



**Madhya Pradesh State Tourism Development Corporation**  
**Corporate Identification Number (CIN) – U63040MP1978SGC001445**  
**Registered Office: Paryatan Bhavan, Bhadbhada Road, Bhopal 462003**  
**Tel.: 0755-2774450, Fax: 0755-2775434/2774289**  
**Website: [www.mpstdc.com](http://www.mpstdc.com)**

**Tender No: 4914 /MKTG/MPT**

**27<sup>th</sup> April, 2016**

**“RFP FOR DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM  
PAVILION “**

MPSTDC invites offers for “Designing and fabrication of Madhya Pradesh Tourism Pavilion in different travel marts and exhibitions at different locations in India from reputed Agencies having requisite Experience . The detailed terms & conditions can be downloaded from [www.mpstdc.com](http://www.mpstdc.com). For further information contact no - 9424796812 or email – [vivekmathur@mptourism.com](mailto:vivekmathur@mptourism.com) .Last date and time for submission of proposals is 11:00 hours on 18/05/2016.

**Managing Director**

Request for Proposal

FOR

**DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION**



The heart of

Incredible India

**Madhya Pradesh State Tourism Development**

**Corporation 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, MP State Tourism Development Corporation Limited, Bhopal
2.	A Pre-Bid Conference will be held: Yes Date: 05-05- 2016 Time: 11:00 Hrs Venue: M.P.State Tourism Development Corporation Limited, Paryatan Bhawan, Bhadbhada Road, BHOPAL - 462003.
3.	Proposal should remain valid for 120 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.	The Agency/Firm must submit the documents required for Qualification . The technical proposal submitted should also be provided in pen drive.
6.	The Agency/Firms are required to submit sealed Technical proposal and separately sealed Financial Proposal. Email submissions are not allowed.  Two separately sealed envelopes containing 'Technical Proposal' and 'Financial Proposal' shall be kept in a third envelope. This envelope will be sealed and should be marked properly indicating the contents, " RFP FOR DESIGNING / FABRICATING THE MADHYA PRADESH TOURISM PAVILION ". The name of the firm submitting the proposal must also be clearly indicated on the envelope.  Each proposal (Technical and Financial separately) shall be serially numbered. Financial figures shall be laminated/covered with transparent adhesive tape.
7.	An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal.

8.	The Amount for EMD : <b>Rs. 1,00,000.00 only</b> (Rupees One Lacs only)
9.	Format for EMD : Bank Draft drawn in favour of "M P State Tourism Development Corporation Limited" payable at Bhopal
10.	EMD will be returned not later than <b>120 days</b> from bid Due Date. The EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
11.	Performance security: Rs. 500000/-(Rupees Five Lacs only) shall be submitted by the successful bidder before execution of the agreement.
12.	Proposals must be submitted on or before : 18-05-2016 at 11:00 hours. Bid received after this time will not be entertained nor considered.
13.	All correspondence shall be addressed to : Managing Director, M.P.State Tourism Development Corporation Limited, Paryatan Bhawan, Bhadbhada Road, BHOPAL - 462003 Tele : 0755-2774450 Fax :0755-2775434/2774289 Website : <a href="http://www.mpstdc.com">www.mpstdc.com</a>
14.	Date for public opening of Technical Proposal: 18-05- 2016 at 11:30 hours
15.	Date of presentation :- To be informed
16.	Date of opening of financial Proposal: To be informed
17.	Cost of RFP document to be paid: Yes, Rs.5000.00 (Rs. Five Thousands only) to be paid by a Demand Draft in favour of" M.P. State Tourism Development Corporation Limited" payable at Bhopal.

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

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

### **1.2 OBJECTIVE**

The Madhya Pradesh Tourism promotes various tourism activities in the state of Madhya Pradesh.., The MPT participates in various State/ National level exhibitions , trade fairs, travel marts, seminars, workshops, road shows etc from time to time in major cities of India to create awareness among the tourists, attract investment and showing the strengths of the State in tourism sector . The objective of MPT in participating in there events is to showcase Madhya Pradesh as a tourist Destination with its wide range of tourism products.

