



Request for Proposal
For Selection of
State Level Event Management Service Provider Firm
For
MADHYA PRADESH MADHYAM

(A Govt. of M.P. Undertaking - Under the Department of Public Relations,
Government of Madhya Pradesh-Bhopal)

Address : 40, Administrative Zone, Arera Hills, Bhopal (M.P.) - 462011
Telephone No. : 0755-2551330, 4281330

Earnest Money Deposit (EMD)	: Rs. 5 Lacs
RFP Start Date	: 07.05.2015, 12.00 Hrs.
Pre-Proposal Conference Date and Time	: 22.05.2015, 11.30 Hrs.
RFP End Date	: 19.06.2015, 17.30 Hrs.
RFP Submission End Date	: 22.06.2015, 15.00 Hrs.
Mandatory Submission (Envelope A) Open Date	: 22.06.2015, 15.30 Hrs.

**Earnest Money Deposit (EMD) should be submitted only
online.**

**For any queries please contact eproc helpdesk number : 18002588684,
email id : eproc_helpdesk@mpsdc.gov.in**

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam (“the Authority”) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Request for Proposal (RFP) and such other terms and conditions subject to which such information is provided.

This Request for Proposal (RFP) is not an agreement or an offer by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to the prospective Applicants or any other person. The purpose of this Request for Proposal (RFP) is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Request for Proposal (RFP). This Request for Proposal (RFP) includes statements, which reflect various assumptions and assessments arrived at by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Request for Proposal (RFP) may not be appropriate for all persons, and it is not possible for the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Request for Proposal (RFP). The assumptions, assessments, statements and information contained in this Request for Proposal (RFP), may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Request for Proposal (RFP) and obtain independent advice from appropriate sources.

Information provided in this Request for Proposal (RFP) to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this Request for Proposal (RFP).

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Request for Proposal (RFP).

The issue of this Request for Proposal (RFP) does not imply that the Managing Director, Madhya Pradesh Madhyam is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Managing Director, Madhya Pradesh Madhyam reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Abbreviations

BG	Bank Guarantee
CBI	Central Bureau of Investigation
CV	Curriculum Vitae
DG	Diesel Generator
EMD	Earnest Money Deposit
GoI	Government of India
GoMP	Government of Madhya Pradesh
LOA	Letter of Award
MD	Managing Director
NOC	No Objection Certificate
PBG	Performance Bank Guarantee
PDD	Proposal Due Date
RFP	Request For Proposal
SoW	Scope of Work
SPG	Special Protection Group

TEC	Technical Evaluation Committee
TOR	Terms of Reference
VIP	Very Important Person

1. Introduction

1.1. Background

The Government of Madhya Pradesh, during the last decade, has played a proactive role in initiating and implementing multiple people centric welfare schemes and social programs. The state government intends to increase visibility and further publicise various proactive initiatives undertaken by the various departments amongst various stakeholders like government departments and its employees, citizens of the state and for various existing and upcoming industries in the state. Madhya Pradesh is culturally one of the most dynamic states in India, in terms of richness and diversity it is considered as home to cultural heritage of Hinduism, Buddhism, Jainism and Islam. The geographic location of state with state of the art infrastructure i.e. airport, highways and railway network makes it amongst most favourable destination to global explorers and some of the regional events grabbing global attention has convinced the state government to ensure smooth conduct of the various events organised across the state in a highly professional manner, for the same state government proposes to engage State Level Event Management Services of repute.

- 1.1.1. In pursuance of the above, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam has decided to seek the services of a qualified State Level Event Management Services for state wide events on various public initiatives of Madhya Pradesh Government. The Terms of Reference (the “TOR”) and the scope of the Consultancy for this assignment are specified below.**
- 1.1.2. With a view to inviting bids for the purpose, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam intends to select the successful bidder through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the work contract to be entered into between the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the successful bidder in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).**
- 1.1.3. The successful bidder shall assist Madhya Pradesh Madhyam in arranging and providing logistic related support to government officials and dignitaries in accordance with the Terms of Reference (TOR).**
- 1.1.4. The successful bidder shall be responsible for preparing the relevant documents of the Project referred to in this Terms of Reference (TOR) (the “Documents”).**
- 1.1.5. The successful bidder shall also participate in all the relevant meetings to assist the**

Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in evaluation and drafting of the Documents.

