

Incredible India

# Madhya Pradesh Tourism Board

Corporate Identification Number (CIN):
U75302MP2017NPL043078
6th Floor, Lily Trade Wing, Jahangirabad Bhopal
Madhya Pradesh, India. Pincode – 462008
Website: www.tourism.mp.gov.in

No. 4593/MPTB/EAM/2019 Tender Reference No. 4593 Tender ID No. – 2019\_MPTB\_59870 Bhopal, Dated: 25/10/2019

Madhya Pradesh Tourism Board invites Request of Proposals for "Selection of Creative & Event Agency for Organising Orchha Cultural Festival".

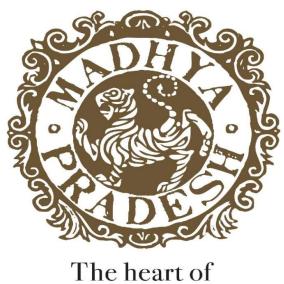
The detailed RFP document will be available to download from the date 25/10/2019 on the websites: - www.mptenders.gov.in or www.tourism.mp.gov.in

Interested Bidders eligible as per qualification criteria may submit their response to the RFP through M.P e-procurement portal www.mptenders.gov.in

For any other information, contact 0755-2780600 or email on marketing@mptourism.com. For any technical issues related to tender process contact, M.P. Government E- Procurement Toll free number – 0120-4001 002 or email at: support-eproc@nic.in

**Managing Director** 

# REQUEST FOR PROPOSAL FOR Selection of Creative and Event Agency for Organizing Orchha Cultural Festival"



The heart of Incredible India

Madhya Pradesh Tourism Board Bhopal, India

# **DISCLAIMER**

The information contained in this RFP 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.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any 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 and cancel the entire bidding process.

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	A Pre-Bid Conference will be held: Yes Date: 02.11.2019 Time: 12:00 Hrs
	Venue:
	Madhya Pradesh Tourism Board,
	6th Floor Lily Trade Wing,
	Jehangirabad,
	BHOPAL - 462003.
3	Proposal should remain valid for 180 days from the proposal due date
4	The Agency/Firm is required to include with its Proposal written confirmation of
	authorization to sign on behalf of the Firm: Yes
5	Method of Selection: QCBS (Quality and Cost Based Selection)
6	The Agency/Firm must submit:
	i. Technical Proposal (To be submitted Online Only)
	ii. Financial Proposal (To be submitted Online Only)
7	
	An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal.
8	The Amount for EMD: <b>Rs. 2,00,000/- only (Rupees Two Lakh only)</b> to be submitted Online Only through MP E Procurement portal ( <a href="www.mptenders.gov.in">www.mptenders.gov.in</a> ) only along with technical proposal.

9	EMD of the bidders not selected will be returned not later than 180 days from Proposal
	Due Date. The selected bidder's EMD shall be returned upon submission of performance
	security. Bids not accompanied by the EMD shall be rejected.
10	Performance security:
	10 % of order value shall be submitted before Agencies execution of the order
11	All correspondence shall be addressed to:
	Managing Director,
	Madhya Pradesh Tourism Board, 6th Floor Lily Trade wing,
	Jehangirabad, BHOPAL - 462003 Tel: 0755-2780600
	Website: www.tourism.mp.gov.in
12	Date for public opening of Technical Proposal: 11-11-2019 at 12:00 hours
13	Date of presentation: - To be informed
14	
	Date of opening of financial Proposal: To be informed
15	Cost of RFP document to be paid: Yes, Rs.5900/- (Rs. Five Thousand Nine 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 portal (www.mptenders.gov.in).

#### 1.0 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 center of country. It has been home to cultural heritage of Hinduism, Buddhism, Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

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

# 1.2 OBJECTIVE

- 1.2.1. Madhya Pradesh Tourism Board (MPTB), proposes to organize the First edition of Orchha Cultural Festival in the Month of **February 2020** in Orchha, Madhya Pradesh. Primary objective of this meet is to market and promote Madhya Pradesh as a destination throughout the year. The focus will be on increasing domestic and inbound traffic into the State.
- 1.2.2 The event shall be spread over three days.
- 1.2.3 The event shall consist of Cultural Festival, Musical Activities and Business Sessions.
- 1.2.4 Media interactions on the sidelines of the event with Madhya Pradesh Tourism officials.
- 1.2.5 Exclusive focus on domestic and inbound tourism into Madhya Pradesh to reassure the position of the State as a preferred tourist destination in the world.