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

### **1.3 Scope of work**

#### **1.3.1 MP Tourism Pavilion**

- a) Conceptualization, designing and construction of the Madhya Pradesh Tourism Pavilion.
- b) The theme, design and layout plan will be submitted by the agency to be approved by MPT.
- c) The creatives , banners, posters, prints etc. used for pavilion will become the property of the Madhya Pradesh Tourism.
- d) The Pavilion should essentially focus on Madhya Pradesh and ambience with a professional modern business type layout and design highlighting Madhya Pradesh's infrastructure as well. The design should be modular in nature and it should be possible to adapt it to the various sizes as given below.

The layout should be conducive for conducting buyer-seller meetings and have effective branding of MP Tourism. The overall layout of the Pavilion should be open and inviting .

- e) There should be easy accessibility to and within the Pavilion and visible, signages for all participants/ co-exhibitors in the Pavilion.
- f) The flooring of the pavilion should have wall to wall carpet.

- g) The pavilion shall also have a Reception Area with appropriate seating arrangement comfortable for conducting business meetings, holding press interviews, a closed storage area with locks and brochure stands etc.
- h) The area of MP Tourism Pavilion may be in the range of 18sqm to 240 sqm at different locations in the country .(as per Schedule 1).**
- i) The type of pavilion may be corner, Peninsula or Island .**
- j) The number of travel marts and their locations may vary by 25 % in area and number and the cost of such variation shall be paid on prorata basis.**
- k) Decorative tables showing flavors of Madhya Pradesh, to keep the Promotional materials like brochures, DVDs, informative booklets / magazines of Madhya Pradesh, etc. with a logo of Madhya Pradesh on the front visible side are required .
- l) Display of hi-resolution images in the inner walls of the pavilion as approved by MPSTDC.
- m) Areas for activities in 72sqm and bigger pavilion such as handicraft display / demonstrations , as required
- n) Up to Two Plasma Television set (42 inches) along with laptop and its associated cables (VGA / HDMI) and audible sound system depending on the size of pavilion i.e. 100sqm and bigger pavilion . The placement of the Television screen should be incorporated in the design of the stall.
- o) A mini-pantry with refrigerator, Water dispenser and Coffee vending Machine equipped with all required materials like tea kettle, tea bags, coffee powder, creamer /milk, sugar, disposable cups, napkins, stirrers, drinking water with light refreshment depending on the size i.e. 72 sqm and bigger pavilion .
- p) The pavilion must be bright and well lit. Provision of adequate lighting and power points at every counter should be ensured.
- q) All necessary arrangements like electrical connection, WIFI internet connectivity etc. is to be provided and the payments of the same is to be directly paid.
- r) Electricity and all other organizational charges relating to pavilion shall be born by the agency and MPSTDC shall not pay any amount separately.
- s) Provision of sufficient dustbins.
- t) All legal permissions & linkages for the event shall be done by the agency directly with the organizers . MPSTDC shall not be liable for this. .
- u) The work will include construction of the pavilions at site well in time at least 12 hours before the opening of event , maintenance activities during the period of the Fair and dismantling of the pavilion after the event and site clearance .
- v) The agency shall deploy a dedicated person to interact the MP tourism officials for the events.

## 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 finalise 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.

## 1.6 Schedule of Bidding Process :-

S.No	Activity	Date and Time
1.	Issue of Bid Documents	27/04/2016
2.	Pre Bid Meeting	05/05/2016 at 11.00 A.M.
3.	Bid Due Date	18/05/ 2016 at 11.00 A.M.
4.	Opening of Technical Bids	18/05/ 2016 at 11.30 A.M
5.	Presentation	To be informed
6.	Opening of Financial Bids	To be informed
7.	EMD in Rupees	Rs.1,00,000 (Rupees One Lakhs only)



## 1 INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 RFP document

The document can be downloaded from the official website of the Authority [www.mpstdc.com](http://www.mpstdc.com). The bidder will have to submit the Demand Draft of Rs. 5,000 (Rupees Five Thousand only) in favour of 'MP State Tourism Development Corporation Limited' payable at Bhopal during the submission of the proposal (along with the Bid/Proposal).

