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Request for Proposal

For

**Selection of an Agency for PR Management
& National Marketing**

Issued by:

Madhya Pradesh Tourism Board

6th Floor, Lily Trade Wing, Jahangirabad, Bhopal

Website: www.tourism.mp.gov.in

Tel: 0755-2780600

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2. Disclaimer

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Madhya Pradesh Tourism Board reserves the right to reject any or all of the applications submitted in response to this RFE document at any stage without assigning any reasons whatsoever. Madhya Pradesh Tourism Board also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Madhya Pradesh Tourism Board reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Madhya Pradesh Tourism Board. Neither Madhya Pradesh Tourism Board nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Madhya Pradesh Tourism Board or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment. Information provided in this document or imparted to any respondent as part of RFP process is confidential to Madhya Pradesh Tourism Board and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

3. Request for Proposal Notice

“Selection of an Agency for PR Management & National Marketing”

Madhya Pradesh Tourism Board invites online proposals from suitable agencies for Selection of an Agency for PR Management & National Marketing

For detail scope of work and other terms and conditions, please refer the RFP document available at www.tourism.mp.gov.in and <https://mptenders.gov.in>. Document fees of **Rs 5,000** (Non-refundable) plus GST and EMD of **Rs 2,00,000** (Two Lakhs Only) needs to be submitted through online mode through <https://mptenders.gov.in> portal only.

An interested agency who qualifies as per the criteria mentioned in the RFP document may submit their proposals only online through the e-tendering Portal latest by **20/09/2021 till 3 pm**.

Managing Director

Madhya Pradesh Tourism Board

4. Definitions

Authorised Signatory	The proposer's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective firm.
Agency	Any private or public entity, which will provide the required data analytics, monitoring, perception audit and research capabilities to the MPTB under the contract
Proposal	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Proposals Security	A security provided to the MD Madhya Pradesh Tourism Board by a proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
Proposer	Any person/ firm/ agency/ company/ contractor/ supplier/ Agency participating in the procurement/ RFP process with the procurement entity
RFP Document	Documents issued by the MD Madhya Pradesh Tourism Board, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to Proposals
Competent Authority	Managing Director, Madhya Pradesh Tourism Board, Government of Madhya Pradesh
Contract/ procurement Contract	A contract entered into between the MD Madhya Pradesh Tourism Board and a successful proposer concerning the subject matter of procurement
GoI/ GoMP	Govt. of India/ Govt. of Madhya Pradesh
Applicable Law	The laws and any other instruments having force of law in India as they may be issued force and in force from time to time
Effective date	The date from which the contract comes into force and effect.
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
Personnel	Professional and support staff provided by the PR & National Marketing firm and assigned to perform services to execute an assignment and any part thereof
Procurement Process	The process of procurement extending from the issue of invitation to Proposals till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Site	Wherever applicable, means the designated place or places
State Government	Government of Madhya Pradesh (GoMP)
Subject Matter of procurement	Any item of procurement whether in the form of goods, services or works
WO/ PO	Work Order/ Purchase Order
Media	Print, electronic, digital and social media

5. Acronyms

BG	Bank Guarantee
EMD	Earnest Money Deposit
GoMP	Government of Madhya Pradesh
MPTB	Madhya Pradesh Tourism Board
GoI	Government of India
IT	Information Technology
RFP	Request for Proposal
O&M	Operations and Maintenance
PQ	Pre-Qualification
PBG	Performance Bank Guarantee
CMS	Content Management System
SI	System Integrator
JV	Joint Venture
CMC	Contract Monitoring Committee
TEC	Technical Evaluation Committee

6. Fact Sheet

S/N	Particulars	Description
1.	Nature of Work	RFP for Selection of an Agency for PR Management & National Marketing
2.	Proposals Invited by	Managing Director, Madhya Pradesh Tourism Board, Government of Madhya Pradesh
3.	Date of issue of RFP document	18/08/2021
4.	Last Date for sending Pre-Bid Queries	27/08/2021 till 3 pm
5.	Date of Pre-Bid Meeting (Following social distancing norms)	02/09/2021 at 3 pm at the Office of Madhya Pradesh Tourism Board, 6th Floor Lily trade wings, Jahangir bad, BHOPAL - 462008.
6.	Start date of Submission of Bids	08/09/2021 from 05 pm onwards
7.	Last Date for Submission of Bids	20/09/2021 till 3 pm
8.	Date of Opening of PQ cum Technical Bids	21/09/2021 at 3 pm
9.	Date of Technical Presentations	Would be communicated to the PQ qualified bidders.
10.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders.
11.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	https://mptenders.gov.in , www.tourism.mp.gov.in
12.	Cost of RFP Document	Rs. 5,000 (Five Thousand Only) plus GST as applicable Plus E procurement portal charges as applicable. To be paid online through e-procurement portal.
13.	Earnest Money Deposit (EMD)	Rs. 2,00,000 (Rupees Two Lakhs Only) To be paid online through MP tenders portal.
14.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
15.	Performance Guarantee Value	3% of contract value
16.	Performance Guarantee validity period	3 Months beyond the contract period
17.	Method of Selection	"QCBS (Quality and Cost Based Selection) 70% weightage to Technical Score (TS) and 30% weightage to Financial Score (FS)

Notes:

1. **Madhya Pradesh Tourism Board** reserves the right to change any schedule of bidding process.
2. The mode of submission of bid is only online through e-procurement portal (www.mptenders.gov.in). No physical submission of the bids shall be entertained.
3. Any future Corrigendum/Information shall be posted only on e-Procurement portal of GoMP. Bidders are advised to keep visiting the e-Procurement portal for further updates.

7. Background Information

Madhya Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the centre of country. It has been home to cultural heritage of Hinduism, Buddhism, Jainism and Islam. Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Madhya Pradesh is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about MP is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

In the last few years, the Government of Madhya Pradesh has initiated a number of measures to position the state as the leading tourism state globally. While considerable work has been done and the state is now being recognized as one of the leading tourism states of the nation, much more still needs to be done. All the tourism related initiatives of the Government of Madhya Pradesh (GoMP) are executed through Madhya Pradesh Tourism Board (MPTB), the nodal agency of GoMP.

The agency will provide dedicated and qualified manpower to implement the projects at a fixed frequency and as and when needed by the client. The reports will be designed as directed by the MPTB and provide necessary support/tools to help Government to make informed decisions. The agency needs to carry out PR related activities on a regular interval and for the events as mentioned in the RFP. The detailed scope of work is mentioned in this document.

8. Instruction to Bidders

8.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the MPTB on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the MPTB. Any notification of preferred Bidder status by the MPTB shall not give rise to any enforceable rights by the Bidder. The MPTB may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the MPTB.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

8.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

8.3 Code of integrity

No official a procuring entity or a bidder shall act in contravention of the codes which includes:

- a) Prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transactions between the bidder and any official of the procuring

entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- b) Disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

8.4 RFP Documents

The Tender document is available and downloadable on following websites:

- a) www.mptenders.gov.in
- b) www.tourism.mp.gov.in

Non-transferable & non-refundable tender fees of the amount as mentioned in the Fact Sheet must be paid online at e- procurement portal (www.mptenders.gov.in).

