



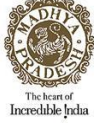
The heart of
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EXPRESSION OF INTEREST

FOR EMPANELMENT OF PHOTOGRAPHERS FOR UNDERTAKING PHOTO SHOTS

FOR

MADHYA PRADESH TOURISM BOARD



EOI

**Madhya Pradesh Tourism Board
(MPTB)**

Corporate Identification Number (CIN) – U75302MP2017NPL043078

Paryatan Bhavan, Bhad Bhada Road, Bhopal-462003

Tel.: (0755) 2774340/42, Fax: (0755) 2778020

www.tourism.mp.gov.in

**“EOI for Empanelment of Photographers for undertaking photo shoots
for Madhya Pradesh Tourism Board”**

Tender No:6825/Publicity/MPTB/2017

27th April, 2017

MPTB invites offers for **“EOI for Empanelment of Photographers for undertaking photo shoots for Madhya Pradesh Tourism Board”** from reputed Photographers. Terms and Conditions can be downloaded from website www.tourism.mp.gov.in; www.mpstdc.com For any other information, contact **+91-8989792839** or email on **deepika@mptourism.com**

Last date for submission of EOI is **22/05/2017, 1200hrs.**

Managing Director

DISCLAIMER

The information contained in this Expression of Interest document ("**EOI**") 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 EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI 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 EOI 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 EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way 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 EOI.

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 EOI.

The issue of this EOI 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.

1. Critical information and important dates

- 1.1. Madhya Pradesh Tourism Board invites bidders to submit their technical offer to participate in this “Expression of Interest for empanelment of photographers for undertaking photo shoots for tourist locations in Madhya Pradesh ”
- 1.2. Bidders are advised to study this EOI document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications
- 1.3. All communications related to this EOI including the submission of the Proposal in hardcopy shall be addressed to:

Ms. Deepika Roy Choudhury
General Manager (Publicity & Creatives)
Madhya Pradesh Tourism Board
Paryatan Bhawan, Bhadbhada Road,
Bhopal – 462003
Madhya Pradesh, India
Email: deepika@mptourism.com

- 1.4 Last date for submission of EOI is **22/05/2017, 1200hrs.**

2. TERMS OF REFERENCE

2.1. Data Sheet

S. No.	Key Information	Details
EOI Details		
1.	MPTB refers	Madhya Pradesh Tourism Board
2.	Issue of Bid Document	27/04/2017
3.	Pre bid Meeting	09/05/2017 Time: 1300hrs
4.	EOI Submission Last Date and Time	22/05/2017 Time: 1200hrs
5.	Presentation Date and Time	Will be informed to the successful bidders.

2.2. Background & Objective

2.2.1 Background

Madhya Pradesh Tourism Board also referred to as the “**MPTB**” or “**Authority**”, established in 2017 with an objective to promote the tourism in the state of Madhya Pradesh. To develop tourism with public, private partnership in sustainable manner. Investor facilitation, Skill- development, Publicity/promotion of tourist destinations nationally & internationally, identification and development of tourism infrastructure will be the core objective of the Board.

2.2.2 Objective

MPTB intends to empanel photographers to undertake photo shoots for various destinations, locations, culture, wildlife, heritage monuments, events, hotel/resorts, of Madhya Pradesh for use in various creative works such as print advertisements, digital advertisements, brochures, hoardings, presentations etc.

2.3. Scope of work of photographers

- 2.3.1. Photographers shall be required to take high quality, scenic and aesthetically beautiful photographs of various destinations, locations, wildlife, heritage monuments, events, hotels/resorts, culture etc. in Madhya Pradesh.
- 2.3.2. Photographers may undertake night time shoots as well for selected locations.
- 2.3.3. Equipment checklist
 - A. Full frame cameras like Nikon D750, Canon 6D etc. (minimum).
 - B. Extensive range of lenses from 8mm to 300mm (minimum).
 - C. Lights & others (as per requirement, to be carried by the photographer)
 - D. Drones may be used, where required.
- 2.3.4. Post production (color correction, etc.)
- 2.3.5. In case of event, delivery should be done in electronic format within the next 24-48 hours after they were taken, depending on the event and the urgency of delivery. Photos for distribution on social media will occasionally be needed, and as such, these will need to be delivered immediately, usually during the event, or at most one hour after the event.