1.1.6. The successful bidder shall make available the Key Personnel and other Experts in accordance with the Terms of Reference (TOR).

1.2. Definitions

In this document, unless otherwise mentioned or expressed clearly, the terms Bidder would have meaning as given below:

1.2.1. "Bidder" The Company who buys the Request for Proposal (RFP) document, signs and submits the Request for Proposal (RFP) document and Bids for the contract and / or awarded the Contract "Selection of State Event Management Services Partner".

1.2.2. "Committee" means Committee constituted by Madhya Pradesh Madhyam in relation to this Process by whatever name and includes Madhya Pradesh Madhyam's officials. Technical Committee and Central Purchase Committee as appointed by the Managing Director, Madhya Pradesh Madhyam for the purpose of processing this Request for Proposal (RFP).

1.2.3. "Authority" means Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, Madhya Pradesh, Bhopal or any officer nominated by them.

1.2.4. "Contract" means the Agreement entered into between the Madhya Pradesh Madhyam and the "Vendor" as recorded in the Contract form signed by the Managing Director, Madhya Pradesh Madhyam and the "Vendor" including all attachments and Appendix/ Annexes thereto, the Request for Proposal (RFP) and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

1.2.5. "Effective Date" means the date on which the Contract is signed and executed by the Madhya Pradesh Madhyam and successful bidder.

1.2.6. 'Eligible Assignment' means assignments that are relating to either cultural events or business events undertaken by the bidder.

1.2.7. 'Expert' / 'Resource' means the event management personnel proposed or deployed for the project.

1.2.8. "Penalty" means the financial deduction imposed Violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this Request for Proposal (RFP).

- 1.2.9. **“Purchaser”** Purchaser means Madhya Pradesh Madhyam. The Managing Director, Madhya Pradesh Madhyam, Bhopal shall be authorized person to act on behalf of Madhya Pradesh Madhyam in reference to this Request for Proposal (RFP).
- 1.2.10. **“Performance Bank Guarantee (PBG)”** Means Unconditional Irrevocable Bank Guarantee from a Nationalized Bank valid till completion of exit management being approved by Madhya Pradesh Madhyam. This time period comprises of 180 days in addition to project expiry period as per contract signed/executed between successful bidder and Madhya Pradesh Madhyam.
- 1.2.11. **“Successful Bidder”** The bidder/Company who buys the Request for Proposal (RFP) document, signs and submits the Request for Proposal (RFP) document and Bids for the contract and is awarded the Contract **“Selection of State Event Management Services Partner”**.
- 1.2.12. **“Vendor /Supplier/Service provider”**: means the Bidder who has been declared the Successful Bidder (Bidder) and has been offered to enter into the Agreement with **“the purchaser”** and who has entered into the Agreement to execute the work and services within the scope of this Request for Proposal (RFP).

1.3. Request for Proposal

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam invites proposals from interested bidders (the **“Proposals”**) for selection of a State Level Event Management Services.

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam intends to select the State Level Event Management Service Provider Firm through an open competitive bidding process in accordance with the procedure set out herein.

1.4. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Project site, sending written queries to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.5. Sale of Request for Proposal (RFP) Document

The Request for Proposal (RFP) can be downloaded free of cost from the Official Website of the Commissioner, Public Relations i.e., www.mpinfo.org or Managing Director, Madhya Pradesh Madhyam i.e., www.mpmadhyam.in

1.6. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.7. Brief description of the Selection Process

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in [Clause 3.1](#). Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in [Clause 3.2](#).

In the second stage, a financial evaluation will be carried out as specified in [Clause 3.3](#). Proposals will finally be ranked according to their combined technical and financial scores as specified in [Clause 3.3](#). The first ranked Applicant (the “Successful Bidder”) shall be issued the Letter of Award (LOA) and subsequently signing the contract.