9. Pre-Bid Meeting & Clarifications

Pre-bid Conference

- a) A pre-Proposals conference is scheduled as per the details mentioned in the Fact Sheet of the RFP to clarify doubts of potential proposers in respect of the RFP.
- b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) as per **Annexure-1** in Excel format & in writing at marketing.mptb@mp.gov.in by email on or before the date and time mentioned in the fact sheet. Only queries/clarifications submitted in written will be considered.
- c) MPTB shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the MPTB.

9.1 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The MPTB will endeavour to provide timely response to all queries. However, MPTB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MPTB undertake to answer all the queries that have been posed by these Bidders.

- b) At any time prior to the last date for receipt of bids, MPTB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://mptenders.gov.in>. All future correspondence/corrigendum shall be published on same website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the MPTB may, at its discretion, extend the last date for the receipt of Proposals.

10. Key instructions of the bid

10.1 Right to Terminate the Process

- a) MPTB may terminate the RFP process at any time/stage and without assigning any reason. MPTB makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the MPTB. The Bidder's participation in this process may result MPTB selecting the Bidder to engage towards execution of the subsequent contract.

10.2 Earnest Money Deposit (EMD)/ Bid Security

- a) The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online during the submission of the tender on e-Procurement portal.
- b) Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- c) The successful bidder's EMD will be released upon submission of Performance Bank Guarantee.
- d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e) Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f) The EMD may be forfeited in the event of:
 - a) A Bidder withdrawing its bid during the period of bid validity.
 - b) A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
 - c) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - d) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

10.3 Performance Security

- a) On receipt of a letter of Intent (LOI) from the MPTB, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee or DD from scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to **3 per cent** of the annual contract value, within 15 days from notification of award.
- b) In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the MPTB may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- c) The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Annexure-11. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.
- d) The MPTB may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

10.4 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/ documents Eg. Power of Attorney, CA certificates on turnover etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 0120-4001002, 0120-4200462.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

10.5 Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

11. Preparation and submission of Proposals

11.1 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by MPTB to facilitate the evaluation process, and in negotiating a definitive contractor all such activities related to the bid process.

MPTB will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

11.3 Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the e-Procurement portal (<https://www.mptenders.gov.in/>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. MPTB shall not be responsible for any delay in the submission of the documents. Hard copy of the proposals will not be accepted.

11.4 Bid Prices

- a) The bidder shall express their bid prices using the Commercial Bid Format provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees.
- b) The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- c) The prices quoted by the bidder shall be in sufficient detail to enable the MPTB to arrive at the price of the services offered.
- d) Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also

take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. Freight, levies, etc. of any type, indicated separately, will not be taken into account for evaluation purposes.

- e) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel, equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. However, all project related travels and related expenses outside of Bhopal, with the state, elsewhere in the country or international will be paid to the bidder on actuals after taking prior approval from MPTB. The travels between Bhopal and the bidders' home office shall not be paid on actuals, and should be included in the total Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- f) The Financial Proposal shall take into account all expenses and tax liabilities excluding GST. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- g) Costs shall be expressed in INR.

11.5 Proposal opening

The Proposals submitted up to the deadlines will be opened at the scheduled time & date as specified in the RFP, by the Nodal Officer or any other officer authorized by the MPTB, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bona-fides for attending the opening of the Proposal.

11.6 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

11.7 Evaluation process

- a) The MPTB may constitute a committee of subject matter experts to evaluate the responses of the Bidders (Bid Evaluation Committee).
- b) Initial Proposal scrutiny will be conducted by committee to confirm that Proposals do not suffer from the infirmities detailed below. Committee will treat the proposals as non-responsive, if a Proposal is found to have been:
 - i. submitted in manner not conforming with the manner specified in the RFP document
 - ii. Submitted without appropriate EMD as prescribed herein
 - iii. received without the appropriate or valid power of attorney
 - iv. containing subjective/incomplete information
 - v. submitted without the documents requested in the checklist
 - vi. non-compliant with any of the clauses stipulated in the RFP
 - vii. Having lesser than the prescribed validity period.

- c) The Committee constituted by the MPTB shall evaluate the PQ cum Technical & Financial responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- d) All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document.
- e) The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Committee.
- f) Committeemay ask for meetings with the Bidders to seek clarifications on their proposals. The committee also reserves the right to directly ask clarifications to the MPTBs of the bidder, in case any doubt arises.
- g) The Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- h) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- i) The committee reserves the right to reject proposal submitted by bidder in case it is found that bidder is blacklisted by Central/ State / PSUs etc.

12. Criteria for evaluation

12.1 Pre-qualification (PQ) criteria

The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents.

The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Agency should be a legal entity registered in India since last 5 years as on bid submission date.	Certificates of incorporation / Registration Certificates along with Bylaws/ MoA & AoA or similar legal document.
2.	Turnover	The bidder should have minimum annual turnover of Rs.05 Crores (Rupees Five Crores) during the each of three financial years (2017-18, 2018-19, & 2019-20) from similar activities as mentioned in the scope of work.	CA Certificate clearly indicating the relevant turnover.

3.	Technical Capability/ Experience	The bidder must have prior experience of at-least one project of similar nature with Central or State Government/Government Department or any Corporates. Similar Nature/Activities means- PR Management and Communication Services, Media Monitoring, Event Management/Road Shows for tourism industry or such similar assignments mentioned in the scope of work of this RFP.	Related work orders / contracts for ongoing or completed projects. In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.
4.	Statutory Registrations	The Applicant must have a valid GST Number and PAN Card in India	Copy of valid certificate
5.	Availability of Key Resources	Bidder must have at least 50 people on permanent payroll.	Self-certification on Bidders letterhead by HR or Authorized Signatory with clear declaration of staff, level/designation wise.
6.	Black listing / Terminations	Should not have been blacklisted by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of submission of RFP.	A signed undertaking to this effect should be submitted on bidder's letter head

12.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical evaluations. Based on technical evaluation framework mentioned, the Committee shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below.

Senior dedicated two (2) Representative will have to be appointed who will be the interface between the MPTB and other resources. The agency must submit details of these key personnels in a format suggested in this document and must fulfil the Conditions of Eligibility

S.No	Criteria	Max. Points
1	Professional Experience - Specific experience of the Consultant (as a Firm) relevant to the assignment	25
2	Professional Staff - Key professional staff qualifications and competence for the assignment	25
3	Approach and Methodology - Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	50
	Total	100

Sr. No	Description	Maximum Score	Supporting Document
A	Professional Experience	25	Experiences submitted by the bidder for any of the category below cannot be used in more than one category
1	<p>Bidder should have done at least 1 projects of value more than Rs 50 lakh with similar scope as per this RFP (center, state or government departments)</p> <p>5 marks for each projects of value more than Rs 50 lakh up to 25 marks</p>	25	<p>Related work orders / contracts for ongoing or completed projects.</p> <p>In case of ongoing project, it should be in existence for more than 12 months, preceding the submission date.</p> <p>In case the contracting authority is not a government agency but the work is being delivered for a government agency, then in addition to the above documents, an undertaking by the bidder confirming the arrangement must be submitted</p>
B	Professional Staff	25	CVs from each Team category will be submitted along with the Team Lead. CV from each Team Category will be evaluated for scoring purposes. The CV to be selected for evaluation will be at MPTB's discretion. All proposed CVs should be deployed on the project post award.
1	PR Management Team at MPTB	15	Education Qualifications - 20% Professional Experiences on Relevant scope - 80%
2	PR Management Team for Regional Offices/District level	5	
3	PR Management Team at MPSTDC Mos	5	
C	Approach & Methodology	50	
1.	<p>Approach and Methodology/Presentation</p> <p>The presentation should broadly be covering following aspects:</p> <p>1. PR Strategy for raising the profile of MP and district tourism and planning for</p>	50	Technical Presentation * (before RFP technical committee)
		10	

	increasing the media presence of respective district.		
	2. Planning and strategy for scope of work	05	
	3. Planning of team work for P.R Management	05	
	4. PR activities during events/road show: -	10	
	a. TA/TOs Networking strategies, local media promotion strategies, display of MP Products		
	b. Post event follow up & communication strategies.		
	c. Planning & Execution of Event, Value additions at the event.		
	5. Display of Art/Craft and Culture at the Venue during Road show	05	
	6. Conceptualizing, Designing, Promotional PR Activities during Tourism Events & Road shows	05	
	7. Different Ideas for MP based advertorial in mainline magazines/travel trade magazine.	05	
	8. Plan /strategies/ ideas to develop Madhya Pradesh as wellness destination	05	
	Total	100	