2.3.6. Digital delivery of the product, to include:

Edited high-resolution JPEG

Edited low-resolution JPEG (when immediate social media sharing is required).

2.3.7. The photographer will be given a minimum of 7 days notice that their services will be needed, however, on exceptional occasions the notice may be shorter. Based on the requirement (salient features) of the photographs needed, MPTB may select one/ two or all photographers in each category from the empanelled list to undertake a particular photoshoot job.

2.4. Period of Empanelment & Project timeframe

2.4.1. The Empanelment shall be of Two (2) years from the date of agreement which can be further extended for a period of two (2) years on the discretion of M.D., MPTB.

2.4.2. The time frame for each photo shoot shall be defined by the Board for each brief.

2.5. Payments

2.5.1. Payments shall be made for approved photographs only. Each 'Photoshoot' job shall include atleast 30 photographs. The job shall be considered approved only if at least 10 photographs from each photoshoot job are accepted by the Department.

2.5.2. Payments shall be made for each approved photoshoot job as per the policy of the board.

2.5.3. The travel, stay and out of pocket expenses shall be paid to all photographers undertaking the photoshoot job. Prior written approval for all such expenses shall be taken by the photographer from the Board.

3. ELIGIBILITY CRITERIA, PROPOSAL PREPARATION AND EVALUATION

3.1. Eligibility Criteria

- 3.1.1 The photographer should have experience of at least five (5) years in the field.
- 3.1.2 Further, the photographer shall have the capability of post production, Image editing etc. (Proof to be attached)
- 3.1.3 Atleast 10 photographs of of the photographer should be published in reputed International /National level magazines in last 5 years. (Proof to be attached)

All necessary documents in support of qualification claim should be attached with the application.

3.2. Proposal packing and inclusions

- 3.2.1. Proposal preparation
- A. The bidder shall prepare **“Technical Documents”** which shall contain:
- i. Cover letter as per annexure 1
 - ii. Detailed CV of the bidder
 - iii. 30 photographs for sample works as per para 3.3.1, with a brief description of each photo in soft copy (CD or Pendrive).
 - iv. Supporting Documents as per para 3.1 Selection Criteria
- B. The “Technical Documents” shall be submitted in hardcopy and to be enclosed in an outer Packet labelled as “EOI for Empanelment of Photographers for undertaking photo shoots for Madhya Pradesh Tourism Board” and must be submitted before the stipulated time as mentioned in clause no. 1.3 & 1.4.

3.3. Proposal evaluation

3.3.1. Evaluation of sample works:-

- A. All interested bidders shall submit their detailed CV illustrating the photo shoots done, experience of equipment used etc.(as per annexure 3)
- B. All interested bidders shall submit ONLY 30 photos as sample work done by them. The photos should be relevant to tourism sector- like landscapes (hills, rivers, backwaters etc.), architecture (forts, temples, palaces etc.), cultural, events etc. only relevant portrait shots should be submitted in soft copy CD or pendrive
- C. In case more than 30 photos are submitted, Board shall evaluate the first 30 only.
- D. Technically qualified bidders will be called for the presentation based on the sample works and CV of the photographer submitted, Board shall shortlist the best bidders.
- E. The photos submitted should have been shot with equipments specified in Para 2.3.3 or higher

3.3.2 The Authority will announce a list of qualified Bidders who will be empanelled.

4. Other terms and conditions

- 4.1. Confidentiality of any data and information provided by MPTB and other government agencies to the Consultant should be maintained.
- 4.2. The photography output will be the sole property of the MPTB; any portion or part of the project should not be produced / published or sold to others.
- 4.3. The photographs shall be submitted to MPTB for approval in both HD format and open format
- 4.4. The work would be treated as final only after its approval by department.
- 4.5. All disputes/interpretation and other matters if any, concerning this agreement in any manner whatsoever shall be subject to final decision of the MPTB.
- 4.6. Jurisdiction: The court of Bhopal alone shall have the jurisdiction to try any matter of dispute or reference between the parties arising out of this EOI or agreement.

