibitor is to be provided*
- m) Presence of representative at the stand on all days of the event/ exhibitions.
- n) Any other work assigned by Madhya Pradesh Tourism department on mutually agreed terms and conditions.

Note: For point no 1.2.6 (F) to (L) Payment will be reimbursed to the company / agency as per actual expenses.

1.2.7 Other Terms: -

- 1. In case of change in Stall Sizes, in all of the above Listed Events in point no 1.2.5 payment will be made to the agency on pro rata basis.
- 2. In case of proposed Event/ Roadshow is being conducted in other city, payment will be made to the agency on the least rates as quoted in the financial bid for the city of that particular country or subject to decision of authority.
- 3. The authority shall have the privilege of participation/ non participation of the Event/Roadshow as mentioned in 1.2.5 & 1.2.6.

1.2.8 Miscellaneous Services for which the payment will be made as per actuals on lowest rate quotations, by Madhya Pradesh Tourism Board

- a) To advice the authority for media buying in Digital/ Print/ TV/ Radio/ OOH/ different innovative media platforms for publicity depending on budget & need (As and when required).
- b) Designing of collaterals and creation of content etc in mutual consultation. The collaterals should be of International quality. (As and when required).
- c) Transportation of Publicity Materials, Press Kits etc from Madhya Pradesh to the Madhya Pradesh Tourism Pavilion of the concerned Tourism International Exhibitions/ Roadshows etc.
- d) Designing of Giveaways and arranging products as per the market (As and when required).
- e) Organize all logistical arrangements like accommodation, meals, air travel, local transportation, etc. for Madhya Pradesh Tourism officials.

- f) The team of approx. 4-6 performing Artists in order to promotion of Cultural Tourism of Madhya Pradesh
- g) Any other work assigned by Madhya Pradesh Tourism Department on mutually agreed terms and conditions.

Note:

For all the above task the agency has to submit the relevant bills/ invoices as supporting from the vendors for payments.

1.2.9 PENALTY

1.2.9.1 Following penalties shall be applicable if the agency fails to meet the criteria mentioned in the Scope of work.

S. no.	Head	Penalty			
1	PR Activities throughout the year				
a)	Scope of work point no 1.2.1 to 1.2.4	10 % of the total value of the applicable rate quoted for that work.			
	, monitoring Internatio	i.e. be of by for nal ies Penalty for not stationing the manpower at Bhopal. Nil payment shall be made and 10% for each month cost			
/	PR Activities during Events & Roadshows , Scope of work point no 1.2.4				
d)	Event Management 1.2.5	10 % of the total value of the applicable rate quoted for the particular event management			
e)	Roadshows Management	10 % of the total value of the applicable rate quoted for the particular roadshow management.			

- 1.2.9.2 In case Authority decides to abandon the project for any reason, whatsoever, at anytime, the payment of the firm/Agency shall be restricted up to the stage the services have actually been provided by the firm/ Agency.
- 1.2.9.3 In the event of agency failure to complete the work within the specified time, the MPTB may, without the prejudice to any other rights hereunder, recover from the supplier, as liquidated damages, the sum of 20% of the contract price.

1.2.10 Total Duration of Services

The Firm/ Agency will work for the Authority till the execution of the Agreements for the above Scope of work. The total duration of the entire project is for a period of 3 years. The Firm/ Agency must have sufficient manpower inputs to comply with the Scope of Services.

1.2.11TOTAL FEE

The Fee for the proposed assignment shall be quoted as a Lumpsum fixed amount in Indian Rupees as provided in Annexure XII. Price Bid (Financial Bid). Conditional proposals shall be summarily rejected.

1.2.12FEE PAYMENT STRUCTURE

- i. Payment will be made to the successful bidder after satisfactory completion of the work as per scope of work PR activity in events and roadshows (point no 1.2.4) and management of events and Roadshows (point no 1.2.5 and 1.2.6) after submission of the Bills.
- ii. Payment will be made to the successful bidder quarterly basis of the work as per scope of work Regular PR activity throughout the year (point no 1.2.2, 1.2.3) after submission of the Bills.
- iii. All the payments shall be made in Indian currency only.

1.2.13 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

1.2.14 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 fulfill 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.

1.2.15Termination 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 1.2.16 shall become applicable.

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

1.2.16 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.

1.2.16 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.

1.2.17 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.

1.2.18 DISPUTE RESOLUTION

- 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.