1.8. Currency conversion rate and payment

1.7.1. For the purposes of technical evaluation of Applicants, [Rs. 60 (Rupees sixty)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date (PDD), and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2. All payments to the successful bidder shall be made in INR in accordance with the provisions of this Request for Proposal (RFP). The successful bidder may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the successful bidder.

1.9. Schedule of Selection Process

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/ clarifications	22.05.2015, 17.30 Hours
2.	Pre-Proposal Conference	22.05.2015, 11.30 Hours
3.	The Commissioner Public Relations, Madhya Pradesh or Managing Director, Madhya Pradesh Madhyam response to queries	22.05.2015
4.	Proposal Due Date (PDD)	19.06.2015, 15.00 Hours
5.	Technical Proposal Opening Date	22.06.2015, 15.30 Hours
6.	Financial Proposal Opening	To be communicated later
7.	Letter of Award (LOA)	To be communicated later
8.	Signing of Agreement	To be communicated later

1.10. Pre-Proposal visit and inspection of data

Prospective applicants may visit the office of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to review the available documents and data at any time prior to Proposal Due Date (PDD). For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr. Mangla Prasad Mishra

Executive Director

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Mobile : +919425029791

Landline : 0755-2764705

Fax : 0755-4228409

Mr. K.K. Tiwari

General Manager ((Project)

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Mobile : +919425625751

Landline : +91755-2551330, +91755-4281330

1.11. Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be

Date: 22.05.2015

Time: 11.30 hrs

Venue: Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Landline : +91755-2551330, +91755-4281330

1.12. Communications

1.12.1 All communications including the submission of Proposal should be addressed to :

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Landline : +91755-2551330, +91755-4281330

1.12.2 The Official Website of the Commissioner, Public Relations is www.mpinfo.org and website of the Managing Director, Madhya Pradesh Madhyam is www.mpmadhyam.in

1.12.3 e-Tendering Training & Procedure

Applicants who wish to learn about e-tendering procedure can visit to TCS office at Vth Floor, Corporate Block, DB Mall, Bhopal.

Contact Helpdesk - 18002588684

2. Instructions to applicants

2.1. Key personnel

2.1.1. The successful bidder's team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Project Director – One personnel (Full Time - Based at Bhopal)	Project Director will be the Chief Event Coordinator shall be in charge of the team. He shall be responsible for development and execution of event strategy and would be prime contact for event management related activities. He will work to manage/coordinate with external/internal stakeholders and supervise the development of the budget requirements and event execution implementation.
Event Manager– Two personnel (Full Time - Based at Bhopal)	Shall be responsible for the implementation of event specific plan and would be prime contact for government and third party relations. He will also ensure compliance to the standards and compliance to the guidelines set out by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for each event are adhered to.

Note:

- a) **The successful bidder shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.**
- b) **The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall provide the office space for the above mentioned team in Bhopal and the rent of the space provided will be borne by Madhya Pradesh Madhyam. The successful bidder shall pay for Power, water and maintenance charges.**
- c) **Payment for the Services shall be based on actual number of man days of the Key Personnel deployed by the successful bidder. A minimum of 3 key personnel (Project Director (1) and Event Manager (2) for event coordination) shall be working in this project full time and the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may request the successful bidder to increase the number of resources based on the work requirement. The payment towards deployment of additional resources shall be made in accordance with the rate card provided in the [Appendix II: Form 3](#) (Estimate of personnel costs). The rate once provided by the Successful bidder shall be valid for throughout the contract period.**
- d) **The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may increase number of personnel of any category (Project Director (1) and Event Manager (2)) and also station them at Delhi/ Mumbai/ Bangalore/ Chennai/ Kolkata & Hyderabad or any other location in the country for the project duration or for any event specific agenda. The Cost of maintaining office in Delhi/ Mumbai/ Bangalore/ Chennai/ Kolkata & Hyderabad will be borne by the bidder.**
- e) **The selected company shall function as the State Event Partner for events designated by state and its scope would be extended to provide comprehensive hand holding services, throughout the project duration through extension of its services for the aforesaid activities. The bidder shall take in to consideration the location advantages of the site and industrial developments surrounding to the areas and would attempt various cost effective development options maintaining transparency in the process.**

- f) The Proposal would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) document in order to identify the successful bidder. Upon selection, the Applicant shall be required to enter into an agreement with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.
- g) The Proposals received from eligible bidder shall be evaluated on the basis of the criteria set out in this Request for Proposal (RFP) document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this Request for Proposal (RFP) document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.
- h) At any time prior to the Proposed Due Date, may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Request for Proposal (RFP) document by the issuance of Addendum.
- i) The Proposal shall remain valid for a period not less than 90 days from the Proposal Due Date (Proposal Validity Period). The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to reject any Proposal, which does not meet this requirement.