# 1.3 Tentative Schedule of event

1.3.1 The tentative schedule of the 3 days in the Month of February is as under:

S.No	Date	Programme	Venue
1.	Day 1	Inaugural Cultural Program	To be decided
		followed by dinner (300 Pax)	
2.	Day 2	Official inaugural function	To be decided
3.	Day 2	Business Sessions (5 Sessions) followed by Lunch (300 Pax)	To be decided
4.	Day 2	Culture Program followed by	To be decided
		Dinner (300 Pax)	
5.	Day 3	Knowledge Sessions / Workshops (5 Sessions)	To be decided
6.	Day 3,	Lunch (300 Pax)	To be decided

1.3.2 The detailed schedule shall be finalized in consultation with the successful bidder.

# 1.4 Scope of work

## 1.4.1 **Venue:**

The Agency Shall be responsible for arrangement of venue/ venues as per the Requirement of the 3 Day Festival.

# 1.4.2 Delegates:

The agency shall ensure minimum 200 Delegates. It may be noted that the numbers indicate distinct organizations in terms of Travel & Tourism Fraternity/ individuals from Various walks of Tourism Related Fraternity and does not indicate only the number of people participating. The number of delegates may vary up to 25 % and accordingly the charges will be adjusted on pro rata basis.

- a) The list of Delegates shall be submitted minimum 1 month before the event by the successful bidder to MPTB, for approval in the format to be provided by the MPTB.
- b) The agency will also be fully responsible for bringing Delegates from across India and ensuring their attendance and seriousness of endeavor. Hosting includes travel, lodging, boarding, local assistance, transportation, etc.
- c) Complete logistics including air fare, boarding and lodging and local transport of all foreign and Indian delegates to be borne by the agency.
- d) The agency shall obtain a professional feedback from the participants and the same should be submitted to MPTB along with compilation of the feedback in the Post event Report.

# 1.4.3 TRANSPORTATION

- 1. <u>Ground Transportation Airport/Railway Station to/from Hotels/Venue</u>. The agency will provide all transportation to/from airport and hotels/venue on defined dates to Delegates and Guests. Dates to include official arrival and departure dates as well as additional arrival and departure dates.
- 2. <u>Between Venues</u>. The agency will provide all transportation as needed between venues.
- 3. <u>Hotel Shuttles</u>. The agency will provide shuttle transportation as needed throughout the Festival days between hotels and venues.
- 4. <u>Local Experience</u>: The agency will provide all transportation for Morning activities.
- 5. MPSTDC is also having the fleet of vehicles. The bidder will utilize the available vehicles of the MPSTDC before contracting the third party.

# 1.4.4 Media Management:

Participation of minimum 5 distinct international and 15 distinct national media (except travel trade magazine) journalist from print, electronic and digital media to be ensured who have published recent articles in standard magazines/ periodicals. The term media includes mainline newspapers, magazines, TV channels, online platforms and Web news Channels.

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- 3 media personnel from international and 10 media personnel from national travel trade magazines.
- a) The term distinct media teams mentioned above implies distinct organizations and does not take into account multiple representatives of a single organization.

- b) The complete logistics of boarding, lodging travel and, transport of the media personnel to be borne and managed by the agency.
- c) The fabrication/management of the media lounge/ business center will also be the sole responsibility of the agency.
- d) Issue press release of more than 500 words during all days of event in Hindi and English language and circulate the same to Local and National media.
- e) The list of media personnel to be submitted minimum 1 month before the event and approved by MPTB.
- f) Obtain a professional feedback from the participants and the same should be submitted to MPTB along with compilation of the feedback within 15 days from the end of the event. Format for the feedback shall be got approved from MPTB.

#### 1.4.5 Craft Bazaar:

Agency should Make arrangement of A Craft Bazaar of Min. 15 Stalls to Exhibit and Promote Various Arts and Crafts of Madhya Pradesh. The Artisans and Exhibitors will be Finalized as Approved by Authority. (i.e. Bagh Print, Bell Metal, Maheshwari saree weaving, Gond Art etc.)

#### 1.4.6 Food Bazaar:

Agency should Make arrangement of A Food Bazaar of Min. 10 Stalls to Exhibit and Promote **Native Cuisine and Delicacies** of Madhya Pradesh. The Stalls will be Finalized as Approved by Authority. (i.e. Bhopali, Malwa, Bundeli Cuisines etc.)

# 1.4.7 Morning Activities:

Agency Should curate and organize various experiences for delegates on the Mornings of Day 2 and Day 3. Suggested Experiences are following;

- A. Cycling Tour (50 Pax)
- B. Nature Walks (50 Pax)
- C. Yoga (50 Pax)
- D. Rafting (50 Pax)
- E. Photography Walk (50 Pax)

# 1.4.8 City Décor

The Agency Shall Decorate Various Pitstops, Venues and Streets of the Orchha City (2 Kms Stretch from Ram Raja Temple) to built up Ambience as per the Flavor of the Festival.