1.2.19 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.

1.2.20 Arbitration

Any dispute arising in connection with this RFP/agreement, which cannot be settle 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 thetime 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.

1.2.21 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.

1.2.23 REDRESSAL OF PUBLIC GRIEVANCES

- 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.
- 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.
- **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.

- **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.
- **5.** Within 7 (seven) days of the close of each month, the Selected Agency shall send to the Authority and 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.

1.2.25 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.

1.2.26 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.

1.2.27 Successors and assigns

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

1.2.28 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 shall:

(a) in the case of the Selected Agency, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Selected Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Selected Agency may from time to time designate by notice to the Authority.

Attention:

{Designation:

Address:

Fax No:

Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to Managing Director, M. P. Tourism Board, Bhopal, Madhya Pradesh with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Selected Agency; provided that if the Selected Agency does not have an office in ------ it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Address:

Fax No:

Email:},

and

a) 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.

1.2.29 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.

1.2.30 Counterparts

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

1.2.31Legal

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

1.3 BRIEF DESCRIPTION OF THE SELECTION PROCESS:

The Authority has adopted **Online Tendering or E- Tendering** System with **Single-Stage**, **Two Envelop** bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project assignment. The *first stage* of the evaluation (the "**Qualification-Technical Proposal 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 announce a list of all pre- qualified Bidders who are qualified and eligible for evaluation in the *Second stage* (The **Financial Proposal Stage**) and whose financial bids can be opened and evaluated in accordance with the provisions of the RFP.

The Financial Bid is to be submitted Online only. The Financial Bids of all the short listed/qualified bidders will be opened on a concerned date and time. The Bidder will be selected on the basis of **QCBS** (Quality and Cost Based Selection) Method.

2 INSTRUCTION TO BIDDERS

A. GENERAL

Sale of RFP document

RFP Document can be obtained through website <u>www.mptenders.gov.in</u>. The Tender Fee is Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) inclusive of GST and the schedule of the bidding process is as under: -

Activity	Date and Time
Issue of Bid documents	Date 22/11/2022
Pre-Bid Meeting	Date 08/12/2022 Time 15:00 PM
Online Tender Purchase Start Date	Date 15/12/2022 Time 17:00 PM
Online Bid Submission Last Date (EMD, Technical Bid, Financial Bid)	Date 26/12/2022 Time 15:00 PM
Opening date of Proposals	Date 27/12/2022 Time 15:00 PM
Presentation	will be informed to shortlisted bidders
Financial Bid Opening	will be informed to shortlisted bidders

2.2Eligibility of Bidders

The Firm/ Agency are required to meet following **eligibility criteria to qualify for the Project:** -

2.2.1 Technical Capability:

- 1. The agency/Associations/Firms/Company should have an experience of **at least 3 years** in PR activities at International level. Client Certificate /proof of documents are to be attached.
- 2. The Agency should have an experience of handling at least three international events and road shows of similar nature related with tourism industry during last five years and must be supported by satisfactory completion certificate.
- 3. The Agency or its associate should have an experience of handling at least three International level Marketing Support Services and Public Relations (PR) activities during last three years in Countries UK, US, Europe, China, Australia, South East, Middle East, Russia and UAE and must be supported by satisfactory completion certificate.
- 4. Agency or its associate should have 1 office minimum in India and minimum international office which may be either in Europe or USA or South East, Middle East.
- 5. In case of a foreign company, they should have a business establishment as per the prevailing laws of India.
- 6. A Consortium shall be eligible for consideration In case the Bidder is a

Consortium, it shall comply with the additional requirements as per **Annexure IX.**

(Note: Proof of documents are to be attached).

2.2.2 Financial Capability:

Turn Over:

The applicant's annual average **turnover** during the *last three financial Year* i.e., 2019-20, 2020-21 & 2021-22should be **minimum Rs. 3.00 CR (Rs. Three Crores only**) or equivalent amount in local currency. The applicants are required to submit a Certificate duly signed by the Statutory Auditors certifying the mentioned average turnover details separately.

2.3General Terms of Bidding

The Applicant(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

- **2.2.1** All documents submitted by the Applicant(s) will be treated as confidential, and will not be returned to Applicant(s).
- **2.2.2** Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- **2.2.3** Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- **2.2.4** Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- **2.2.5** A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- **2.2.6** Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

2.2.7 The applicant has to submit an Earnest money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakh only) through MP E-procurement portal: <u>www.mptenders.gov.in</u>

2.3 Cost of Bidding

2.3.1 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.