2.2. Conditions of Eligibility of Applicants

- 2.2.1. The bidder that fulfils the following qualification criteria should be considered eligible bidder. Failure to comply with pre qualifications Criteria's shall render the bidder ineligible. The financial proposal of in-eligible bidder shall not be considered and rejected.

The Bidder should satisfy the Eligibility criteria.

S No.	Description	Proof Required
1.	The Bidder should be an organization registered in India under the companies Act 1956 or Limited Liability Partnership Act, 2008 and should be in operation in India for the past at least 10 years.	Certificate of Incorporation issued by the Registrar of Companies
2.	Average annual turnover of at least INR 5 Crore (Rupees Five crore only) from event Management Business during last three financial years (F.Y. 2011-2012, 2012-2013, 2013-2014).	Audited/ certified financial statements for 2011-2012, 2012-2013, 2013-2014.

3.	<p>Experience of working with State Government/ Central Government for contracts of minimum 12 months and Minimum of 2 such projects (with similar scope) in last 3 (three) Financial Years preceding Proposal Due Date.</p> <p>(Submission of relevant proof such as copy of work order/contract document)</p>	<p>List of clients along with contact details (name, address, telephone, email) mentioning engagement details i.e. project value, tenure, details of man power deployed, period of engagement.</p>
4.	<p>That the bidder should have presence in Delhi, Mumbai, Bangalore, Chennai, Kolkata and Hyderabad either through its own offices or representative office.</p>	<p>Self-Declaration along with details of office space i.e. Owned by the bidder or representative office (if representative office, copy of agreement between agencies).</p>
5.	<p>Earnest Money Deposit A demand draft of Rupees 5,00,000/- (Rupees Five Lakhs only) in favor of Madhya Pradesh Madhyam payable at Bhopal</p>	<p>Online</p>
6.	<p>Request for Proposal (RFP) Charges</p>	<p>Free of Cost</p>

2.2.2. Consortium is not allowed

2.2.3. The bidder should have organized at least 2 (two) ‘Events’ during the last 3 (three) Financial Years preceding Proposal Due Date. For the purpose of this Request for Proposal (RFP), Event would be deemed to include:

Sr. No.	Type of Event	Total Number of Audience
1	<p>Business Event (Events such as Seminars, workshops, conferences, exhibitions, forums, enclaves or any combination of the same related to fields of Infrastructure Sectors, financing, investments or any other similar field for a government State/Central Government or any government of foreign country) or their agencies”</p>	<p>Delegates: greater than or equal to 500 or Audience: greater than or equal to 1000</p>

2	Cultural Events	Paid Audience: greater than or equal to 200
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- 2.2.4. **Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.**
- 2.2.5. **The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date (PDD) and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from Chartered Accountants that ordinarily audits the annual accounts of the Applicant.**
- 2.2.6. **The Applicant should submit a Power of Attorney as per the format at [Form - 4 of Appendix-I](#); provided, however, such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.**
- 2.2.7. **Any entity which has been barred by the Central Government, any State Government and a statutory Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as the case may be, from participating in any project and the bar subsists as on the date of the Proposal, would not be eligible to submit the Proposal.**
- 2.2.8. **An Applicant should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.**
- 2.2.9. **While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.**

2.3. Conflict of Interest

- 2.3.1. **An Applicant shall not have a conflict of interest that may affect the Selection Process or the services (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Commissioner, Public Relations or Managing**

Director, Madhya Pradesh Madhyam shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for, *inter alia*, the time, cost and effort of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam hereunder or otherwise.