# 1.4.9 Road Show

It shall be the agency's responsibility to Market the Festival nationally through all forms of media as per the below details:

a) Arrange pre-event media briefings/road shows one each in Delhi, Mumbai, Bhopal and Indore in which media, travel tour operators and stakeholders from tourism fraternity will be included. The event will be organized in a 4/5 Star Hotel with all amenities followed by Dinner. The Number of participants may be approx. 100-125. The venue to be decided in consultation with MPTB.

# 1.4.10 Publicity

Publicity and promotion of the event outside the venues 10 hoardings of 15X10 fit size for a period of 15 days to be displayed before 12 days of the event opening date at main approach roads in the city, proper display and hoardings at Nearest airport, and station. 25 folding Standees of 3X6 fit size at major Hotels in the city.

# 1.4.11 Delegate Kit Bag

400 Branded (Madhya Pradesh Tourism) Kitbag must be provided to all participants with basic stationary items, directory, schedule of the event, venues by agency to be approved by MPTB.

# 1.4.12 Media Kit Bag

300 Branded (Madhya Pradesh Tourism) Kitbag must be provided to all Media Representatives with basic stationary items, directory, schedule of the event, Venues agency to be approved by MPTB.

# 1.4.13 Publicity material

a).	Produce creatives	s for the event	in terms	of 500	brochures	with	following	specificatio	n:
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	17"x 12" (open)
	8.4"X 12" (closed)
	No of pages 4
	Multi-color
П	paper 300 GSM

# 1.4.14 Digital Marketing and Promotion

The agency shall be responsible for following

- a. Creation and Maintenance of a microsite a microsite specially Designed for the Orchha Festival would be created and maintained by the agency that would provide all the relevant and necessary information as per the requirement of the Festival.
- b. **Social Media Promotion** the agency would create social media handles for the Festival on various popular platforms like Facebook, Twitter, Instagram etc. to promote the festival and to disseminate the information to the Targeted Audience.
- c. **Paid Digital Promotion** The agency would be providing digital media plan to target the relevant pan India audience with demographical, geographical, interest targeting etc. the plan will be released after the approval from Authority.
- d. **Content Creation** The agency would be solely responsible for the creation of all the content required for digital marketing and promotion of the event. The content would be uploaded after approval from Authority.
- e. **Arrangement for Influencers -** The agency would be responsible for on boarding of influencers as per the requirement of festival. These influencers will be deployed after approval from the Authority.

# 1.4.15. Inaugural Programme

Inaugural Programme shall be organized at the venue (Approved by MPTB). For Inauguration of the programme the agency shall provide and arrange:

- a. Sitting arrangement for 500 persons.
- b. 15 persons capacity dais high raised (H 2.5'X30X40') with Backdrop and flower decoration.
- c. One Screen in front of the dais.
- d. Complete AV Console.
- e. 2 no of podium.
- f. 2 no. of LED Screens 12"x10" each.
- g. Master of Ceremony.
- h. Flower bouquets and other ancillary requirements.

# 1.4.16 Pre-Event Content & Post event Report and Films

- a) Submit summary of the event to MPTB through a post event report along with good pictorial booklet 200 copies with minimum 50 pages within 15 days of the conclusion of the event.
- b) The same shall be posted by the agency to the Delegates, media (mainline and tourism trade), tourism bodies, etc. as per the approved mailing list provided to the MPTB.
- c) 10-minute-high quality film covering the event shall also be submitted to MPTB.
- d) Post event details of media coverage of Festival by hosted Media and others in both hard and soft copies within 15 days from the close of the event.
- e) 8 to 10 Pre-Event Films for Digital Media Promotion.

### 1.4.17 Miscellaneous

# The agency shall also be responsible for the following deliverables:

- To arrange and provide cultural programs followed by cocktail dinner on Day 1 and Day 2 for participants.
- To make necessary arrangements of Light, Sound, and Cultural programs on all Three Days.
- c. Any other services at the respective hotels and during travel for buyers and media which is not included will be arranged by the agency.
- d. Appoint the sufficient number of staffs to give proper response to the Delegates during the event.
- e. Open a temporary office at least 2 months before the event in MPTB Office, Lily Trade wing, 6<sup>th</sup> Floor, Jehangirabad, Bhopal after the award of work to the successful bidder with minimum 2-person staff to coordinate and organize the activities of the event, if they do not already have an office in Bhopal.