2.4 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

2.5 Contents of the RFP

The proposal should be submitted as follows: -

- Technical Proposal: To be uploaded Online Only.
- Financial Proposal: To be submitted Online only

2.6 Clarifications

2.6.1 Agency may request a clarification on any of the bid documents in Pre-Bid Meeting on the indicated date. MPTB will respond to such requests and will post the response on MP E- Procurement Portal: www.mptenders.gov.in and will inform the Pre- Bid Attendees by Email.

At any time before the submission of Proposals, MPTB may, for any reason, whether at its own initiative or in response to a clarification request by an invited firm, modify the bid documents (RFP) by amendment on MP E- Procurement Portal: <u>www.mptenders.gov.in</u> and may inform the Pre-Bid Attendees by Email. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

2.7 Amendments Modification of RFP

2.7.1 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 Addendum.

Any Amendments/ Clarifications/Addendum thus issued will be posted on E - tendering website: <u>www.mptenders.gov.in</u> and may be informed to the Pre- Bid Attendees by Email.

2.7.2 All such amendments/addendum will become part of the bidding document.

2.7.3 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 Submission Last Date.

C. PREPARATION & SUBMISSION OF BIDS

2.8 Language

2.8.1 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.

2.9 Format & signing of Bid

- 2.9.1 The Bidder shall prepare one original copy of the documents comprising the Bid as described in the RFP. The Bidder bidding for the project has to submit Technical & Financial Bid of the Project along with all relevant required documents and EMD
- 2.9.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 2.9.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialled by the person or persons bidder to sign the Bid.

2.9.4 The Bid document shall be in serial number and properly arranged.

2.10 Submission of Bid

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

I: Technical Bid (To be submitted Online only)

II: Financial Bid (To be submitted Online only)

The Technical Bid shall be uploaded on the website www.mptendres.gov.in

II. Financial Bid:

The Bidder shall submit its Financial Bid Online only as per the prescribed format - Annexure-VII.

2.10.2 The Technical Bid shall contain the Documents listed in annexures.

2.11 Bid Due Date

- 2.11.1 Bids should be submitted on or before date, provided in the RFP in the manner and form as detailed in this RFP.
- 2.11.2 The Authority may, in its sole discretion, extend the Bid Due Date in accordance with the RFP uniformly for all Bidders.

2.12 Late Bids

2.12.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Modifications/ Substitution/ Withdrawal of Bids

2.13.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The Bidder shall submit its Financial Bid in the format specified in the RFP, and upload it online on <u>www.mptenders.gov.in</u>

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 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

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) & Performance Security

2.18 Earnest Money Deposit & Performance Security

- 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) is to be submitted Online Only through MP E-Procurement Portal (<u>www.mptenders.gov.in</u>) by NEFT/RTGS/ Net Banking and Card Payment only. The EMD shall be refundable to unsuccessful bidder not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the successful Bidder. The successful bidder has to provide the Performance Security Deposit in form of Demand Draft in name of Madhya Pradesh Tourism Board payable at Bhopal / Bank Guarantee worth 5% of the financial amount quoted for the project along with acceptance of LOI. The Performance Security should remain valid for a period of 30 days beyond the completion of the period of contract i.e., for 03 years
- 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, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of LoI to the Preferred Bidder, whichever is earlier.
- 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) To sign and return the duplicate copy of LOI;

ii) To furnish the required Performance Security within the period prescribed there;

iii)Sign the Agreement.

e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

3 EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

- 3.1.1 The Authority will open the Technical Bid of all the Bids received and announce the names of (i) Bidders, who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. 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 Bids for which acceptable notice of withdrawal has been submitted shall not be opened.
- 3.1.3 Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of EMD, the amount and validity of EMD furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 3.1.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

3.2Examination of Technical Bid and Determination of Responsiveness of the same

- 3.2.1 Prior to evaluation of Technical Bids, the Authority will determine whether all documents are submitted Online.
- 3.2.2 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.
- 3.2.3 Subject to confirmation of the EMD, the Technical Bid accompanied with valid EMD will be taken up for determination of responsiveness of the Bid in terms hereof.
- 3.2.4 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
- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 The Authority shall inform, by mail, the Bidders, whose Technical Bid is found to be responsive and who are short listed based on qualification criteria as detailed out in the RFP, the date, time and place of Presentation and opening of Financial Bid as specified in the RFP. In the event of the

specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

3.2.8 The Financial Bids of those Bidders who's Technical Bids is determined to be non-responsive or not substantially responsive pursuant to this Clause will not be opened.