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre- Qualification Criteria and score at least **70 marks** in the Technical Evaluation Criteria, would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

*Schedule for technical presentation will be communicated to bidders who qualify Pre-Qualification criteria. It is mandatory for bidders who qualify Pre-Qualification criteria to appear for Technical Evaluation Round else the bid would not be considered for further evaluation. Proposer need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

12.3 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies as applicable on date except GST, which shall be payable extra as per the prevailing rates
- e. The bid prices shall be in Indian Rupees and mentioned separately.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- h. The Bids received will be evaluated using Quality cum Cost Based Solution (QCBS) as under: -
 - i. After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and financial parameters. The weightage of the technical and financial parameters will be in the ratio of **70:30** respectively.
 - ii. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula:
Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100} % (Adjusted to two decimal places)
 - iii. The technical and financial scores secured by each Bidder will be added using weightage of **70% and 30%** respectively to compute a Composite Bid Score.
 - iv. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of the Project. The overall score will be calculated as follows:
$$\langle B_n = 0.70 * T_n + 0.30 * F_n \rangle$$
Where
Bn = overall score of Bidder
Tn = Technical score of the Bidder (out of maximum of 100 marks)
Fn = Normalized financial score of the Bidder
 - v. In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

13.Appointment of Agency

13.1 Award Criteria

The MPTB will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the MPTB.

13.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The MPTB reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals 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 MPTB action. MPTB also reserves the right to accept or reject all proposals.

13.3 Notification of Award

Prior to the expiration of the validity period, MPTB will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within three (3) days of issuance of LOI. In case the tendering process / public procurement process has not been completed within the stipulated period, the MPTB, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

13.4 Contract finalization and award

The MPTB shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC). on this basis the draft contract agreement would be finalized for award & signing.

13.5 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract within 15 days of issuance of LOI, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the MPTB and the successful Bidder.

13.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MPTB may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the MPTB shall invoke the PBG of the most responsive Bidder.

14.Scope of Work

The Scope of work and the Deliverables are detailed out as follows:

14.1 PR Management Team at MPTB (Team-A)

The agency shall be responsible for all the PR related activities for all the events and Road show as mentioned in the RFP.

- 14.1.1 The team shall coordinate with MPTB's Digital Creative and Media Buying Agencies and do the planning in such a way that MPTB should have a strong presence at State & National level using various channels of digital and print media.

- 14.1.2 The team shall be responsible for monitoring online/offline media and collect, process, analyze different content and prepare appropriate reports for the MPTB on daily/weekly/monthly and yearly basis for all the print/digital media.
- 14.1.3 The team shall be responsible for liaisoning with Creative and Digital Agencies and with the TA/TOs./hoteliers/DMCs/Corporates/institutions and associations.
- 14.1.4 The team shall be responsible for publishing **one** advertorial per month in Mainline Magazines. (Three national and five regional Magazine). The content is to be developed by the agency and shall have to be approved by MPTB before publication.
- 14.1.5 The team shall be responsible for publishing **one** advertorial per month in Travel trade Magazines of the Country. (Three National and Five regional Magazine).
- 14.1.6 The team shall co-ordinate with the local/National TA/TOs/Stakeholders/Hoteliers/ Transporters/ DMCs/Institutions/Corporate/Association on regular basis & provide them information about Madhya Pradesh's tourist destinations, events, fairs & festivals etc.
- 14.1.7 The team shall be responsible for issuing minimum one press release (Hindi & English) in a week in mainline newspaper and also responsible for taking feedback via calls, E-Mails, meetings with co-exhibitors/sellers of the State.
- 14.1.8 The team shall be responsible for creating minimum five (05) packaged itinerary and trails per year on different regions of M.P based on different theme like art, culture, heritage, craft, rock art, adventure, nature, religion etc. in consultation and coordination with local/national TA/ TOs to make these routes popular.
- 14.1.8 The team shall be responsible for identification of other cities based on the source market's match with MP Tourism products. Prepare a detailed analysis report of the suggested source market cities based on tourist interest, available mode of connectivity with the destination, buying capacity and any other related parameters.
- 14.1.9 The team shall coordinate with the Event Organizers and MPTB officials during all the events/Roadshow/exhibition.
- 14.1.10 The team shall be responsible for Media management & Logistics during all the Events/Roadshow/exhibition.
- 14.1.11 The team shall prepare presentation in English/Hindi on MP Tourism for events and road shows (As and when asked to do so).
- 14.1.12 The team shall be responsible for designing of thematic backdrops for stage & Standees etc for the road shows.
- 14.1.13 The team shall be responsible for media management during all the road shows/events/exhibition and organize all logistical arrangements like accommodation, meals, presentation venues, ground transportation
- 14.1.13 The team shall prepare list of invitees for the road shows and shall get it approved by MPTB before sending the invitation, ensure minimum number of participants from Travel Trade Fraternity & Media (125 participants in mega cities list (a) on page no 27 and 75 participants in other cities list (b) on page no 27.
- 14.1.14 The team shall prepare and distribute news, press releases- briefs on major initiatives/ achievements/ highlights/ programs, speeches in English and in regional language where event is to take place to suit the appropriate media during each event.

- 14.1.15 The team shall be responsible for sending invitation to invitees at least 15 days in advance and further make follow-up calls for confirmation from Invitees.
- 14.1.16 The team shall design and post online invitation cards for TA, TOs & Media representatives and other stakeholders/Invitees.
- 14.1.17 The team shall arrange two hostesses for the road show/exhibition having good proficient in local and English language.
- 14.1.18 The team shall submit a detailed PR Report (two copies) with pre- and post-event coverage, photographs, Media Coverage (Social, Print and Electronic), list of participants, feedback, etc. to MPTB after every event and road show/exhibition.
- 14.1.19 The team shall prepare a **Monthly, Quarterly, Half Yearly & Yearly Progress Reports** which should cover media tracking – social, print and electronic coverage in State and National Level, media feedback/communications with the stakeholders, destination wise tourist details or any other details required.
- 14.1.20 Media FAM: - Identify & send at least 4 (Four pax) reporters of Mainline Magazine, Press, Bloggers and Media Representatives, minimum 01 FAM tour in each month after prior approval from MPTB (Cost for FAM trip will be borne by MPTB)
- 14.1.21 TA/TOs FAM: - Organizing minimum 02 FAM trips for quality Travel Agents, Tour Operators, DMCs (Destination Management Company) (minimum 06 pax) for promotion of MPTB in each quarter after prior approval from MPTB. (Cost for FAM trip will be borne by MPTB. Post FAM tour, follows ups for fulfilling the purpose.
- 14.1.22 Team will be responsible for monitoring of team B & team C 's work.