- f. The supervisory head of the staff placed at the station i.e. Bhopal should necessarily be a full-time employee of the agency selected from a managerial position only.
- g. Lunch and networking tea & coffee for Delegates.
- h. Any other non-financial assistance/logistics support what so ever found feasible by the Department from time to time.
- i. Payment of All the necessary Permissions from the departments will be paid as per actual after completion of event.

# 1.5 BRIEF DESCRIPTION OF THE SELECTION PROCESS

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

At the end of first stage, the Authority will finalize a list of Top 3 qualified Bidders who will be selected and eligible for evaluation in the *Second stage* (The **Financial Proposal Stage**) and then only financial Bids of whom will be opened on a pre-decided date & time.

The Bidder will be selected on the basis of lowest total cost offered that includes total charges & taxes amongst the qualified bidders.

# Schedule of Bidding Process of Selection of Creative and Event Consultants for Organization & Production of Orchha Cultural Festival"

S.No	Activity	Date and Time
1.	Issue of Bid Documents	25/10/2019 ( 12:00 Hrs )
2.	Pre-Bid Meeting	02/11/2019 ( 12:00 Hrs )
3.	Bid Sale / Submission Start Date	25/10/2019 ( 12:00 Hrs )
4.	Bid Submission End Date	07/11/2019 ( 17:00 Hrs )
5.	Opening of Technical Bids	11/11/2019 ( 12:00 Hrs )
6.	Presentation	To be decided
7.	Opening of Financial Bids	To be decided
8.	EMD in Rupees	Rs.2,00,000 (Rupees Two lakh only)

#### 1 INSTRUCTIONS TO BIDDERS

## A. GENERAL

## 2.1 RFP document

The document can be downloaded from the official website of the Authority tourism.mp.gov.in . Cost of RFP document to be paid: Yes, Rs.5900/- (Rs. Five Thousand Nine 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 portal (www.mptenders.gov.in).

# 2.2 ELIGIBILITY OF BIDDERS

# a) Eligibility Criteria

To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a bidder shall fulfil the following conditions of eligibility.

Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

# **GENERAL**

- An agency may bid individually or form a consortium / joint venture with other agencies to bid for this tender. In case of a consortium/joint venture, all required documents for eligibility or otherwise, may be submitted by one or multiple stakeholders, similarly all documents may be signed by any one of them, as per their specializations. For the purpose of this tender, the bidder be it an individual agency or a consortium or a joint venture, will be referred to as "The Agency", in the language of the tender.
- The Agency should be entities incorporated/registered under the Companies Act or, Partnership Firm registered under The Indian Partnership Act or, a Limited Liability Partnership registered under the Limited Liability Partnership Act or registered proprietary firm in India, for at least 5 years up to the date of submission of this tender. Appropriate documents supporting their status must be submitted along with the proposal.

The Agency and its partners must have experienced professionals (On Payroll) in the area of "Content Development and Event management", who have executed National/International level events, must have knowledge of local culture & abundant experience of working with the MP Government is a mandatory prerequisite. They must have adequate human and logistic resource to meet the requirements and must be equipped to liaison extensively and independently. Self-certified details of professionals (On Payroll) shall be provided.

Particulars in the form of CVs regarding the team leader and core team of at least 5 key personnel (who will be heading the respective domains of the event management and the branding& promotion)

☐ The applicant shall submit only one bid against the tender.

# a) Minimum eligibility criteria

To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a Bidder shall fulfil the following conditions of eligibility.

**Technical eligibility:** The agency must have successfully completed at least three events, with a project cost of minimum 1.5 Crores during the 5 years preceding the proposal due date

Similar event means, experience of organizing and managing an event, conference, media event or a festival of scale.

Completed means curated, planned, implemented & managed, for the Government or private sector.

Corresponding Case study, Completion Certificate or any other supporting document should be submitted. Minimum one case study required.

**Financial eligibility:** The bidder should have an annual average turnover of INR 25.00 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2019 (2016-17, 2017-18 and 2018-19). For the financial year 01.04.2018-31.03.2019, if up to the tender submission date, audited balance sheet is not available, a provisional document may be submitted.

# 2.3 General Terms of Bidding

- 2.3.1 All documents submitted by the Applicant(s) will be treated as confidential.
- 2.3.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected 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.
- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

# 2.4 Cost of Bidding

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

# 2.5 Right to accept and to reject any or all bids

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

#### B. **DOCUMENTS**

# 2.6 Contents of the RFP

- **2.6.1** The proposal should be submitted as follows: Technical Proposal to be submitted online only with the format includes Annexure I to V).
- **2.6.2** Annexure VI to VIII is applicable only in case of Consortium.