4.7. Rights of MPTB

- 4.7.1. MPTB reserves the right to accept / reject the offers received, or call for any additional information /clarification, or modify / cancel the bidding process, if so required, without assigning any reason whatsoever.
- 4.7.2. MPTB reserves the right to cancel/terminate the agreement any time without assigning any reason or failing to submit the report within stipulated time or unsatisfactory report or any reason as deemed fit.
- 4.7.3. MPTB however reserves its right to get any photo-shoot from anyone outside the panel in any cases.

4.8. Intellectual property rights

The IPR of all the creative, registrations, program, formats etc, would vest with MPTB.

4.9 Arbitration Clause

4.9.1 All matters of dispute arising out of this shall be governed by Indian law and subject to the jurisdiction of Courts at Bhopal.

4.9.2 All Disputes between the Parties arising out of or relating to or in connection with this Agreement, including the performance or non-performance of the obligations set out herein shall, so far as is possible, be settled amicably between the Parties within thirty (30) days after written notice of such Dispute has been given by one Party to the other Party. The venue of the amicable settlement proceeding shall be the Head Office of MPTB at Bhopal.

4.9.3 If any dispute or difference of any kind whatsoever shall arise in connection with or arising out of this contract or the execution of work or maintenance of the works there under, whether before the commencement or during the progress of works or after the termination, abandonment or breach of contract, and it is not amicably settled within 60 days of the notice being served on the other party , it shall be referred to arbitration before a Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be the Head Office of MPTB at Bhopal. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

Annexure 1: Cover Letter

(To be submitted on letter head by the bidder)

To,

Date:

Managing Director
Madhya Pradesh Tourism Board
Paryatan Bhavan, Bhadbhada Road
Bhopal (M.P.)-462003.

SUB: EOI for empanelment of photographers for undertaking photo shoots for Madhya Pradesh Tourism

With reference to your EOI Document dated -----, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as photographer for the subject project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the MPTB will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the photographer, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the photographer for the aforesaid Project.

5. I / We shall make available to the MPTB any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

6. I/We declare that:

(a) We have examined and have no reservations to the EOI Documents, including any Addendum issued by the Authority;

(b) I / We do not have any conflict of interest as mentioned in the EOI Document;

(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 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

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the photographer, without incurring any liability to the Applicants in accordance with the EOI document.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted or convicted by any agency of the Government or by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority (and/ or the Government of India) in connection with the selection of photographer or in connection with the Selection Process itself in respect of the above mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 120 days from the proposal due date specified in the EOI.

14. In the event of my/our firm being selected as one of the empanelled photographers, I/we agree and undertake to provide the services in accordance with the provisions of the EOI.

15. I/We have studied EOI and all other documents carefully. We understand that 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 Selection Process including the award of Consultancy.

16. I/We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Annexure 3: Format for resume of Photographer

1. Name of Firm [Insert name of firm proposing the staff]:
2. Name of Staff [Insert full name]:
3. Date of Birth:
4. Nationality:
5. Education [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under “6 – Education” were obtained]:
8. Work Experience: [List State/ Countries where staff has worked in the last 5 years]:
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:
10. Key photo shoots undertaken

Photo shoot subject:
Year:
Location:
Positions held:
Activities performed:

11. Staff is resident of:
12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

Date:

Sign:

Annexure 4: Format for Declaration regarding clean track record

To,

Dated

Managing Director
Madhya Pradesh Tourism Board
Paryatan Bhavan, Bhadbhada Road
Bhopal (M.P.)-462003.

Ref: “EOI for Empanelment of Photographers for undertaking photo shoots for Madhya Pradesh Tourism”

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document regarding “Empanelment of photographers for undertaking photo shoots for Madhya Pradesh Tourism”.

I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Name

Date:

Business Address:

Place: