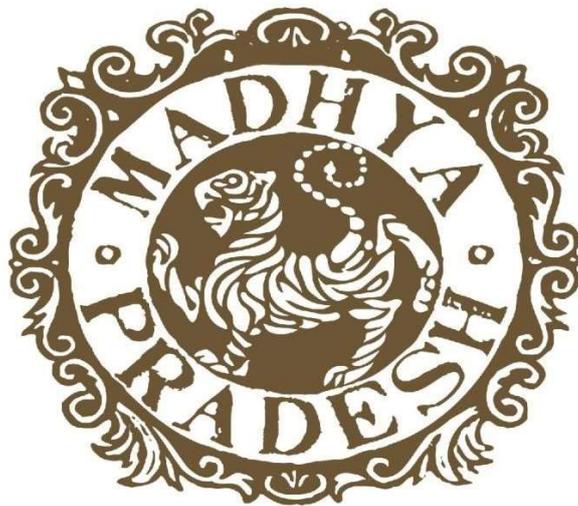


REQUEST FOR PROPOSAL FOR SELECTION OF PRODUCTION & MANAGEMENT COMPANY  
FOR  
“WALK OF THE STARS”



The heart of  
**Incredible India**

Madhya Pradesh Tourism Board  
Bhopal, India



## Madhya Pradesh Tourism Board

Corporate Identification Number (CIN):

U75302MP2017NPL043078

6<sup>th</sup> Floor, Lily Trade Wing, Jahangirabad Bhopal

Madhya Pradesh, India. Pincode – 462008

Website: [www.tourism.mp.gov.in](http://www.tourism.mp.gov.in)

### RFP for “Selection of Production & Management Company for “Walk of the Stars””

**No. 1407 /Adventure/MPTB/2020**

**Bhopal, Dated: 25/02/2020**

**Tender Reference No.: 1407**

**Tender ID No. : 2020\_MPTB\_82063**

Madhya Pradesh Tourism Board invites Proposals for  
“Selection of Production & Management Company for “Walk of the  
Stars””.

The detailed RFP document is available to download from the date  
**01/03/2020** from the websites:- [www.mptenders.gov.in](http://www.mptenders.gov.in) or  
[www.tourism.mp.gov.in](http://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](http://www.mptenders.gov.in).

For any other information, contact **0755-2780600** or email on  
[diradventure.mptb@mp.gov.in](mailto:diradventure.mptb@mp.gov.in)

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](mailto:support-eproc@nic.in)

**Managing Director**

## **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: Date: 12/03/2020 Time: 03.00 PM Venue: Madhya Pradesh Tourism Board, 6th Floor Lily Trade Wing, Jehangirabad, BHOPAL - 462003.
3	Proposal should remain valid for 90 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:
5	Method of Selection: <b>QCBS</b> (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: along with the Bid Proposal.
8	The Amount for EMD: <b>Rs. 50,000/- only (Rupees Fifty Thousand only)</b> to be submitted Online Only through MP E Procurement portal ( <a href="http://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 <b>120 days</b> 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:  <b>Managing Director,</b> Madhya Pradesh Tourism Board, 6th Floor Lily Trade wing, Jehangirabad, BHOPAL - 462003 Tel: 0755-2780600 Website: <a href="http://www.tourism.mp.gov.in">www.tourism.mp.gov.in</a>
12	Date for public opening of Technical Proposal: 20/04/2020
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, <b>Rs.5900/- (Rs. Five Thousand Nine Hundred only)</b> including GST to be paid online only through MP E- procurement portal towards non-refundable EOI Document Fees and <b>Rs. 295/- (Rupees Two hundred and ninety-five only)</b> towards non-refundable e-procurement processing fees through online payment at e-Procurement portal ( <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> ).
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## 10 INTRODUCTION & BACKGROUND

### 11 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.

### 12 OBJECTIVE

*Avenue of the Stars, A Bollywood Walkway- “Walk of the stars”*

Government of Madhya Pradesh willing to set up an iconic Tourist landmark - “**Walk of the stars**” i.e. A walkway, of specially made tile for all the stars similar to “The Hollywood Walk of Fame” in Los Angeles & Hong Kong, Fox Studios Australia and would like to have a cultural recognition to the Film Industry.

#### a) **Background:**

- To create the first and only modern, living cultural recognition to the Indian Film Industry
- Make a “must visit” tourist attraction - “Walk of the stars” for all people visiting Bhopal
- Create, support and recognize the Indian Film Industry and give the icons a place forever in Bhopal

#### b) **Idea:**

##### 1. Creating a Modern, Living Cultural Hub

The proposed avenue of the stars, - Walk of the stars *planned* will be the first of its kind in India, and will be making a Modern Cultural Hub, at the same time and recognizing the talent, and contribution of the stalwarts of the film industry.