# 2.7 Clarifications

2.7.1 Agency may request a clarification on any of the bid documents up to 5 days before the submission date of the Proposal. Any request for clarification must be sent in writing by paper-mail (through Courier), or electronic mail to Madhya Pradesh Tourism Board. at the address indicated in the Data Sheet. MPTB will respond through website and notify the clarifications thereon at any time at least 3 days before the submission of Proposals. After this no request for clarification shall be accepted and no clarifications shall be issued by MPTB. The MPTB may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MPTB website i.e. tourism.mp.gov.in and will be binding on them. MPTB may, at its discretion, extend the deadline for the submission of Proposals.

# 2.8 Amendments Modification of RFP

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

# C. Preparation & submission of

# Bids 2.9 Language

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

# 2.10 Format & signing of Bid

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

# 2.11 Submission & marking of Bid

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

I: Technical Bid

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

II. Financial Bid:

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

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

# 2.12 Bid Due Date

- 2.12.1 Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.
- 2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

## 2.13 Late Bids

2.13.1 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.

#### 2.14 Modifications/ Substitution/ Withdrawal of Bids

- 2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.
- 2.14.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

# 2.15 Rejection of Bids

- 2.15.1 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.
- 2.15.2 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.

# 2.16 Validity of Bids

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

# 2.17 Confidentiality

2.17.1 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.

# 2.18 Correspondence with the Bidder

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

# • EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY:

# **2.19** Earnest Money Deposit

- 2.19.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 2,00,000/- (Rupees Two Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2<sup>nd</sup> ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.
- 2.19.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 2.19.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 2.19.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
  - a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
  - c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
    - i) Sign and return the duplicate copy of LOI;
    - ii) Furnish the required Performance Security within the period prescribed there;
    - iii) Sign the Agreement.
  - e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

# 2.20 Performance Security

The successful Bidder will Deposit at 10 % Performance Security of the total value of the contract in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh Tourism Board.

2.20.1 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

## **EVALUATION OF BIDS**

# 3.1 Opening & Evaluation of Bids

- 3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.
- 3.2.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.
- 3.2.2 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 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
- 3.2.4 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.
- 3.2.5 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The authority may ask the bidder for any document and clarification as and when required.
- 3.2.6 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for

and who are short listed based on qualification criteria as detailed out in the RFP for presentation.

- 3.2.7 The presentation shall be evaluated on the basis of following parameters:
- A.) Execution plan of the project
- B.) Concept, theme and design.
- C.) Effective branding of Madhya Pradesh (The way in which Orchha Cultural Festival's platform will be used to promote as a tourism destination).
- D.) Creative Ideas for Showcasing the culture and Heritage of Orchha.
- E.) Value additions to Festival for enhancement of tourism sector in Madhya Pradesh.

# 3.3 Short listing of Bidders.

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

Sr.No.	Subject description	Requirements	Marks
A	Bid evaluation		50
1	Sectoral & Financial Capabilities	The bidder should have an annual average turnover of Rs. 25.00 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2019 (2016-17, 2017-18 and 2018-19). (for last year, provisional turnover document may be submitted) Rs.25.00 Cr. – 15 marks  For each addl. Rs.1.00 Cr. – 1 mark, max – 5 marks  The bidder or partners in a consortium must have successfully completed minimum 05 projects for content development for M.P State Government Departments. Five 5 Projects - 5 Marks Any Additional Project – 3 Marks per Project,  Max 15 Marks.  The agency must have successfully completed at least three similar event of project cost of minimum	20
		1.5 Crore during the 5 years preceding the proposal due date One event – 10 marks	10
В	Presentation on proposal		50
1	Technical Approach, Methodology and presentation	The applicant shall explain understanding of the objectives of the assignment, the technical approach, and the methodology that would be adopted for implementing the tasks. (15 marks)	15
2	Concept, Design for the mandatory components	Concept and Ideas for Identity of the festival and for each individual event with first level designs. (15 marks)	15
3	Innovative ideas for value addition in guest's and tourist's festival Experience, or ideas to enhance local community/ resources.	The applicant shall propose unique value adding components to the project that enhance the guest and tourist experience. These can be ideas for improving defined events or additional ideas around the overall festival. (20 marks)	20

- a) The bidders are required to score minimum **70 technical points** (technical marks + presentation) to qualify for opening of financial proposal. On the basis of technical assessment which includes presentation, the financial bids of only the top 3 selected agencies who scores maximum marks in technical qualification will be opened, in the presence of authorized representatives of the agencies. In case, more than 3 bidders secure maximum marks, the financial bids of all the bidders shall be opened. In case, only two agencies qualify; Financial Bids of the two agencies will be opened on the basis of QCBS system. At the descretion of the management Financial Bid may be opened in case of single tender.
- b) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be 75:25.
- c) 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.
- d) The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
- e) The final authority lies at the sole discretion with the Managing Director, MPTB.