3.3 Opening of Financial Bids

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

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 RFP.
- 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:
 - a) 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.
 - b) 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 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).

3.6.2 In evaluating the Financial Bids, MPTB will determine for each Financial Bid amount quoted by the Bidder.

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, 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 Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to their 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.

4 Award of Contract

4.1 Selection & Award Criteria

4.1.1 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.

4.1.2 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.

The points and the criterion have been specified in the RFP.

4.1.3 The ratio of weight towards quality and cost shall be **70:30.** The bidders are required to score **minimum 70 technical points** (quality) to qualify for opening of financial proposal.

4.2 Public Opening & Evaluation of Financial Proposals

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

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

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

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 x 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 x Tw + Sf x 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 the case two or more bidder have same score in the final ranking and technical score, the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder

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

5 SELECTION PROCESS:

5.1 SELECTION METHOD

5.1.1 A committee appointed by the Madhya Pradesh Tourism Board, would shortlist agency/agencies, based on the eligibility criteria and short-listed agencies will be required to make a presentation. The presentation, among other things, should include the following and the markings are as mentioned below:

Sr.	Parameters	Maximum
no		marks
	Years of Experience in PR activity at international level.	
1	3 Years = 5 marks	10
	Above 5 Years, 1 mark for each year and up to a maximum of 10 marks in aggregate	
	Experience of International events	
	and road shows in the countries as specified in 1.2.5 Event Management & 1.2.6 Roadshows (in last five years)	
2		10
	3 Events/Exhibitions/Roadshows = 4 marks	
	Above 3 Events/Exhibitions/Roadshows, 2 marks for each	
	Events/Exhibitions/Roadshows and up to a maximum of 10 marks in aggregate	
3	Annual average Turnover during the last Three financial years i.e., 2019-20, 2020-21 & 2021-22	
	3 Crore to 06 Crore = 5 marks	10
	More than 16 Crore upto 10 Crore = 7 marks	
	More than $10 \text{ Crore} = 10 \text{ marks}$	
	Experience of conducting PR Related Activities and	
4	Marketing Support Services in the Tourism Events	10
	(2 marks for each work with a maximum of 10 Marks)	

	Presentation by the firm:	
	a. Company profile, Team members with experience	10
	 b. Planning, Conceptualizing & Designing of Emailers, Press kits, Invites, Giveaways 	4
	c. Presentation, how to represent the state	4
	d. Making & usage of Database	4
	e. Social Media activity in the language specific to thecountry	4
5	f. Value additions, Marketing / PR Activities during Events & Roadshows which can be done	4
	g. Concept, theme & design, Value additions at the Pavilion , Effective utilization of the space for MPTB & its stakeholders	4
	h. Display of Art/Craft and Culture at the Stand/Venue	4
	i. Conceptualizing, Designing, Promotional Activity.	4
	j. Selection of event design for Roadshows	4
	TOTAL	100

Note: -

- **1.** In point no. 1, 2 & 4, the same event shall not be considered for marking.
- 2. Selection procedure is based on 30% on financial bid and 70% on technical bid (QCBS)
- 5.1.2 On the basis of technical assessment which includes presentation, The bidders are required to score **minimum 70 technical points** (quality) to qualify for opening of financial proposal, in the presence of authorized representatives of the agencies and only top 3 technical scores shall be opened. In case, only two agencies qualifies; Financial Bids of the two agencies will be opened on the basis of QCBS system.
- 5.1.3 The agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event. The final authority lies at the sole discretion with the Managing Director, MPTB.
- 5.1.4 The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc.
- 5.1.5 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.