#### 2.2 Eligibility of Bidders

1. The agency should have prior experience for a minimum period of 3 years in design, conceptualization, construction of pavilion providing other related ancillary services in National / International travel mart/trade fairs / exhibition.
2. The proposed bidder should be a company registered under Indian Companies Act, 1956 or The Partnership Act, 1932. The bidder should have Articles of Association (in case of registered company) by Law and Partnership Deed (in case of Partnership Firms).
3. The Agency should have average turnover of **Rs. 2 crores (Chartered Accountant certificate required) of past 3 years i.e. 2012-13, 2013-14 & 2014-15.**
4. The agency should have executed minimum 5 National / International travel mart/trade fairs / exhibition during last 2 years.
5. Empanelment/experience with other tourism department / boards will be preferred for construction of pavilion in trade fair / exhibition.
6. There should be no statutory / legal proceedings pending against the agency.
7. The agency must enclose credentials with regards to the above parameters at the time of submitting the technical bid.

#### 2.3 General Terms of Bidding

- 2.3.1 All documents submitted by the 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, MPSTDC 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 MPSTDC's action.

### **B. DOCUMENTS**

#### **2.6 Contents of the RFP**

The proposal should be submitted as follows:- Technical Proposal: - One original copy along with soft copy in pen drive format. (The documents should be clearly indexed and serially arranged)

Annexure I: Letter Comprising the Bid

Annexure II:: Details of Bidder

Annexure III: Statement of Legal Capacity

Annexure IV: Power of Attorney for signing of Application

## **2.7 Clarifications**

2.7.1 Agency may request a clarification on any of the bid documents up to 7 days before the submission date of the Proposal. Any request for clarification must be sent in writing by paper-mail (through Courier), or electronic mail to Madhya Pradesh State Tourism Development Corporation Ltd. at the address indicated in the Data Sheet. MPSTDC 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 MPSTDC. The MPSTDC 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 MPSTDC website i.e. [www.mpstdc.com](http://www.mpstdc.com). and will be binding on them. MPSTDC 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. [www.mpstdc.com](http://www.mpstdc.com).

2.8.2 Any Addendum thus issued will be notified through MPSTDC website i.e. [www.mpstdc.com](http://www.mpstdc.com). 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 RFP. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD.

2.10.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

2.10.3 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.

2.10.4 The Bid document shall be in systematically indexed serially numbered and spiral bounded.

## 2.11 Sealing & marking of Bid

2.11.1 The Bidder shall submit the Bid in two separate envelopes as below :-

*Envelope I : Technical Bid*

*Envelope II : Financial Bid*

*The Technical & Financial Bid shall be sealed in separate envelopes (Envelope I & II) and the sealed Technical & Financial Bid envelopes (Envelope I & II) shall be put in an outer envelope and sealed . the envelopes shall be respectively marked as follow :-Outer Envelope :*

Bids for the "Selection of Event Management Agency (EMA) for organizing Madhya Pradesh Travel Mart".

Envelope I : Technical Bid

Technical Bid for the " **Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION** ". The Envelope I marked as 'technical Bid' shall contain the following :

- i) RFP Fee
- ii) Earnest money Deposit in a separate sealed envelope marked "EMD"
- iii) Documents listed in annexure should be submitted .

Envelope II : Financial Bid

The Bidder shall submit its Financial Bid in the format specified at Annexure-VI, and seal it in Envelope II and mark it as "**Financial Bid for " Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION "**". The two inner envelopes (Envelopes I& II ) marked as 'Technical Bid' and 'Financial Bid' shall be enclosed in an outer envelope and sealed .