# 3.3 Opening of Financial Bids

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

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

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

# 3.5 Correction of Errors

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

# 3.6 Evaluation and Comparison of Financial Bids

- 3.6.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document
  - This Fee will cover costs / expenses for undertaking work as detailed in the Scope of Work.
- 3.6.2 MPTB will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For final evaluation (QCBS), total cost of financial proposal will be considered.
  - The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).
- 3.6.3 In evaluating the Financial Bids, MPTB will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

# 3.7 Clarification of Bids

- 3.7.1 To assist in the examination, evaluation and comparison of Bids, MPTB may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPTB and the response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MPTB in the evaluation of the Bids.
- 3.7.2 Subject to Sub Clause in the RFP, no Bidders shall contact MPTB on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 3.7.3 Any effort by the Bidder to influence MPTB in the MPTB's Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

# 3.8 Process to be Confidential

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

# 3.10 Award of Contract

# 3.10.1. Selection & Award Criteria

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

- minimum technical score indicated in the tender.
- b) The Client shall evaluate each technical proposal taking into account several criteria. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.
- c) The points and the criterion have been specified in the RFP.
- d) The bidders are required to score minimum **70 technical points** (technical marks + presentation) to qualify for opening of financial proposal. On the basis of technical assessment which includes presentation, the financial bids of only the top 3 selected agencies who scores maximum marks in technical qualification will be opened, in the presence of authorized representatives of the agencies. In case, more than 3 bidders secure maximum marks, the financial bids of all the bidders shall be opened. In case, only two agencies qualify; Financial Bids of the two agencies will be opened on the basis of QCBS system. At the descretion of the management Financial Bid may be opened in case of single tender.
- e) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be 75:25.
- f) 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.
- g) The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
- h) The final authority lies at the sole discretion with the Managing Director, MPTB.

# 3.10.2 Public Opening & Evaluation of Financial Proposals

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

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

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

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

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

 $Sf = 100 \times Fm/F$ 

Where F= amount of financial proposal

Combined Quality and Cost Evaluation

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

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

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.75

Fw= weight assigned to financial score i.e. 0.25

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

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

## 4.0 LETTER OF INTENT

4.1 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 select the next Agency in the rank.

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

# 5.0 Total Duration of Service:

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

#### 6.0 FEE PAYMENT STRUCTURE

- 6.1 Payment will be made to the agency as per following schedule:
- a. Payment of 10% of the total amount will be made as mobilization advance.
- b. Payment of further 30% of the total amount will be made on successful Completion of Roadshows, Creation of Social Media Handles & Creation of Microsite for the Festival.
- c. Payment of further 30% of the total amount will be made on successful completion of Orchha Cultural Festival and clearing of the site.
- d. Payment of balance 30% of the value of the project will be made after receiving completion report & Films & Other Deliverables as per Scope of Work.
- 6.2 The agency shall be paid as per the aforesaid payment schedule.
- 6.3 If scope of work is altered then payment shall be made in proportion of bid value.
- 6.4 MPTB will issue Work Orders/Release Order, if any, through letter by post or Emails only for the activities required by MPTB under the scope of work and payment will be made only for completing these activities satisfactorily.
- 6.5 Agency shall submit the detailed invoices of the work completed along with credit/debit notes in addition to supporting documents of such invoices
- 7.0 Liquidated Damages: In the event of contractor's failure to complete the work and providing various services within the specified time, the MPTB may, without prejudice to any other rights hereunder, recover from the supplier, as Liquidated Damages, the sum of 10% of the contract price.
- 8.0 **Termination by Default:** MPTB reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.
- 9.0 **Risk Purchase Clause:** If the contractor, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the MPTB will have the right to:
  - a) Forfeit the EMD.
  - b) Invoke Security Deposit/Performance Bank Guarantee
  - c) In case of completion through alternative sources and if price is higher, the contractor will pay the balance amount to MPTB.
  - d) For all purposes, the work order accepted by the bidder and issued by MPTB will be considered as the formal contract

# 10.0 Arbitration

- 10.01 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Principal Secretary Tourism, Government of Madhya Pradesh, Bhopal.
- 10.02 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 10.03 The venue of the arbitration proceeding shall be the office of Principal Secretary Tourism, Government of Madhya Pradesh, Bhopal or such other places as the arbitrator may decide.