6 LETTER OF INTENT

6.1 After selection, a Letter of Intent (the "**LOI**") shall be issued, in duplicate, by the Authority to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the

stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

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

Annexure I: Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director, Madhya Pradesh Tourism Board, (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008

Subject: Application & bid for the project 'Request for Proposal for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion and Management of International Tourism Exhibitions and Roadshows'

Dear Sir/Madam,

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:
 - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - I/ We do not have any conflict of interest in accordance with the RFP document; and
 - 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 tender 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 120 days from the Proposal Due Date.
- 20. I/we offer an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Two Lakh Rupees Only)
- 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,

Place:	
--------	--

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation:

Status Comments, if Sr No. Enclosures to the Technical & Price Bid (Submitted/Not anv Submitted) Details of Purchase of Tender Document 1 (proof of purchase of Tender to be attached) Covering Letter 2 Details of Bidder 3 Technical Capacity (Experience) of the 4 bidder as per2.2.1 Eligibility of Bidders Turnover 5 (Financial Capacity) of the bidder Statement of Legal Capacity 6 Power of Attorney for signing of Bid Details of EMD (proof of EMD submitted to be 7 attached) Details of EMD (proof of EMD submitted to 8 be attached) Information regarding litigation, debarment, 9 arbitration, etc. Bid document along with addendum duly 10 signed by Bidder signatory and stamped. CA Certificate certifying turnover of last 11 three financial years of the Bidder In case financial strength is being used of the Associates then Board Resolution and Letter 12 of Undertaking Price Bid Letter and submissions in line with 13 the RFP requirements Proof of Local Office, Company Profile and 14 Man Power

Annexure II: Checklist of Submissions -

Annexure III: Details of Bidder -

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
	Status of the firm (whether Pvt Ltd company/ Public Ltd.	
5.	Company/ partnership firm/Proprietary)	
6.	Names of Directors/ Partners/Proprietor	
	Whether registered with registrar of companies/ firms –	
7.	mention number and date with proof	
	Whether registered for sales tax – mention number and date.	
8.	Also furnish copies of sales tax number allotted	
	Whether registered for service tax – mention number and date.	
9.	Also furnish copies of service tax number allotted	
	Whether assesses of Income tax payee. Mention PAN, furnish	
10.	copy of last income tax return.	
11.	Name and Address of Bankers	
	Whether empanelled with other Government organizations. If so,	
12.	give names of organizations with the details of supply.	
13	Scan copy of Cancelled Cheque, PAN Card and Bank Details	
14.	List of present clients (Copy of work order to be Enclosed)	
15.	Any other information	

Signature:

Name:

Designation:

Affix Company seal

DECLARATION

- 1. I / We have read the instructions appended to the Proforma 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 IV: Financial Capacity of the Bidder

Year	Name of the Bidder	Annual Turnover (In Rs.)
2019-20		
2020-21		
2021-22		

Instructions:

- Audited report of the balance sheet of the last three financial years of the Bidder. The financial statements shall:
 - a) reflect the financial situation of the Bidder and its Associates where the Bidder 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
 - d) 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, (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008

Subject: Bid for "Request for Proposal for Selection of Agency for International Public Relation and Marketing Support Services and Fabrication of pavilion and Management of International Tourism Exhibitions and Roadshows".

Dear Sir/Madam,

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 bidder 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: Bank Guarantee for Performance Security

То

The Managing Director, Madhya Pradesh Tourism Board, (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008

- 3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency representative shall have no claim against us for making such payment.
- 4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agrency representative and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
- 5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency representative from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agreement and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency representative or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency representative (s)
- 7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure VII: 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 son/daughter/wife and bidder Mr./ Ms (name), 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 1. [Notarized]

2 Accepted

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

Notes:

- i. 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.
- *ii.* 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- *iii.* 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 XIII

Conditions for Consortium

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- 1. The Bidder may be a Proprietorship firm /partnership firm/ Company as single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- 2. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
- 3. Combined turnover for both the members will be considered.
- 4. Combined technical capability of both the members will be considered.
- 5. Performance Security is to be submitted by the lead member only.
- 6. MPTB will do all correspondence with lead member only.
- 7. MPTB will make all the payments to lead member only.
- 8. Number of members in a consortium shall not exceed 3 (three);
- 9. Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium;
- 10. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format annexed, signed by all the other members of the Consortium;
- 11. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- 12. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
- 13. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
- 14. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in annexure (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal.
- 15. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.

- 16. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 17. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

Annexure IX- Power of Attorney for Lead Member of Consortium

Whereas the Madhya Pradesh Tourism Board (MPTB) ("the Authority") has invited Request for Proposal for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows ("the Project").

Whereas,andandand (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

having our registered office at,

and having our registered office at, (hereinafter collectively referred to

as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S

..... having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF
ATTORNEY ON THIS DAY OF
2 For
(Signature)
(Name &
Title)
For
(Signature)
(Name &
Title)
Witnesses:
1.
2.
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. 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.