Note: The scope of work mentioned above is based on current requirement which may changes as per the need of the MPTB which the agency shall comply with.

14.2 PR Management Team at District/Regional (Team-B)

- 14.2.1 To explore tourism development opportunities in the district by proper liaisoning with government departments/NGO's and other stakeholders.
- 14.2.2 Prepare proposal to promote potential tourism site/adventure activities/ cultural activities, local food festivals & photography contest etc. to boost tourism activity in the district and Team will co-ordinate with tourism stake holders such as Cultural Department, State Archaeology Department at district level and prepare an action plan to promote tourism in the district. Team will work under the guidance/supervision of DATCC (District Archaeology Tourism & Culture Council) and will report to District collector, Regional Manager MPSTDC and Team -A at MPTB Bhopal.
- 14.2.3 To strengthen and promote local tourism products & souvenir with the help of tourism department.
- 14.2.4 Help in organizing training programs to increase the quality of local products/services with the help of skill development department.
- 14.2.5 Cognizance of necessary facilities like signages, drinking water, toilet, parking etc. at local tourist spots and brings it to the notice of related concerned authorities in the office.
- 14.2.6 Creating awareness in local community about the benefits of tourism.

- 14.2.7 Encourage investment in Hospitality sector by providing information on policy & Schemes of the tourism department.
- 14.2.7 Prepare data base of the hoteliers/TA/TOs/ Transport operators/Guides and tourist footfall data etc.
- 14.2.8 Co-ordinate with district officials for any new work assigned by the Board.
- 14.2.9 Preparation of PR strategy for raising the profile of district tourism and increase the media presence of respective district.
- 14.2.10 Planning and organizing press conferences and media meets for spreading information about potential of the tourism in the district and in the state level.(one meeting in a week)
- 14.2.11 PR Related activities shall be done on a regular basis by representative of the agency liaisioning with district administration, Media, Pre and Post event coverage of events.
- 14.2.12 Provide updates and information about new initiatives in the district to the department and media.
- 14.2.13 Identify the media person, freelance writer who will write about the location which can contribute for the promotion tourism in the district.
- 14.2.14 Enhance visibility and awareness through unpaid means of communication. preparing & dissemination of press release/ stories and briefs on major initiatives/achievements/programmes/events including social media at district level. (2 posts in a week)
- 14.2.15 Media management of various seminars, workshops, exhibitions and events to be organized by Madhya Pradesh tourism at the district level.
- 14.2.16 Crisis communication - It is expected that the PR agency will help to counter any adverse publicity.
- 14.2.17 Media Tracking- Print and electronic coverage.
- 14.2.18 The representative shall prepare a detailed mapping of target media including writers, journalists, editors, columnists, opinion leaders and update the list periodically. The team shall map to top editors, magazines, journals, TV media including wires and regional newspapers of relevance to the Madhya Pradesh.
- 14.2.19 The representative shall be responsible for the coordination of creative content with the PR team and translation of content for English to Hindi and vice-versa.
- 14.2.20 The team shall be responsible for creating new ideas for effective strategy and work closely with the other teams.
- 14.2.21 Preparing and sharing monthly report on the work done in the district with MPTB officials.
- 14.2.22 The team shall be responsible for media management during all the road shows/events and organize all logistical arrangements like accommodation, meals, presentation venues, ground transportation
- 14.2.23 Annual rollout plan with month wise activities proposed once in a year to be submitted to department within 45 days of selection.
- 14.2.24 Identification and analysis of popular mode of publicity in the district communication pillars (electronics/digital/hoarding etc.) in sync with Madhya

Pradesh Tourism strategies and campaigns Once in a year to be submitted within 45 days of selection

14.2.25 Team -B will report & submit all the report of work done to Team A.

14.2.26 Team-B will be deployed at the following 12 districts in the collector office/at the places designated by the MPTB.

S.NO	Station	Area to be Covered
1	Dhar	Dhar, Indore, Ujjain, Khandwa
2	Gwalior	Gwalior, Morena, Bhind
3	Anuppur	Anuppur, Sidhi, Shahdol
4	Hoshangabad	Hoshangabad, Bhopal, Raisen
5	Khajuraho	Chhatarpur, Panna, Niwari
6	Jabalpur	Jabalpur, Mandla
7	Chhindwara	Chhindwara, Seoni
8	Shivpuri	Shivpuri, Datia
9	Satna	Satna, Rewa
10	Burhanpur	Burhanpur, Kargone
11	Mandsaur	Mandsaur, Neemuch
12	Balaghat	Balaghat, Mandla

14.3 PR Management Team at MPSTDC MOs -out of state offices (Team-C)

14.3.1 The team shall be responsible for monitoring online/offline media and collect, process, analyze different contents and prepare appropriate reports for the MPTB on weekly/monthly and yearly basis for all the print/digital media.

14.3.2 The team shall be responsible for assisting MPTB in full utilization of media slots for promotion through appropriate media plan catering to targeted populace-Print/TV (News and Entertainment Channels)/ Radio (Akashwani and FM), OTT partnerships, Podcast, Soft stories, for all channels.

14.3.3 The team shall be responsible for the management and co-ordination of events/road shows organized in mega cities & other cities.

14.3.4 The team shall be responsible for holding at least 10 meetings in a week consisting 10 members in each meeting with TA/TOs/ Stakeholders/ Hoteliers/ Transporters/ DMCs / Institutions/ Corporate/ Club/ Travel Trade and other Association on regular basis & provide them information about Madhya Pradesh's tourist destinations, events, fairs & festivals & investment/film shooting opportunities and prepare a detailed report consisting their Names/Mob No. / Profile/Designation/Email-id etc. and submit to MPTB.

14.3.5 Prepare data base of the TA/TOs/ Transport operators etc.

14.3.6 Media Tracking- Print and electronic coverage.

14.3.7 Encourage investment in Hospitality sector by providing information on policy & Schemes of the tourism department.

14.3.8 Planning and organizing press conferences and media meets for spreading information about potential of the tourism in M.P. (one meeting in a week)

14.3.9 PR Related activities shall be done on a regular basis by representative of the agency liaising with administration, Media, Pre and Post event coverage of events

14.3.10 Enhance visibility and awareness through unpaid means of communication. (2 posts in a week) preparing & dissemination of press release/ stories and briefs on major initiatives/achievements/programmes/events.