1.11.2 The inner and outer envelopes shall

- a) Bear the following identification :  

Technical and Financial Bid , as the case may be, for the " **Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION** "
- b) Indicate the name and address of the Bidder.
- c) *The bid should be addressed and sent to:-*

Managing Director  
Madhya Pradesh State Tourism Dev. Corp. Ltd.  
Paryatan Bhawan ,Bhadbhada Road  
Bhopal-462003  
Tele : 0755-2774450  
Fax : 0755-2775434/2774289

- 1.11.3 If the envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

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

## **2.17 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.

## **D. 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 by way of a demand draft drawn on a Scheduled Commercial Bank in favor of Madhya Pradesh State Tourism Development Corporation Limited', and payable at Bhopal. 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 Lowest-ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected. The Demand draft should not be older than 7 days from the Bid submission date.

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) To sign and return the duplicate copy of LOI;
  - ii) To furnish the required Performance Security within the period prescribed there;
  - iii) Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

## **2.20 Performance Security**

The successful Bidder will Deposit a sum of rs. 500000/- ( Rupees Five Lacs) towards Performance Security in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Madhya Pradesh State Tourism Dev. Corp. Ltd.

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

## **3. EVALUATION OF BIDS**

### **3.1 Opening & Evaluation of Bids**

- 3.1.1 The Authority will open the envelope of all the Bids received (except those received late) containing the Technical Bid and announce the names of (i) Bidders, who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

- 3.1.2 Bids for which acceptable notice of withdrawal has been submitted shall not be opened and shall be returned.

- 3.1.3 Envelopes marked Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of EMD, the amount and validity of EMD furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening. Bidder/s will be termed non-responsive if Demand Draft as bid processing fee is not attached (if RFP is downloaded) or evidence is not attached (if purchased).

- 3.1.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

### **3.2 Examination 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.

- 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 (MPSTDC) 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.

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



### 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 50 out of 100 marks.
- c) The segregation of marks shall be as follows:

Criteria	Max. Marks	Marks Obtained
The agency should have prior experience for a minimum period of 3 years in design, conceptualization , construction of pavilion providing other related ancillary services in National / International trade fairs / exhibition  Minimum 3 Years to 5 years : 5 marks, Above 5Years up to 10 years:10 marks  above 10 years :15 marks	15	
The agency should have executed at least 5 events during last 2 years .  Minimum 5 to 10 Travel Mart/ Exhibition : 5 marks More than 10 up to 15 Travel Mart/ Exhibition : 10 marks More than 15 Travel Mart/ Exhibition : 15 Marks	15	
Empanelment with other tourism department / boards will be preferred for construction of pavilion in trade fair / exhibition .  Minimum 1 Tourism Department/ Board: 5 marks More than 1 up to 5: 7 marks More than 5 : 10 Marks	10	
Financial Capability: The Agency should have average turnover of <b>Rs. 2 crores (Chartered Accountant certificate required) of past 3 years i.e. 2012-13, 2013-14 &amp; 2014-15.</b>  Minimum Rs.2 crore to 5 crores : 10 marks Above Rs. 5 crore upto Rs10 crore : 15 marks above Rs. 10 crore : 20 marks	20	
Presentation	40	
<b>Total</b>	<b>100</b>	

- d) **The financial bids of the only top three technically qualified bidders who scores maximum marks will then be opened.**
- e) Qualified Bidders quoting the lowest total cost including taxes shall be selected.
- f) The financial bids of unsuccessful bidders shall not be opened and returned to them.

### 3.4 Opening of Financial Bids

- 3.4.1 The Authority will open the 'Financial Bid' in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders.

3.4.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

### **3.5 Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

3.5.1 MPSTDC will determine responsiveness of each Financial Bid in accordance with the price quoted.

3.5.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

3.5.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MPSTDC and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **3.6 Correction of Errors**

3.6.1 Financial Bids determined to be substantially responsive will be checked by MPSTDC 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 MPSTDC 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.

### **3.7 Evaluation and Comparison of Financial Bids**

3.7.1 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.

3.7.2 MPSTDC will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For financial evaluation, 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).