2.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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Annexure X -

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {... Limited, a company incorporated under the Companies Act, 1956} and having its registered

office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to

the context include its successors and permitted assigns)

AND

2. {...Limited, a company incorporated under the Companies Act, 1956} and having its registered

office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant

to the context include its successors and permitted assigns)

AND

3. {...Limited, a company incorporated under the Companies Act, 1956} and having its registered

office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to

the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the

"Parties" and each is individually referred to as

a "Party" WHEREAS,

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enterinto a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP. **Consortium**

- 1.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
- 1.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the other Member of the Consortium}

(Please Specify Role of the each Party such as Lead Member, financial Member etc. for the Project)

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the

terms of the RFP and the Agreement, till such time as the Project Completion is achieved under and in accordance with the Agreement.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, Development Right, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfillingits obligations under this Agreement;

enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the MPTB to the Bidder, as the case may be.

6. Miscellaneous

- 6.1 This Joint Bidding Agreement shall be governed by laws of India.
- 6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the MPTB.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THISAGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	
LEAD MEMBER by:	SECOND PART

(Signature) (Name) (Designation) (Address) (Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf ofTHIRD PART

Notes:

- The mode of the execution of the Joint Bidding Agreement 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.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member.

Annexure XI.

A. List of Mainline Magazines / Newspapers where advertorial is planned / proposed

S.no.	Name of	Publishers	Circulation	Circulation	Other
	Mainline		(In no.)	(By Area)	relevant
	Magazine/				Details
	Newspaper				
Quarter 1	l				
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 2	2				
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 3	3				
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					

China			
Quarter 4	ļ		
UK			
US			
Europe			
Australia			
Middle East			
South East			
Russia			
China			

В.	List of Mainline Travel related Magazines where advertorial is	s planned /
	proposed	

S.no.	Name of Mainline Magazine/ Newspaper	Publishers	Circulation (In no.)	Circulation (By Area)	Other relevant Details
Quarter 1		1	1	L	<u>. </u>
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 2		1			
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 3	3	[l		
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 4					

UK			
US			
Europe			
Australia			
Middle East			
South East			
Russia			
China			

C. List of infight Magazines where advertorial is planned /proposed

S.no.	Name of	Publishers	Circulation	Circulation	Other
	Mainline		(In no.)	(By Area)	relevant
	Magazine/				Details
	Newspaper				
Quarter 1	l				
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 2	2				
UK					
US					
Europe					
Australia					
Middle East					
South East					
Russia					
China					
Quarter 3	3				

UK			
US			
Europe			
Australia			
Middle East			
South East			
Russia			
China			
Quarter 4			
UK			
US			
Europe			
Australia			
Middle East			
South East			
Russia			
China			

FOR AND ON BEHALF OF _____

SIGNATURE _____

Annexure XII. Price Bid (Financial Bid)

(To be uploaded Online only)

FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER

To, The Managing Director, Madhya Pradesh Tourism Board, (MPTB) 6th Floor, Lily Trade Wing, Jahangirabad Bhopal – 462008

Subject: Financial Bid for "Request for Proposal for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows".

Dear Sir/Madam,

As a part of the Bid for Selection of Agency/ firm for "Request for Proposal for Selection of Agency for International Public Relation and Marketing Support Services and Fabrication of pavilion and Management of International Tourism Exhibitions and Roadshows" we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh Tourism Board for the project.

S.No	Particulars (as per Scope of Work)	Per Unit	Cost(GST extra as applicable)	Total Cost	
1	1.2.2 Regular Marketing / PR Activities throughout the year in source market countries / regions -		Cost per annum		
1.1	Dedicated 1 (One) Experienced Manpower	1	Rs		
1.2	Quote rate for sub clause 'b to k'	1	Rs		
2	1.2.3 Marketing Support Services		Cost per annum		
2.1	Organizing FAM trips	1	Rs		
2.2	Creating minimum five (05) packaged saleable itineraries and trails on different regions of M.P based on different theme like art, culture, heritage, craft, rock art, adventure, nature, religion etc.	1	Rs		
3	1.2.4 Marketing / PR Activities for Events & Roadshows		Cost per event/Roadsho w		
3.1	(i) As per scope of work 1.2.4(i) Cost per International Tourism Exhibitions / Events	1			
3.2	(ii) International Roadshows As per scope of work 1.2.4(ii) Cost per Roadshow	1			
4	1.2.5 Event Management	Proposed	Rate/Sqm	Cost per annum	
		Area	(In Rs.)	per Event (In	
		(In Sqm)		Rs.)	