- 14.3.11 Team will make segment wise presentation to the TA/TOs/Transporters/stake holder/ DMCs / Institutions/ Corporate/ Club/ Travel Trade and other Association and Youth Clubs of schools& collages.
- 14.3.12 Encourage/motivate film shooting in the state by providing information of film tourism policy and subsidies to film makers.
- 14.3.13 Data collection of tourist footfall to MP
- 14.3.14 Team -C will report & submit all the report of work done to Team A.
- 14.3.15 Team-C will be deployed at the following Marketing Office of MPSTDC

S.NO	MPSTDC-Marketing Offices
1	Marketing Office, Ahmedabad
2	Marketing Office, Nagpur
3	Marketing Office, Hyderabad
4	Marketing Office, Kolkata
5	Marketing Office, Mumbai
6	Marketing Office, New Delhi

14.4 Other Key Task for which the payment will be made by MPTB as per actual basis.

- 14.4.1 Identification & Hiring of Venue
- 14.4.2 Negotiation with the Venue Provider and facilitate in contract signing between the MP Tourism Department and the Venue Provider.
- 14.4.3 Food and Beverages arrangements
- 14.4.4 Fabrication, printing & mounting of backdrop, standee, Audio Visual Arrangements such as projector, LED, mike etc. during the roadshow.
- 14.4.5 Arrangements of appropriate table space for 15-20 Co-exhibitors of Madhya Pradesh Tourism.
- 14.4.6 Name boards for each co-exhibitor is to be provided.
- 14.4.7 Organize all logistical arrangements like accommodation, air travel, local transportation, etc. for Madhya Pradesh Tourism officials.
- 14.4.8 Transportation of Publicity Materials, stand/stall etc.
- 14.4.9 Preparation and distribution of Press Kits for the media attending the event. Press kit will be approved by MPTB.

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

a) **List of Mega Cities:**

1. Delhi	5. Kolkata
2. Mumbai	6. Bengaluru
3. Hyderabad	7. Chennai
4. Pune	8. Ahmedabad

b) **List of Other Cities:**

(1)	(2)	(3)	(4)	(5)
Lucknow Varanasi Kanpur Prayagraj Agra	Nagpur Aurangabad Nashik Raipur Bhuvneshwar	Visakhapatnam- Vizag Madurai Coimbatore	Jaipur Chandigarh	Surat Rajkot

15.Travel Guidelines

The objective of this guideline is to facilitate uniform and consistent practise with regard to official travel.

All official travel should be approved by the Deputy Director Events & Marketing, MPTB.

All expenditure incurred while on tour shall be limited to the entitlement; limits as defined in the MPTB TA rules, in case of any deviation the team member shall obtain special approval in writing from the MD, MPTB.

16.Approval Process for deliverables

The teams need to follow the approval process for any deliverable (event/road show planning/ content/ reports/ media plan etc.) submitted to MPTB from time to time. The payment to the agency would be held if any deliverable has been published without the approval of competent authority from MPTB.

17.Team Composition

The agency shall form different teams for undertaking this assignment. The teams shall consist of experts who have the requisite qualifications and experience. The agency shall be responsible for the deployment of following manpower in required number and other paraphernalia required for them to execute the following job description. Further, the team given below is as per minimum requirement, MPTB may ask for additional manpower if required for the assignment.

Manpower Category	No of Resources
PR & Tourism Consultant team at MPTB (Team-A)	02
PR & Tourism executives Team for District/Regional Offices (Team-B)	12
PR & Tourism executive Team for MPSTDC MOs out of the state (Team-C)	06
Total	20

Note:

MPTB may ask the bidders for the followings during bid evaluation:

- a) Interview of the proposed candidates as deemed fit.
- b) Bidder needs to deploy the same resources as proposed in the bid and interviewed by MPTB. Any replacement will attract penalty as per SLA

17.1 Proposed Team:

S. No	Team	Role/Experts	Qualification & Certifications required	Professional Experience	Job-Description	No of Resources
1	A	PR Management Team at MPTB (Team-A) Post: -PR consultant.	Master degree in mass communication/ journalism & similar field of Strategic Communication/ Business Administration	At least 5+ years of relevant and varying experience	Shall be responsible for Media Management. Should have expertise in managing media relations and have expertise on conceptualization, design and writing advertorials. Should have proven track in supervising diverse team, coordinating with multiple stakeholders and deliver quality assignments within strict timelines. (Detailed description of responsibilities given on page no 22 to 24)	01
		PR Management Team at MPTB (Team-A) Post- Tourism Consultant	M.B.A in Tourism		Shall be responsible for coordination with TA/TOs/DMCs during Events/Exhibition/Roadshow, and for promotion of the state, Inviting TA/TOs, Sending Email and get confirmation from them. (Detailed description of responsibilities given on page no 22 to 24)	01
2	B	PR Management Team at District/Regional Offices (Team-B) Post: PR & Tourism Executive	Bachelor degree in mass communication/ journalism & similar field of Strategic Communication/ Business Administration / Tourism	At least 3+ years of relevant experience	Should have expertise in planning workshops/trainings/Meetings /Events at district level. Coordination with government officials & NGO's. Good in proposal making, project reports. (Detailed description of responsibilities given on page no 24 & 26)	12
3	C	PR Management Team for MPSTDC MOs (Team-C) Post: PR & Tourism Executive Executive	Bachelor degree in mass communication/ journalism & similar field of Strategic Communication /Business Administration /Tourism	At least 3+ years of relevant experience	Shall be responsible for coordination with media & TA/TOs/DMCs of the region during Events/Exhibition/Roadshow, and for promotion of the state, Inviting Media &TA/TOs, Sending Email and get confirmation from them. Press release & news in print & electronics media. Organising media briefs and TA/TOs Meeting, suggestion of Hoarding Location (Detailed description of responsibilities given on page no 25 to 27)	06

18. Service Level Agreement, Timelines & Penalties

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the agency to the Madhya Pradesh Tourism Board for the duration of the contract against the stated scope of work. MPTB shall regularly review the performance of the services being provided by the agency and the effectiveness of this SLA. The decision of MPTB shall be binding in this regard.

The deliverables of Reports and their frequencies and format will be finalised in consultation with the MPTB after issuing LOI to successful bidders and the agency on signing of the LOI. Agency would be bound by the deliverable timelines and would be submitting monthly update on the progress of the project with MPTB along with monthly invoice.

18.1 Deployment activities, timelines & penalties:

S. No	Activities	Time Lines	Penalty beyond timelines
1.	Submission of Project Plan to MPTB.	Start of Engagement (T)+ 30 Days	Penalty of 2 % of the annual contract value for delay of every week up to four weeks.
2.	Appointment of Key resources and qualified manpower at Bhopal & Other Locations as per the RFP	(T)+30 Days	Penalty of 5% of the monthly fee value of each non-deployed/delayed resource for delay

18.2 Resources timelines & penalties

Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, MPTB shall without prejudice to its other remedies under the contract may levy following penalties:

- a) Resource replacement - If the resource proposed by the bidder in their bid proposal is replaced during joining, MPTB may impose penalty to agency @ Rs. 50,000 Per resource for replacement. MPTB would conduct an interview of the proposed resource with an equivalent or higher qualification and experience, any replacement would be allowed once candidate is found suitable in the interview.
- b) Shortfall of attendance of resources deployed -If a key resource is absent for 3 consecutive working days without any prior notice & approval, Penalty of Rs. 5,000 per day per resource absent may be levied.
- c) The deployed key resources should not be engaged in any activity other than the current assignment. If it is found that a deployed consultant is/are working in any other project, penalty to agency @ Rs. 50,000 Per resource may be imposed.

Notes:

1. If the delay in deployment is beyond the timelines as per above, and no extension of time is given by the Department, the contract may be terminated and the PBG shall be forfeited.
2. It is clarified here that if the delay in deployment of resources is on the request of the Department then, no penalty shall be imposed on the bidder for that time period.

3. MPTB holds the right to increase or decrease the number of resources at any time during contract period with the same approved rates.
4. MPTB holds the right to remove/ replace any resource if their performance is not found satisfactory.
5. Agency needs to provide a laptop and other gadgets required for easy and smooth work of representative.
6. The team shall work in tandem.