It will be an attraction that is constantly upgraded and has multiple and repeated visits by Film stars and Film Industry stalwarts. Besides it will be a place of beauty and a must visit for all tourists in the city.

It will act as a very strong doorway to attracting more film shoots, and other related film activity to the state.

2. A constant source of PR and Promotion for the state.

The Avenue of the Stars, cultural walkway - Walk of the stars is being planned to have at least 6 visits a year from Bollywood stars. This is a major source of Press and media coverage and will reinforce the message of it being a must visit place.

c) **Concept:**

A segregated walkway area, about 10 feet wide and an area of approximately 500 meter in a strategic area is being earmarked by the government to be marked aside to create

“The Avenue of the Stars- A Bollywood Walkway – **“Walk of the stars”**”

(i) **Specially created memorabilia titles, with the name of Bollywood Stars and their hand impressions with a specially created branding for the venue will be made.**

Once every two months a tile of a shortlisted Film Industry Celebrity will be created in consultation with MPTB and it will be set permanently into a pedestal created on the ground on the- “Walk of the stars” walkway. The inauguration of the tile will be by the Bollywood Celebrity itself. This will be a huge press opportunity with media invited to cover the event. This can be followed by a press conference with the CM of the state and the Celebrity to create the necessary media attention and give focus to the state and felicitate the star.

(ii) **Plaque for the Stalwarts**

It is envisaged to create a special plaque for the stalwarts of the Industry, who cannot make the trip to Bhopal,

For them, a special pedestal is created, with a plaque and image. This unique plaque will have details of the stars so that tourists can get all the information on them.

## **13 Scope of work**

### **1.3.1 Venue**

Walk of the stars will be situated in a strategic area earmarked by the Government of Madhya Pradesh with approximately 500 meter area, in a walkway which will be designated. The Pedestals created on the Walkway will need to reflect a Madhya Pradesh décor and ambience with effective branding of Madhya Pradesh Tourism.

- a) The shortlisted agency will have to design and build the pedestals on the walkway.
- b) The agency will have to design the tile.
- c) The agency will need to source the celebrities and coordinate with them for the hand prints, with the necessary clearances to use them.
- d) The agency will need to make the tiles and have them installed in the pedestals.
- e) The design work will include design and making the pedestals and the tiles, sourcing and supervising the hand prints and installing the same.
- f) Coordinate with the celebrity to make the trip to Bhopal when the hand prints are being inaugurated.

- g) Conduct at least 6 celebrity visits/ event a year.
- h) The concept/design of the walkway pedestals area with layout, decoration plan along with materials to be used for the walkway and tiles will need to be sent.
- i) The design of the tile will be sent in hard copy and in soft copy form.
- j) Walk of the stars will have:
  - Electrical fittings that to be provided by Madhya Pradesh Tourism Board.
  - Insurance of Venue that to be provided by Madhya Pradesh Tourism Board.

### **1.3.2 Stars:**

The agency shall ensure minimum 6 star visits a year of recognized Indian actors, singers, directors etc. The agency will need to coordinate to have the talent to travel to Bhopal, and have their hand impressions made and tiles created to be fitted there.

- 1.3.2.1 Talent will also include Famous Producers, Directors, Music Directors, Actors, Actresses, Singers and personalities associated with the Film Industry.
- 1.3.2.2 Talent from Regional Industries and International Talent will also form part of the list
- 1.3.2.3 The list of such talent shall be submitted minimum 30 days before the event by the agency for approval in the format to be provided by the MPTB.
- 1.3.2.4 Complete logistics including air fare, boarding and lodging and local transport, F & B, of all Actors/Actress etc from all Industries will be borne by the MPTB at actual basis subject to maximum of Rs. 50,000/- per celebrity visit.

### **1.3.3 Publicity & Inaugural Program**

Publicity and promotion of the event and the inauguration program shall be finalized in consultation with MPTB by the agency.

### **1.3.4 Publicity material**

Shortlisted agency will need to produce creatives for the opening of “Walk of the stars” to be used to publicize the opening on all platforms i. e. Print, Digital, TV, Radio, OOH etc.

### **1.3.5 Web Site**

Content for the website shall be provided by the agency. The content shall be the property of MPTB and shall be used any time in any means by MPTB.

### **1.3.6 Post launch Report**

- 1.3.6.1 Submit summary of the launch conducted to MPTB through a post event report along with good pictorial booklet 25 days of the conclusion of the event.
- 1.3.6.2 The same shall be posted on the website of Tourism Board and sent out to the media by the MPTB PR agency as per the approved mailing list provided to the MPTB.
- 1.3.6.3 Post launch details of media coverage of MPTM by hosted Media and others in both hard and soft copies within 25 days from the close of the event.