4.1	ITB Asia (Singapore)	36 Sqm	
4.2	IFTM TOP RESA, Paris (France)	36 Sqm	
4.3	JATA, Tokyo (Japan)	36 Sqm	
4.5	WTM, London (UK)	80 Sqm	
4.5	USTOA (USA)	36 Sqm	
4.6	FITUR, Madrid (Spain)	36 Sqm	
4.7	AIME, Melbourne (Australia)	36 Sqm	
4.8	ITB, Berlin (Germany)	80 Sqm	
4.9	IMTM, Tel Aviv (Israel)	36 Sqm	
4.10	MITT, Moscow (Russia)	36 Sqm	
4.11	ATM, Dubai (UAE)	36 Sqm	
4.12	COTTM, Beijing (China)	36 Sqm	
5	1.2.6 Roadshows		Cost per Total Cost
			annum
			per
			Roadshow
	UK		
5.1	London	1	
5.2	Manchester	1	
5.3	Birmingham	1	
5.4	Glasgow	1	
6	Countries in Europe		
6.1	Madrid (Spain)	1	
6.2	Bilbao (Spain)	1	
6.3	Barcelona (Spain)	1	
6.4	Rome (Italy)	1	
6.5	Milan (Italy)	1	
6.6	Berlin (Germany)	1	
6.7	Munich (Germany)	1	
6.8	Frankfurt (Germany)	1	
6.9	Lisbon (Portugal)	1	
6.10	Oslo (Norway)	1	
6.11	Stockholm (Sweden)	1	

6.12	Paris (France)	1	
6.13	Hague (Netherlands)	1	
6.14	Helsinki (Finland)	1	
7	USA		
7.1	San Francisco	1	
7.2	Los Angeles	1	
7.3	New York	1	
7.4	Chicago	1	
8	South America		
8.1	Buenos Aires (Argentina)	1	
8.2	Brasília (Brazil)	1	
9	China		
9.1	Shanghai	1	
9.2	Beijing	1	
10	Australia		
10.1	Sydney	1	
10.2	Melbourne	1	
10.3	Brisbane	1	
11	Gulf Countries		
11.1	Dubai (UAE)	1	
11.2	Muscat (Oman)	1	
11.3	Doha (Qatar)	1	
11.4	Kuwait City (Kuwait)	1	
11.5	Beirut (Lebanon)	1	
11.6	Moscow (Russia)	1	
11.7	Tel Aviv (Israel)	1	
12	South East Countries		
12.1	Singapore	1	
12.2	Bangkok (Thailand)	1	
12.3	Tokyo (Japan)	1	
12.4	Phnom Penh (Cambodia)	1	
12.5	Manila (Philippines)	1	
12.6	Hanoi (Vietnam)	1	
12.7	Jakarta (Indonesia)	1	

12.8	Kuala Lampur (Malaysia)	1	
12.9	Seoul (South Korea)	1	
13	Neighbouring Countries		
13.1	Colombo (Shri Lanka)	1	
13.2	Thimphu (Bhutan)	1	
13.3	Kathmandu (Nepal)		
Total a	mount		

We quote Rs.

_____ (in words) towards

Project Cost which is exclusive of all Taxes.

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

- 1. Proposed area in all Events listed in 1.2.5 may be subject to change as per policy decision taken by the authority and payment will be made to the agency on pro rata basis.
- 2. In case of proposed Event/ Roadshow is being conducted in other city, payment will be made to the agency on the least rates as quoted in the financial bid for the city of that particular country or subject to decision of authority.
- 3. QCBS Evaluation will be done on the Grand Total amount as quoted in the Financial Bid.

FOR AND ON BEHALF OF _____

SIGNATURE _____

Annexure - XIII

Request for Pre- bid Clarifications

Bidder's Request for Clarification for Tender

"Request for Proposal for Selection of Agency for International Public Relation, Marketing Support Services and Fabrication of pavilion, Management of International Tourism Exhibitions and Roadshows"

Name of Organization:

Name & position of person: Full formal address including Telephone, mobile and email address:

Sl. No.	Page No.	Clause No.	Clause heading	Query / Clarification Sought	Suggestion