19.Operational activities, timelines & penalties:

19.1 PR Management Team at MPTB (Team-A)

S.No	Activities	Time Lines	Penalty/Withholding
1.	Advertorials content for Mainline Magazines/Newspapers.	As per the given timelines & frequency of assignment by MPTB.	3.0% of Team-A monthly invoice value per month (as applicable) of agreed timeline
2.	Advertorials content for Travel trade Magazines	As per the given timelines & frequency of assignment by MPTB.	2.0% of Team-A monthly invoice value per month (as applicable) of agreed timeline
3.	Media Planning	As per the given timelines of assignment by MPTB.	0.05% of Team-A monthly invoice value per day (as applicable) of agreed timeline.
4.	Communication with TA/TOs/Hoteliers/ Transporters/ DMCs	As per the given timelines of assignment by MPTB.	0.05% of Team-A monthly invoice value.
5.	Creation of packaged Itinerary and trails	As per the given timelines & frequency of assignment by MPTB.	0.05% of Team-A quarterly invoice value per activities not done maximum up to 5 activities per annum
6	Creation of thematic backdrops	As per the given timelines & frequency of assignment by MPTB	0.05% of Team-A quarterly invoice value per activities not done maximum up to 5 activities per annum
7	Organizing all logistical arrangements	As per the given timelines & frequency of assignment by MPTB	0.05% of Team-A quarterly invoice value per activities not done maximum up to 5 activities per annum

8.	Quality of the above activities	A competent authority from MPTB will assess the quality of the activities, if quality of activities is not found satisfactory, penalty would be imposed	0.05% of Team-A quarterly invoice value per activities/ event/ deliverables/ report maximum up to 10 deliverables/ reports per annum
9.	Daily Reports	(Daily delivery at a fixed time). With a deviation of delay permitted of 1 Hour.	0.01% of Team-A monthly invoice value per hour maximum up to 3 hours
10	Monthly Report	With a deviation of delay permitted of 3 Days	0.01% of Team-A monthly invoice value per day maximum up to 5 days
11.	Quarterly and Half Yearly Report	With a deviation of delay permitted of 7 Days	0.01% of Team-A monthly invoice value per day maximum up to 10 days
12.	Yearly Report	With a deviation of delay permitted of 9 Days	0.01% of Team-A monthly invoice value per day maximum up to 15 days

19.2 PR Management Team at District/Regional (Team-B)

S.No	Activities	Time Lines	Penalty/Withholding
1.	Proposal making	As per the given timelines of assignment by MPTB.	2% of Team-B monthly invoice value per day (as applicable) of agreed timeline.
2.	Preparing training programs	As per the given timelines of assignment by MPTB.	2% of Team-B monthly invoice value per day (as applicable) of agreed timeline.
3.	Co-ordination with district officials	As per the given timelines of assignment by MPTB.	1% of Team-B monthly invoice value per day (as applicable) of agreed timeline.
4.	Checking necessary facilities and reporting to the competent authority	As per the given timelines by MPTB.	1% of Team-B monthly invoice value per day maximum up to 2 days
5.	Monthly Report	With a deviation of delay permitted of 3 Days	1% of Team-B monthly invoice value per day maximum up to 5 days

6.	Quality of the above deliverables/ reports	A competent authority from MPTB will assess the quality of the deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	1% of Team-B quarterly invoice value per deliverables/ report maximum up to 25 deliverables/ reports per annum
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19.3 PR Management Team at MPSTDC MOs (Team-C)

S.No	Activities	Time Lines	Penalty/Withholding
1.	Media planning and Management	As per the given timelines of assignment by MPTB.	1% of Team-C monthly invoice value per day (as applicable) of agreed timeline.
2.	Co-ordination during events/road shows	As per the given timelines of assignment by MPTB.	2% of Team-C monthly invoice value per day (as applicable) of agreed timeline.
3.	Co-ordination with the Regional/National Level TA/TOs/Stakeholders/ Hoteliers/ Transporters/	As per the given timelines of assignment by MPTB.	1% of Team-C monthly invoice value per day (as applicable) of agreed timeline.
4.	Monthly Report	With a deviation of delay permitted of 3 Days	1% of Team-C monthly invoice value per day maximum up to 5 days
5.	Quality of the above deliverables/ reports	A competent authority from MPTB will assess the quality of the deliverables/ reports, if quality of deliverables/ report is not found satisfactory, penalty would be imposed	1% of Team-C quarterly invoice value per deliverables/ report maximum up to 25 deliverables/ reports per annum

Notes:

1. Baseline (T) starts from the date of signing the contract between Bidder and MPTB. T+30 is considered for 3 years' agreement period. These 30 days are for deployment of teams.

2. The SLA monitoring shall be the responsibility of the successful agency and the SLA compliance report shall be submitted by the successful agency along with the monthly invoices.
3. The Penalty shall be calculated on a Monthly / Quarterly basis as the case may be.
4. Any delay beyond maximum penalty allowed may lead to termination of the contract and encashment of Performance Guarantee at the discretion of MPTB.
5. The total amount of penalty shall not exceed 10% of total annual contract value, in such case the agreement is liable to be terminated and the performance guarantee may be forfeited.
6. For administrative delays or any such reason, the timelines can be extended with or without penalties at the discretion of MPTB.
7. The penalties and/or withholding amounts will be jointly baseline/agreed at the start of the engagement and during regular intervals.

20. Payment Terms

- a. All payments to the Agency shall be made in INR in accordance with the provisions of this RFP.
- b. The payment will be based on rates finalized for the award of contract to the successful Firm.
- c. The rates quoted in Financial bid are for 36 months, thus the payment to the selected agency would be payable monthly by dividing the total amount in 36 equal monthly installments and as per the actual deployment of the resources in Bhopal and at required offices as per RFP.
- d. Given that nature of the assignment, the bidders are expected to ensure quality of resources and services to be deployed for this assignment and hence the financial proposal should represent the required quality. Therefore, to ensure consistency, any financial proposal which is 30% above or below MPTB's internal estimates will be rejected and authority's decision in this regard will be considered final.
- e. Invoices will have to be raised to MPTB on monthly basis with the relevant document proofs on first week of start of every month.
- f. The GST would be paid at the prevalent rates on actual.
- g. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document.
- h. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- i. No Interest shall be paid on delayed payments.
- j. Time sheet for all team with the bills.

21. Fraud and Corrupt Practices

- a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the MPTB shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice,

coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the MPTB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- b. Without prejudice to the rights of the MPTB under Clause above and the rights and remedies which the MPTB may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the MPTB during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the MPTB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

22. Conflict of Interest

- a. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. a bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - ii. a bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (i) above; or
 - iii. a bidder lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- b. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MPTB shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the MPTB for, inter alia, the time, cost and effort of the MPTB including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the MPTB hereunder or otherwise.
- c. The MPTB requires that the Implementation Agency provides solutions which at all times hold the MPTB’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other MPTBs, or that may place it in a position of not being able to carry out the assignment in the best interests of the MPTB.

23. Period of Contract

Contract will be signed with the successful bidder for a period of **three years** (36 months). Contract period may be extended by further **02 years** on mutual terms & conditions based on performance of the agency and at the sole discretion of MPTB. Terms and Conditions will remain same as per the RFP, however, a one-time rate increase of 10% of total yearly contract value after completion of 3 years.