# ANNEXURE - I

# **Letter Comprising the Bid**

	Ref.
	Date: To, The Managing Director Madhya Pradesh Tourism Board, Lily Trade Wing, 6 <sup>th</sup> Floor, Plot no03, Zawabit Lines Bhopal – 462008 Madhya Pradesh, India
	Sub: - Selection of Creative & Event Agency (EMA) for organizing Orchha Cultural Festival.
	Dear Sir,
	Being duly bidder to represent and act on behalf of
	(hereinafter referred as the "Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "Selection of Creative & Event Agency for organizing Orchha Cultural Festival" ('Project').
	We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.
	The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.
	We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.
We hereb	y also confirm the following
2. W R st 3. W	he Proposal is being submitted by M/s (name of the bidder, in coordance with conditions stipulated in the RFP)  We have examined in detail and have understood the terms and conditions stipulated in the FP Document issued by MPTB (hereinafter referred as the "Authority") and in any absequent communication sent by Authority.  We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the

subsequent communications from Authority)

- **4.** The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
  - **5.** We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
  - **6.** We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

# 7. I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
- b. I/ We do not have any conflict of interest in accordance with the RFP document; and c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- **8.** I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- 9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
- 10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
- 11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
- **12.**I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
- 13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 14. In the event of me being declared as the Preferred Bidder, I agree to enter into an 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) to the authority through MP E-Procurement Portal.
  - 21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,
Yours Sincerely,
Date:
Place:
For and on behalf of: (Name of the Bidder and the Company Seal)
Signature: (Bidder Representative & Signatory)
Name of the Person:
Designation

### **ANNEXURE - II** RFP FOR SELECTION OF CREATIVE & EVENT AGENCY FOR ORGANISATION OF ORCHHA CULTURAL FESTIVAL Sr. No. **Particulars** Page No. Remarks/Details Name of Agency/ Applicant 1 Details about office of agency: 2 Address: Phone No: Fax: E-Mail ID: Website: Contact person: Mobile No. and contact person: Details about registered office of Applicant and 3 Contact No. Status of Applicant [Partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.] 4 Details about Director/Partners List to be 5 attached 6 Copy of Memorandum to be attached 7 Total experience of applicant [No. of years] Certified copy of the Turnover of Agency/ 8 Applicant during last financial three years 9 P.A.N. No. (Copy to be attached) Goods and Service Tax (GST) Registration No. 10 (Copy of certificate to be attached) 11 Concept note 12 Credentials 13 Empanelment Tourism department/board 14 Details of RFP Fees attached Details of EMD attached 15

Signature & Seal of the Bidder

Date:

# **DECLARATION**

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

Place.	
Date.	SIGNATURE:
	Name & Designation
	& seal of the Company:

# **Annexure III**

# **Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref. Date:
To, The Managing Director Madhya Pradesh Tourism Board Lily Trade Wing,6 <sup>th</sup> Floor, Plot no. 03, Zawabit Lines, Jehangirabad Bhopal – 462008 Madhya Pradesh, India
Sub: Bid for "Selection of Creative & Event Agency for organizing Orchha Cultural Festival"
Dear Sir,
We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.
We have agreed that (insert individual's name) will act as our representative
and has been duly 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 IV

# Power of Attorney for signing of Application

Know all men by these presents, We_
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms (name), son/daughter/wife of
and presently residing at, who is presently employed
with us holding the position of, as our true and lawful attorney (herein after 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 proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to MPTB, representing us in all matters before MPTB, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPTB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorization Agreement with MPTB.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE,, THE ABOVE – NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
20**
For
(Signature)
(Name, Title and Address)
Witnesses:
1.[Notarized]
2. Accepted
(Signature)
(Name, Title and Address of the Attorney)

# Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

## Annexure V

RFP FOR SELECTION OF CREATIVE & EVENT AGENCY FOR ORGANISATION OF ORCHHA CULTURAL FESTIVAL

## **EXPERIENCE IN RELATED ACTIVITIES**

s.	NATIONAL INTERNATIONAL	DATE	PLACE	SUPPORTING		
No.	EVENT - NAME			DOCUMENT CLOSED	COST PROJECT	OF

## **FOOTNOTE**

- j) Separate tables may be provided for the national and international events.
- k) For the purpose of marking, only those events, managed by the EMA for the past three financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letter of intent, completion certificates, etc. The documents should be duly notarized and submitted along with the above proforma.