### 1.3.7 Miscellaneous

The agency shall also be responsible for the following deliverables at the time of the launch:

- a. The agency should get Partnership/ sponsorship for the event from the major stakeholders and other tourism board to increase the magnitude and visibility of the venue.
- b. The revenue generated from partnership/sponsorship shall be solely of the Agency.
- c. 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.
- d. 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.
- e. Any other non-financial assistance/logistics support what so ever found feasible by the Department from time to time.
- f. Permissions and Payments of All the necessary Permissions from the departments will be paid as per actual by MPTB and MPTB to sanction all permissions for making the Walk of the stars walkway.
- g. Arrangements of accommodation for hosting the actors and actors staff, first preference will be given to MPSTDC property (Hotel lake view and Hotel Palash Bhopal) Hotels and ground transport to be paid by MPTB.
- h. Preference will be given to the MPSTDC hotels for arrangement of dinner during the event.

### 14 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 QCBS that includes total charges & taxes amongst the qualified bidders.

## 15 Schedule of Bidding Process: -

Sr. No.	Activity	Date and Time
1	Publish Date	28/02/2020
2	Document download date	01/03/2020
3	Pre bid Meeting Date	12/03/2020
4	Document download / Sale End date	19/03/2020
5	Bid Submission Start Date	24/03/2020
6	Bid Submission Last Date	16/04/2020 till 05.00 PM
7	Technical Bid Opening Date	20/04/2020
8	Presentation Date	Shall be informed separately
9	Opening of financial Bids Date	Shall be informed separately

## 2. 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](http://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](http://www.mptenders.gov.in)).

#### 2.2 Eligibility of Bidders

1. The Bidder should be a registered Producer and should be registered with the Indian Producer Association (AMPTPP, IMPAA) for last 3 years, to have access to Indian Talent.
2. The proposed bidder should be a company registered under Indian Companies Act, 1956/2013 or The Partnership Act, 1932. The bidder should have Articles of Association (in case of registered company) by Law OR Partnership Deed (in case of Partnership Firms).
3. The Proposed bidder should have in-house design capabilities.
4. The proposed bidder must have a relationship with a Foreign Production Studio to try and get access to International Talent.
5. 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.
6. A Consortium shall be eligible for consideration.
7. The Bidder should have done work for at least one Indian or International government body as part of its activities in the last 24 months to showcase and understand the needs to tourists.
8. In case the Bidder is a Consortium, it shall comply with the additional requirements as annexed.
9. The Agency should have average turnover of Rs. 01 Crore for past 2 FYs at least .
10. There should be no statutory / legal proceedings pending against the agency.
11. 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, 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 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 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](http://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](http://tourism.mp.gov.in).
- 2.8.2 Any Addendum thus issued will be notified through MPTB website i.e. [tourism.mp.gov.in](http://tourism.mp.gov.in) 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.

**2.10.2** The 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 through the website [www.mptenders.gov.in](http://www.mptenders.gov.in)

II. Financial Bid:

The Financial Bid is to be submitted online only through the website [www.mptenders.gov.in](http://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 online on the Bid Due Date [www.mptenders.gov.in](http://www.mptenders.gov.in) 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.

### **2.19 EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY:**

2.19.1 Earnest Money Deposit: The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 50,000/- (Rupees Fifty thousand 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 2<sup>nd</sup> 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.

## **3. EVALUATION OF BIDS**

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

- 3.1.1 The committee 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.
- 3.1.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted online.

- 3.1.4 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.
- 3.1.5 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;
- it is received in as per the formats provided in the RFP
  - it is received by the Bid due date including any extension thereof
  - it is duly signed and marked as stipulated in the RFP
  - it is accompanied by EMD as stipulated specified in this RFP
  - it is accompanied by the Power of Attorney as specified in the RFP
  - 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)
  - it does not contain any conditions or qualifications, and
  - it is non-responsive thereof;
  - it contains certificates from its statutory auditors in the formats as specified
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 The presentation shall be evaluated on the basis of following parameters:
- A.) Understanding of the Project,
  - B.) Concept, theme and design,
  - C.) Effective branding of Madhya Pradesh (The way in which “Walk of the Star” platform will be used to promote as a tourism destination),
  - D.) Value additions to MPTB for enhancement of tourism sector in Madhya Pradesh.

### 3.2 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:

Criteria	Max. Marks	Marks Obtained
The bidder should have produced at least one film with International and Indian cast in the last 24 months. The film produced should have had selection at least one or more International Film Festivals	20	
Having worked with other Government tourism department or International tourism board.	15	
In house Design division designing tile	15	
Financial Capability: The agency should have minimum average annual turnover of Rs 1 Crore. In the last two financial years (2017-18, 2018-19)	10	
Presentation	40	
<b>Total</b>	<b>100</b>	

- 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 that scores maximum marks in technical qualification **will** be opened by the Committee, 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 discretion 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 60:40.
- 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.