3.7.3 In evaluating the Financial Bids, MPSTDC 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.

3.7.4 The Bidder found eligible and quoting the lowest rate in its Proposal shall normally be declared as the Selected Bidder for the Project.

3.7.5 In the event of two or more Bidders quoting same amount in financial proposal for the Project, the authority may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the lower amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

- 3.7.6 However, the confirmation of the lowest Bid shall be at the sole discretion of the authority who does not bind itself to confirm to the lowest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 3.7.7 Further, in the event of the lowest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), the authority without being under any obligations to do so, may, at its sole discretion, either invite the next lowest Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid lowest Bidder for the Project or annul the bidding process as deemed appropriate by the authority in its sole discretion,.

### **3.8 Clarification of Bids**

- 3.8.1 To assist in the examination, evaluation and comparison of Bids, MPSTDC may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MPSTDC 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 MPSTDC in the evaluation of the Bids.
- 3.8.2 Subject to Sub Clause in the RFP, no Bidders shall contact MPSTDC on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 3.8.3 Any effort by the Bidder to influence MPSTDC in the MPSTDC's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

### **3.9 Process to be Confidential**

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

### **4.0 LETTER OF INTENT AND EXECUTION OF AGREEMENT**

- 4.1 After selection , a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the successful bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof alongwith the requisite amount of Security deposit/ performance security.
- 4.2 In the event the duplicate copy of the LOI duly signed by the successful bidder and security deposit/ performance security 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 successful bidder to acknowledge the LOI.

- 4.3 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.
- 4.4 The formal Agreement shall be executed within a period of 30 days from the date of issue of LOI by the Selected Bidder.
- 4.5 Prior to signing of the formal Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the MPSTDC.
- 4.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and MPSTDC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the tender security and any other amount deposited and the authority without being under any obligations to do so, may, at its sole discretion, either invite the next lowest Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid lowest Bidder for the Project or annul the bidding process as deemed appropriate by the authority in its sole discretion,.

## 5. Total Duration of Service :

Initially the agreement shall be executed for a period of one year and may be extendable for further period of two year on year to year basis on satisfactory performance with mutual consent on the same terms and conditions which may not vary more than 25 % of the current contract value.

## 6. FEE PAYMENT STRUCTURE

6.1 Payment will be made as per following schedule:

- i. Payment of 30% of the total amount per event will be made as mobilization advance upon submission of bank guarantee of same amount.
- ii. Payment of further 30% of the total amount will be made on completion of construction of pavilion
- iii. Payment of further 30% of the total amount will be made on successful completion of Event , dismantling the Pavilion and clearing of the site.
- iv. Payment of balance 10% of the value of the project will be made on submission of invoice with supporting documents.

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 MPSTDC will issue Work Orders/Release Order ,if any, through letter by post or Emails only for the activities required by MPSTDC 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 MPSTDC 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:** MPSTDC 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 MPSTDC 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 MPSTDC.

d) For all purposes, the work order accepted by the bidder and issued by MPSTDC will be considered as the formal contract

## **10 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 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 Secretary Tourism ,Government of Madhya Pradesh, Bhopal or such other places as the arbitrator may decide.