The period of three years of agreement would start from the 30th day of signing of agreement (T+30). These 30 days would be considered as the deployment period to execute the agreement.

24. General Terms and Conditions of Tender & Contract

Proposers should read these conditions carefully and comply strictly while sending their bids. The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the MPTB and get clarifications.

24.1 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

24.2 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Madhya Pradesh State.

24.3 Selected Proposer's Responsibilities

The selected agency shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

24.5 Recoveries from selected agency

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with MPTB.
- c) The balance, if any, shall be demanded from the selected agency and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

24.6 Taxes & Duties

- a) GST, if applicable, shall be paid by the MPTB separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer in India, the MPTB shall use its best efforts to enable the successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

24.7 Copyright

The copyright in all materials containing data and information furnished to the MPTB by the selected agency herein shall remain vested with the MPTB, or, if they are furnished to the MPTB directly or through the selected agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

24.8 Confidential Information

The RFP contains information proprietary to MPTB. MPTB requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of MPTB. MPTB will not return the bids/responses to the RFP received. The information provided by the bidder(s) will be held in confidence and will be used for the sole purpose of evaluation of bids.

24.9 Notices

- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

To,
The Managing Director,
Madhya Pradesh Tourism Board,
6th Floor Lily trade wings, Jahangir bad,
BHOPAL - 462008
Ph: 0755-2780600

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- c) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

25. Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

26. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall

not apply to any obligation of the empaneled agency to pay liquidated damages to the MPTB; and

- b) The aggregate liability of the selected proposer to the MPTB, whether under the Contract, in offence, or otherwise, shall not exceed the amount specified in the Contract.
- c) The maximum aggregate liability of bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

27. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Client shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Client under the contract and law.

28. Force Majeure

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions during pandemics and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify MPTB in writing of such conditions and the cause thereof. Unless otherwise directed by MPTB in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Termination

29.1 Termination for Default

MPTB may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the MPTB pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that MPTB terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems

appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay MPTB for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

29.2 Termination for Insolvency

MPTB may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPTB.

29.3 Termination for Convenience

MPTB, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MPTB's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MPTB.

29.4 Settlement of Disputes

If any dispute of any kind whatsoever arises between MPTB and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If still unresolved then the dispute would be resolved as per MP Madhyastham Adhikaran Adhiniyam, 1983. Arbitration proceedings and the award shall be made in English language. The place of arbitration shall be Bhopal and all legal disputes are subject to the jurisdiction of courts at Bhopal and following are agreed:

- a. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- b. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue this Agreement.

30. Representations and Warranties

30.1 Representations and warranties of the Implementation Agency

The Implementation Agency represents and warrants to the MPTB or its nominated agencies that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;

- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of the RFP;
- (e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to MPTB's normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the Implementation Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to MPTB or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of MPTB or its nominated agencies in connection therewith.

30.2 Representations and warranties of the MPTB or its nominated agencies

MPTB or its nominated agencies represent and warrant to the Implementation Agency that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the MPTB or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects;
- (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) Upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

31. Obligations

31.1 Obligations of the Selected Agency

- (a) It shall provide to the MPTB or its nominated agencies, the Deliverables as set out in this RFP.
- (b) It shall perform the Services as set out in this RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by

this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

- (c) It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.

31.2 Obligations of the MPTB or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the MPTB or its nominated agencies under this Agreement, the MPTB or its nominated agencies shall perform the following:

- (a) To provide any support to the resources of the agency to execute the agreement.
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) MPTB shall provide the data (including in electronic form wherever available) if required for the project execution.
- (d) To authorize the Implementation Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

32. Exit Management

The Implementation Agency shall provide the MPTB or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. plans for the communication with such of the Implementation Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the MPTB's operations as a result of undertaking the transfer;
- iii. (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by MPTB and identification of specific security tasks necessary at termination;
- iv. Plans for provision of contingent support to MPTB, and Replacement Implementation Agency for a reasonable period after transfer.

The Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

Each Exit Management Plan shall be presented by the Implementation Agency to and approved by the MPTB or its nominated agencies.

The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.

In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the MPTB or its nominated agencies within 90 days from the Effective Date of this Agreement

32.1 Other conditions

1. The Successful bidder shall bear the expenses regarding delivery of services.
2. The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
3. The Successful bidder shall execute the whole work in strict accordance with guidelines of MPTB.
4. MPTB shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, such alterations shall not invalidate the contract, and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by MPTB.
5. Any publicity by the bidder in which the name of the MPTB is to be used should be done only with the explicit written permission of the MPTB.

33.Substitution of Key Personnel

The MPTB will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will only be permitted if the Key Personnel is not available for reasons of any incapacity due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the MPTB.

34. Annexure

Annexure-1: Pre-Bid Queries format

{To be filled by the bidder in Excel only}

Name of the Company/Firm:

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

Sr. No	RFP Page No.	RFP No.	Clause	Clause Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by MPTB.

Pre-Proposals queries should be sent at the e-mail address marketing.mptb@mp.gov.in mentioned in the RFP.

Annexure-2: Covering Letter

{To be submitted on the letter head of the bidder}

To,
The Managing Director,
Madhya Pradesh Tourism Board,
BHOPAL - 462008

Dear Sir/Madam,

We, the undersigned, offer RFP for Selection of an Agency for PR Management & National Marketing in accordance with your RFP and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the MPTB.
- b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- c) Our Proposal is binding upon us and subject to any modifications/ amendments MPTB made before the date of submission.
- d) Our Firm /Company do not face any sanction or any pending disciplinary action from any authority against our Firm /Company.
- e) We understand that the MPTB is not bound to accept any Proposal that the MPTB receives.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

Annexure-3: Checklist for Eligibility / Qualification Criteria Compliance

S. No.	Eligibility / Qualification Criteria	Documents to be Provided	Compliance (Yes/No)	Reference Document Page Number
1.	<<PQ Criteria 1>>	<<Documents as per PQ Criteria 1>>		
2.	<<PQ Criteria 2>>	<<Documents as per PQ Criteria 2>>		
3.				
4.				
5.				
6.				

Annexure-4: Technical Compliance - Curriculum Vitae of Key Personnel:

The prescribed format for the CV is provided below.

1. Position in the Proposed project (describe degree of responsibility also)
2. Name of the Staff
3. Designation
4. Name and address of the firm presently employed, if any
5. Years with the firm
6. Qualifications (Technical and General)
7. Membership in professional bodies
8. Relevant Projects (No. of projects & client)
9. Relevant Experience
 - i. Project Management/ Stated Domain
 - ii. Working with State/ Central Governments
10. Employment record with other firms
11. Any other relevant information as required for RFP proposal

The formats provided shall be signed by the proposed Key Personnel and by an authorized official of the Firm.

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of MPTB.

Name & signature of the authorized signatory

Annexure-5: Project Details Template

Project Details (To be filled for each Project)

S.No	Item	Details
1.	Name of the project/ Client	
2.	Nature of Work	
3.	Work Order / Contract No.	
4.	Contract Value (In Lakhs)	
5.	Client Details (with mobile numbers & email address of issuing authorities)	
6.	Name, Title & Address of the Client who can be contacted	
7.	Status of the Project (Running/ Completed/ Closed)	

Annexure-6: Firm/ Company Information

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Madhya Pradesh, if any)	
3	Phone No. and email ID	
4	Registered Headquarters Address	
5	Phone No. and email ID	
6	Web Site Address	
7	Details of Firm's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EFP/ESI registration Number	
11	Goods and Service Tax (GST) Registration No.	
12	Permanent Account Number (PAN)	
13	Any other....	