### **3.3 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).

3.6.2 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.

### **3.9 Award of Contract**

#### **3.9.1. 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 that scores maximum marks in technical qualification will be opened by the Committee, 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 discretion 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 60:40.
- 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 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 not be opened.

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. 0.6 Fw= weight assigned to financial

score i.e. 0.4

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 15 % of the current contract value.

#### **6.0 FEE PAYMENT STRUCTURE**

**6.1** Payment will be made to the Agency as per following schedule:

- i. Payment of 25% of the total amount will be made as mobilization advance upon submission of bank guarantee of same amount.
- ii. Payment of further 25% of the total amount will be made on completion of construction of a sample pedestal and the first complete tile.
- iii. Payment of a fixed amount for each celebrity visit will be made in advance for each visit. The total expenses on visit of celebrities shall be on actual basis to a maximum of Rs. 50,000/- which shall be subjected against the advance paid this purpose.
- iv. Payment of further 25% of the total amount will be made on successful completion of 3 celebrity visits.
- v. Payment of balance 25% of the value of the project will be made on the completion of the balance celebrity visits.

**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 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 invoice.

#### **7. Penalty**

- a. Payment will be deducted if number of talent visiting is lesser - it will be deducted @ **Rs. 50,000/- per talent not visiting.**

In case of dispute, the matter will be referred to Managing Director, whose decision will be final and binding.

**8.0 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.

**9.0 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.

**10. 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

## **11.0 Arbitration**

11.01 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.

11.02 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.

11.03 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 no. -03, Zawabit Lines  
Bhopal – 462008  
Madhya Pradesh, India

Sub: - Selection of Production and Management Company for “WALK OF THE STARS”

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 Production and Management Company for “WALK OF THE STARS” for Madhya Pradesh Tourism Board (**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 conditions stipulated in the RFP)
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MPTB (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.

3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - 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. 50,000 (Fifty Thousand 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**

<b>ANNEXURE - II</b>			
<b>RFP FOR SELECTION OF PRODUCTION AND MANAGEMENT COMPANY FOR WALK OF THE STARS</b>			
<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>	<b>Remarks/Details</b>
1	Name of Agency/ Applicant		
2	Details about office of agency:		
3	Address:		
4	Phone No:		
5	Fax:		
6	E-Mail ID:		
7	Website:		
8	Contact person:		
9	Mobile No. and contact person:		
10	Details about registered office of Applicant and Contact No.		
11	Status of Applicant [Partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]		
12	Details about Director/Partners List to be attached		
13	Copy of Memorandum/Partnership Deed to be attached		
14	Total experience of applicant [No. of years]		
15	Certified copy of the Turnover of Agency/ Applicant during last financial two years		
16	P.A.N. No. (Copy to be attached)		
17	Goods and Service Tax (GST) Registration No. (Copy of certificate to be attached)		
18	Concept note		
19	Credentials		
20	Empanelment Tourism department/ board		
21	Details of RFP Fees attached		
22	Details of EMD attached		

**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 Production and Management Company for Walk of the Stars”**

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 PRODUCTION & MANAGEMENT COMPANY FOR WALK OF THE STARS**

**EXPERIENCE IN RELATED ACTIVITIES**

<b>Sr. No.</b>	<b>NATIONAL / INTERNATIONAL FILM/ TOURISM BOARD WORK DONE</b>	<b>DATE</b>	<b>PLACE</b>	<b>SUPPORTING DOCUMENT CLOSED</b>

**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 MP Travel Mart (MPTM) (the “Project”).

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF ..... 2.....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

*1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(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,

(A)[THE Madhya Pradesh Tourism Board having its office at Lily Trade Wing, 6<sup>th</sup> Floor, Plot no. 03, Zawabit Lines, Jehangirabad, Bhopal -462008 (M.P.) (hereinafter referred to as the "**Authority**" or "MPTB" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the "**Proposals**") by its Request for Proposal No. .... dated..... (the "**RFP**") for selection of Bidder for "Walk of the Star".

(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 pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the 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 DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)  
(Name)

(Signature)  
(Name)

(Designation)  
(Address)

(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

**Notes:**

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 executants(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.

**Annexure IX**  
**RFP FOR SELECTION OF AGENCY FOR PRODUCTION & MANAGEMENT COMPANY**  
**FOR**  
**WALK OF THE STARS**  
**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 'Production and Management Company for WALK OF THE STARS.**

Dear Sir,

As a part of the Bid for Selection of Production & Management Company for 'Walk of the Stars', 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 pe unit	Total cost
			Design and concept of the walkway				
			Design of the tile				
			Cost of pedestal and installation per celebrity visit				

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

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

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

SIGNATURE \_\_\_\_\_