Signature	&	Seal	of	the
Bidder				

Date:

#### Annexure VI

#### **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. Number of members in a consortium shall not exceed 3 (three);
- 4. Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium;
- 5. 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;
- 6. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- 7. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
- 8. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
- 9. 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.
- 10. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.
- 11. 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.
- 12. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

## **Annexure VII**

# **Power of Attorney for Lead Member of Consortium**

Whereas the Madhya Pradesh Tourism Board (MPTB) ("the Authority") has invited Proposals from interested parties for the Orchha Cultural Festival) (the "Project").
Whereas,
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
We,
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 favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

#### **Annexure VIII**

## **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 enter into 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.

## 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 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.

#### 3. Role of the Parties

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

- (a) 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 each Party such as Lead Member, financial Member etc. for the Project)

## 4. 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.

## 5. Representation of the Parties

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

- (a) 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 favor 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 fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, 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.

## 6. 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 prequalified 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 Corporation to the Bidder, as the case may be.

## 7. Miscellaneous

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

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

SIGNED, SEALED AND DE	ELIVERED	SIGNED, SEALED A	ND DELIVERED
For and on behalf of			
LEAD MEMBER by:		SECOND PART	
(Signature)			(Signature)
	(Name)		(Name)
(Designation)			(Designation)
	(Address)		(Address)

SIGNED, SEALED AND DE	LIVERED	
For and on behalf of		
THIRD PART		
	(Signature)	
	(Name)	
	(Designation)	
	(Address)	
1.		2.

- 1. 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 favor of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member.

Notes:

#### Annexure IX

#### RFP FOR SELECTION OF CREATIVE & EVENT AGENCY FOR ORGANISATION OF

#### **ORCHHA CULTURAL FESTIVAL**

## Financial Bid to be submitted through E-procurement portal only

To,

The Managing Director
Madhya Pradesh Tourism Board
Lily Trade Wing,6<sup>th</sup> Floor,
Plot no. 03, Zawabit Lines,
Jehangirabad
Bhopal – 462008
Madhya Pradesh, India

Sub: Financial Bid for 'Selection of Creative & Event Agency for organizing Orchha Cultural Festival'.

Dear Sir,

As a part of the Bid for Selection of Creative and *Event Agency for organizing Orchha Cultural Festival'*, in Madhya Pradesh, we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh Tourism Board for the project.

S. No.	Clause No.	Sub Clause	Component	Unit	Quantity	Rate per unit	Total cost
1	2	3	4	5	6	7	8 (6x7))
1.	1.4 .1		Cost of Venue	Number			
2.	1.4.2	" a to d"	Delegates (including Travel, Lodging, Boarding, Local Assistance)	Number	200		
3.	1.4.3	"a to e"	Cost of Transportaion	Lumpsum			
4.	1.4.4		Cost of Media Management	Number	XXX	XXX	XXXX

					XX	XX	XX
		"a " to "f"	i. National media	Number	15		
		"a " to "f"	ii. International media	Number	5		
		"a " to "f"	i.National travel media	Number	10		
		"a " to "f"	ii. International travel media	Number	3		
5.	1.4.5		Craft Bazaar (15 Stalls)	Number	15		
6	1.4.6		Food Bazaar (10 Stalls)	Number	10		
7	1.4.7	"a to e "	Morning Activities				
			Cycling Tour	Number	50		
			Nature Walks	Number	50		
			Yoga	Number	50		
			Rafting	Number	50		
			Photography Walk	Number	50		
8	1.4.8		City Décor (in Radius of 2 Kms from Ram Raja Temple)	Lumpsum			
9.	1.4.9		Cost of Road Show	Number	4		
10.	1.4.10		Cost of Publicity		XXX XX	XXX XX	XXX XX
		i.	Hoardings	Number	10		
		ii.	Folding Standies	Number	25		

11.	1.4.11		Cost of Delegate Kit Bag	Number	400		
12.	1.4.12		Cost of Media Kit Bag	Number	300		
13.	1.4.13		Cost of Publicity Material	Number	500		
14	1.4.14		Cost of Digital Marketing and Promotion	Lump			
15.	1.4.15	"a " to "h"	Cost of Inaugural Programme	Lump			
16.	1.4.12		Cost of Pre event content & Post event Report and Films		XXXX XX	XXXX X	XXXXX
		"a"	Cost of Pictorial booklet and others	Number	200		
		"c & e"	Cost of film	Number	10		
		"b" & "d"	Cost of other services	Lump sum			
17.		"a" to "i"	Miscellaneous	Lump sum			
17.			Other cost, if any, Please specify	Lumpsum			
18			Total				
19.			Taxes				
20.			Grand Total				

We quote Rs	_ (in words) towards <b>Cost</b> .
We agree to be bind by this offer if we are selected as the prefer	red bidder.
FOR AND ON BEHALF OF	
SIGNATURE	