Note: Separate sheets may be attached wherever necessary

Annexure-7: Contact Details of officials for correspondence during bid process:

<<On letterhead of Company>>

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

Annexure 8.

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

S.no.	Name of Mainline Magazine	Publishers	Circulation (In no.)	Circulation (By Area)	Other relevant Details
Three National Magazine					
1					
2					
3					
Five regional magazines					
1					
2					
3					
4					
5					

Annexure 8

B. List of Mainline Travel Trade Related Magazines where advertorial is planned / proposed

S.no.	Name of Mainline Travel related Magazines	Publishers	Circulation (In no.)	Circulation	Other Relevant Details
				(By Area)	
Three National Magazine					
1					
2					
3					
Five regional magazines					
1					
2					
3					
4					
5					

FOR AND ON BEHALF OF _____

SIGNATURE _____

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Annexure-9: Financial Bid Format

{To be submitted by the proposer in financial bid folder only (excel file) as per the format available on MP Tenders Portal}

To,
The Managing Director,
Madhya Pradesh Tourism Board,
BHOPAL - 462008

Dated:

Sub: Financial Bid for Selection of an Agency for PR Management & National Marketing.

Ref: NIT dated: _____

Dear Sir,

We, the undersigned proposer, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

We submit herewith the Financial Bid (fees) for the assignment proposed by MPTB:

Sl. No.	Particulars	Description	For I. Manpower- total cost per manpower per month and for II. Advertorial- total cost per month for all advertorials In Figures To be entered by the Bidder Rs. P	Total effort in manpower (months)	no. of resources/manpower	Units	TOTAL AMOUNT Without Taxes
1	2	3	4	5	6	7	8
1	I- Manpower						
1.01	Team A	PR & Tourism Consultant		12	2	Nos	
1.02	Team B	PR & Tourism Executives Regional		12	12	Nos	
1.03	Team C	PR & Tourism Executives		12	6	Nos	
2	II-Advertorial						
2.01	As per point no. 14.1.4 & Annexure 8-A.	Please quote per month lumpsum cost in column no. 4 for Advertorial in 8 Mainline Magazines (Three National and Five Regional Magazines)		12	1	Nos	
2.02	As per point no. 14.1.5 & Annexure 8-B.	Please quote per month lumpsum cost in column no. 4 for Advertorial in 8 in Travel & Trade Magazines (Three National and Five Regional Magazines)		12	1	Nos	
Total in Figures							

Note: - Financial bid should be submitted only in B.O.Q (excel sheet). It should not be submitted in the technical bid. If you do so then your bid will be rejected.

Terms & Conditions: -

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.
2. The rates quoted would remain fixed for the entire contract period.
3. NIL Value quoted against any value above shall lead to rejection of bid.
4. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

Address:

Contact information (phone and e-mail):

Date & Time: _____

Place: _____

Annexure-10: Self-Declaration

{To be submitted on the letter head of the bidder}

To,
The Managing Director,
Madhya Pradesh Tourism Board,
BHOPAL – 462008

Dated:

In response to the RFP dated _____ for Selection of an Agency for PR Management & Content Creation, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/
We hereby declare that presently our Company/ firm _____, at the time of bidding,

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the MPTB;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- e) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- f) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- g) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,
Authorized Signature {In full and initials with Seal}:
Name and Title of Signatory:
Name of Bidder (Firm/ Company's name):
In the capacity of:
Address:
Contact information (phone and e-mail):
Date & Time: _____
Place: _____

Annexure-11: Performance Bank Guarantee

To,

The Managing Director
Madhya Pradesh Tourism Board
Bhopal

In consideration of Managing Director, Madhya Pradesh Tourism Board acting on behalf of the Government of Madhya Pradesh (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....., having its office at (hereinafter referred as the "agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees.....), (hereinafter referred to as the "Agreement") Agency Services for National Marketing & PR and the Agency representative having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "Bank") at the request of the Agency representative do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency representative of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency representative of any of the terms or conditions contained in the said Agreement or by reason of the Agency representative's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency representative in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency representative shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency representative and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency representative from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency representative and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency representative or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency representative (s)

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20**

(Signature, name and designation of the authorised signatory)

NOTES:

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

Annexure-12: Master Service Agreement

THIS AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

----- having its office at -----
 ----- India hereinafter referred to as ‘MPTB’ or ‘-----
 ---’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns); of the **FIRST PART**;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘the Implementation Agency/IA’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the **SECOND PART**.

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’

WHEREAS:

1. MPTB is desirous to implement the project of e-Governance for <Insert the type of project>.
2. In furtherance of the same, MPTB under took the selection of a suitable Implementation Agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***>.
3. The successful bidder has been selected as the Implementation Agency on the basis of the bid response set out as Annexure of this Agreement, to undertake the Project of the development and implementation of the solution, its rollout and sustained operations.

NOWTHEREFORE, inconsideration of the mutual covenants, promises, assurances, representation MPTB visions set for therein, the Parties here to agree as follows:

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

S. No	Document
1	RFP dated <***>>> issued by MPTB for <<Name of RFP>> along with Schedules and Annexures;
2	All the subsequently issued corrigendum/ addendum
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Successful

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	Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchased on <<date>> to the Successful Bidder.

3. In consideration of the Payments to be made by MPTB to Service Provider as per the terms of RFP, Service Provider hereby covenants with MPTB to provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.
4. MPTB hereby covenants to pay Service Provider in consideration of the provisions of the goods and services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

Signature on behalf of the <<MPTB>>

(_____)

Name:

Designation:

Signature on behalf of <<Successful Bidder>>

(_____)

Name:

Designation:

DATE:

WITNESSED BY:
Signature

Name

Address

- 1.
- 2.

Annexure 13: Non- Disclosure Agreement

THIS AGREEMENT is made on the**BETWEEN:**

- (1)<<name of the department/Corporation/ Agency>>a<<type of organization>>having its registered office at (herein after referred to as "**Disclosing Party**" which expressions shall unless repugnant to the context include its successors and assigns), and
- (2)<<name of the Service Provider Agency>> a <<type of organization>>having its registered office at, hereinafter referred to as "**Receiving Party**", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "**Parties**".

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated for<<name of the project>>.

NOW IT IS HEREBY AGREED as follows:-

I. Confidential Information

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to<<name of the project>> Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. Not Within Definition

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

III. Obligation of Confidentiality

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- iii. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- iv. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- v. To furnish the details including names and phone numbers of persons (Project Manager/ TL/ DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- vi. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from the ACS/ PS/ Secretary, <<Name of Department>> Government of Madhya Pradesh or any other Person specifically authorized in this regard to do so.
- vii. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- viii. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- ix. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- x. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- xi. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

IV. Property of the Parties

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

V. Reporting Unauthorized Disclosure or Misuse of Confidential Information

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

VI. Losses

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

VII. Remedies

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

VIII. Notices

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

IX. Term & Termination

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signature on behalf of the
<<name of the department/Corporation/ Agency>> **(Disclosing Party)**

(_____)

Name:
Designation:

Signature on behalf of<<name of the Service Provider Agency>> **(Receiving Party)**

(_____)

Name:
Designation:
DATE:

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WITNESSED BY:

Name

Address

Signature

1.

2.