**Calendar of Events – Domestic (Clause 1.3)**

**Schedule 1**

<b>Event</b>	<b>Venue</b>	<b>Date</b>	<b>Booth Space in Sq. Mtr.</b>
<i>Tourism Fair C/o Blue Eyes Pvt. Ltd</i>	<i>Kolkata</i>	<i>17-19 June' 16</i>	<i>72</i>
<i>Tourist Spot C/o Anand Bazaar Patrika</i>	<i>Kolkata</i>	<i>(TBD) June'16</i>	<i>36</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Kolkata</i>	<i>08-10July '16</i>	<i>72</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Hyderabad</i>	<i>15 – 17 Jul'16</i>	<i>72</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Bangalore</i>	<i>05 -07 Aug '16</i>	<i>72</i>
<i>Holiday Expo</i>	<i>Vadodara</i>	<i>19 – 21 Aug'16</i>	<i>36</i>
<i>India International Travel Exhibition C/o Global Trade Fair &amp; Convention</i>	<i>Rajkot</i>	<i>19 – 21 Aug'16</i>	<i>36</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Ahmedabad</i>	<i>02-04 Sept'16</i>	<i>72</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Surat</i>	<i>09 -11 Sept'16</i>	<i>36</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Mumbai</i>	<i>16– 18 Sept'16</i>	<i>72</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Pune</i>	<i>23 -25 Sept'16</i>	<i>72</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Gurgaon</i>	<i>23– 25 Sept, '16</i>	<i>36</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Mumbai</i>	<i>30 Sep -2 Oct'16</i>	<i>72</i>
<i>India Travel Mart C/o I creative Minds</i>	<i>Noida</i>	<i>14 – 16 Oct'16</i>	<i>18</i>
<i>Holiday Expo</i>	<i>Nagpur</i>	<i>14 -16 Oct'16</i>	<i>72</i>
<i>India International Travel Exhibition IITE C/o Global Trade Fair &amp; Convention</i>	<i>Indore</i>	<i>21 -23 Oct'16</i>	<i>54</i>
<i>India Travel Mart C/o I creative Minds</i>	<i>Lucknow</i>	<i>11 -13 Nov'16</i>	<i>36</i>
<i>Tourism Fair C/o Blue Eyes Pvt. Ltd</i>	<i>Raipur</i>	<i>11-13 Nov'16</i>	<i>36</i>
<i>Travel &amp; Tourism Bazaar</i>	<i>Kolkata</i>	<i>16-18 Nov'16</i>	<i>36</i>
<i>India International Travel Exhibition IITE C/o Global Trade Fair &amp; Convention</i>	<i>Mangalore</i>	<i>18-20 Nov'16</i>	<i>18</i>
<i>India International Travel Mart C/o Sphere Travel &amp; exhibitions</i>	<i>Pune</i>	<i>25 – 27 Nov'16</i>	<i>72</i>
<i>India Travel Mart C/o I creative Minds</i>	<i>Jaipur</i>	<i>02 -04 Dec, '16</i>	<i>36</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Hyderabad</i>	<i>02 – 04 Dec,16</i>	<i>72</i>
<i>Travel &amp; Tourism Bazaar</i>	<i>Shillong</i>	<i>14-16 Dec'16</i>	<i>18</i>
<i>India International Travel Exhibition IITE C/o Global Trade Fair &amp; Convention</i>	<i>Madurai</i>	<i>16 – 18 Dec'16</i>	<i>18</i>
<i>Tourism Fair C/o Blue Eyes Pvt. Ltd</i>	<i>Siliguri</i>	<i>16 -18 Dec'16</i>	<i>18</i>

<b>Event</b>	<b>Venue</b>	<b>Date</b>	<b>Booth Space in Sq. Mtr.</b>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Chennai</i>	<i>06-08 Jan'17</i>	<i>72</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Kochi</i>	<i>12 – 14 Jan'17</i>	<i>36</i>
<i>Travel Tourism Fair C/o Fairfest Media Pvt. Ltd</i>	<i>Bangalore</i>	<i>13 -15 Jan'17</i>	<i>72</i>
<i>Tourism Fair C/o Blue Eyes Pvt. Ltd</i>	<i>Bhubneshwar</i>	<i>13 -15 Jan'17</i>	<i>36</i>
<i>Travel &amp; Tourism Bazaar</i>	<i>Ranchi</i>	<i>20-22 Jan'17</i>	<i>18</i>
<i>India International Travel Exhibition IITE C/o Global Trade Fair &amp; Convention</i>	<i>Nagpur</i>	<i>27 – 29 Jan'17</i>	<i>72</i>
<i>India Travel Mart C/o I creative Minds</i>	<i>Ahmedabad</i>	<i>10-12 Feb'17</i>	<i>72</i>
<i>SATTE C/o of UBM Group</i>	<i>New Delhi</i>	<i>15 -17 Feb'17</i>	<i>228</i>
<i>Oneworld Travel Mart C/o Fairfest Meda TTF</i>	<i>Mumbai</i>	<i>21 -23 Feb'17</i>	<i>72</i>
<i>India International Travel Exhibition IITE C/o Global Trade Fair &amp; Convention</i>	<i>Vijaywada</i>	<i>24 – 26 Feb'17</i>	<i>36</i>
<i>India International Travel Mart C/o Sphere Travel &amp; Exhibitions</i>	<i>Kolkata</i>	<i>24 – 26Feb'17</i>	<i>72</i>
<i>One world Travel Mart C/o Fairfest Media</i>	<i>Delhi</i>	<i>27 Feb- 1March'17</i>	<i>72</i>

## Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director

Madhya Pradesh Tourism Development Corporation Limited, Bhadbhada

Road,

Bhopal – 462003

Madhya Pradesh, India

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

Dear Sir,

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

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

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

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

We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_ \*...+ (name of the Bidder, in accordance with the conditions stipulated in the RFP.

2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPSTDC (hereinafter referred as the "Authority") and in any subsequent communication sent by Authority.

3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b. I/ We do not have any conflict of interest in accordance with the RFP document; and

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and



8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.

16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected

18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.

20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 1,00,000 (One Lakh Rupees Only)** to the authority in the term of demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ and issued by the Bank \_\_\_\_\_ in favor of \_\_\_\_\_ payable at Bhopal.

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**

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

**Details of Bidder**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Remarks/Details (Page No.)</b>
1.	Name of Agency/ Applicant	
2.	Details about office of agency :	
	Address :	
	Phone No :	
	Fax :	
	E-Mail ID :	
	Website :	
	Contact person:	
	Mobile No. and contact person:	
3.	Details about registered office of Applicant and Contact No.	
4.	Status of Applicant [partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]	
5.	Details about Director/Partners List to be attached	
6.	Copy of Memorandum to be attached	
7.	Total experience of applicant [No. of years]	
8.	Certified copy of the Turnover of Agency/ Applicant during last financial three years	
9.	P.A.N. No. (Copy to be attached)	
10.	Service Tax Registration No.(Copy of certificate to be attached)	
11.	Concept note	
12.	Credentials	
13.	Empanelment Tourism department/ board	
14.	Details of RFP Fees attached	
15.	Details of EMD attached	
16.	Any other document as required under this RFP	

**Signature & Seal of the Bidder  
Date:**

**DECLARATION**

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPSTDC on the basis of the information given by me/us can be treated as invalid by the MPSTDC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPSTDC 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

**Statement of Legal Capacity**  
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,  
The Managing Director  
Madhya Pradesh State Tourism Development Corporation Limited  
Bhadbhada Road,  
Bhopal – 462003  
Madhya Pradesh, India

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

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.  
We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative  
and has been duly 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 and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the \*\*\*\*\* Project\*st 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 MPSTDC, representing us in all matters before MPSTDC, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPSTDC 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 MPSTDC.

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

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

For -----

(Signature)  
(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

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

**Notes:**

*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 executan and when it is so required, the same should be under common seal affixed in accordance with 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.*

**RFP FOR " Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION "**  
**FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER**

To,  
 The Managing Director  
 Madhya Pradesh State Tourism Development Corporation Limited  
 Bhadbhada Road,  
 Bhopal – 462003  
 Madhya Pradesh, India

**Sub: Financial Bid for ' Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION ".**

Dear Sir,

*As a part of the Bid for Selection of " Selection of Agency for DESIGNING & FABRICATION OF MADHYA PRADESH TOURISM PAVILION " in Madhya Pradesh, we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh State Tourism Development Corporation Limited for the project.*

S. No.	Particulars	Rate per Square meter
1	<b>Cost as per Scope of work as given in clause 1.3 including sub clause "a to v"</b>	
2.	Taxes	

We quote Rs. \_\_\_\_\_ (in words) towards **Cost**.

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

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_