2.3.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam requires that the successful bidder provides professional, objective, and impartial services and at all times hold the Authorities interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Successful bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- I. A constituent of such Applicant is also a constituent of another Applicant; or
- II. Such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or
- III. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- IV. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- V. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Successful bidder will depend on the circumstances of each case. While providing consultancy services to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for this particular assignment, the Successful bidder shall not take up any assignment that by its nature will result in conflict with the present assignment;

2.3.4. In the event that the Successful bidder are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the Request for Proposal (RFP) applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall, upon being notified by the Successful bidder under this Clause 2.3.4, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Successful bidder within a period not exceeding 15 (fifteen) days.

2.4. Number of Proposals

No Applicant shall submit more than one Application for the Consultancy. An Applicant applying individually shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, Project site etc. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Visit to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and ascertaining for themselves the availability of documents and other data with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Applicant

2.7.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) **Made a complete and careful examination of the Request for Proposal (RFP);**
 - (b) **Received all relevant information requested from the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam;**
 - (c) **Accepted the risk of inadequacy, error or mistake in the information provided in the Request for Proposal (RFP) or furnished by or on behalf of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or relating to any of the matters referred to in [Clause 2.6](#) above;**
 - (d) **Satisfied itself about all matters, things and information, including matters referred to in [Clause 2.6](#) herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;**
 - (e) **Acknowledged that it does not have a Conflict of Interest; and**
 - (f) **Agreed to be bound by the undertaking provided by it under and in terms hereof.**
- 2.7.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Request for Proposal (RFP) or the Selection Process, including any error or mistake therein or in any information or data given by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- 2.8. Right to reject any or all Proposals**
- 2.8.1. Notwithstanding anything contained in this Request for Proposal (RFP), the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.**
- 2.8.2. Without prejudice to the generality of Clause 2.8.1, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to reject any Proposal if:**
- a) At any time, a material misrepresentation is made or discovered, or**
 - b) The Applicant does not provide, within the time specified by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam the supplemental information sought by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for the evaluation of the Proposal.**

2.8.3. **Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, including annulment of the Selection Process.**

2.9. Contents of the Request for Proposal (RFP)

2.9.1. **This Request for Proposal (RFP) comprises the Disclaimer set forth hereinabove, the contents of this Request for Proposal (RFP) will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:**

2.10. Clarifications

Madhya Pradesh Madhyam will host a Pre-Bid Conference, tentatively scheduled on 22.05.2015. The date, time and venue of the conference are mentioned in [clause 1.11](#) of this Request for Proposal (RFP). The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the Request for Proposal (RFP) and the proposed solution requirements in reference to the particular Request for Proposal (RFP). Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the Request for Proposal (RFP) and the project.

All enquiries from the bidders relating to this Request for Proposal (RFP) must be submitted by email exclusively to the contact person. Contact details for the Request for Proposal (RFP) are as follows:

Mr. Mangla Prasad Mishra

Executive Director

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Mobile : +919425029791

Landline : 0755-2764705

Fax : 0755-4228409

Mr. K.K. Tiwari

General Manager (Project)

Madhya Pradesh Madhyam

40, Administrative Zone, Arera Hills

Bhopal - Madhya Pradesh - 462011

Mobile : +919425625751

Landline : +91755-2551330, +91755-4281330

The queries should necessarily be submitted in the following format:-

Sr. No.	Bidding Document Reference(s) (section number/ Page Number)	Content of Request for Proposal (RFP) Requiring Clarification	Points of Clarification

All enquiries should be sent through email. Madhya Pradesh Madhyam shall not be responsible for ensuring that bidders enquiries have been received by them. However, the Madhya Pradesh Madhyam neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will post the reply to all such queries on the Official Website.

2.10.1 The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to respond to any question or to provide any clarification.

2.11. Amendment of Request for Proposal (RFP)

2.11.1. At any time prior to the deadline for submission of Proposal, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Request for Proposal (RFP) document by the issuance of Addendum/ Amendment and posting it on the Official Website. These amendments will be binding on all Applicants.

2.11.1 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its sole discretion, extend the Proposal Due Date (PDD).

2.12. Language

2.12.1. The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Request for Proposal (RFP). No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

2.13.1. The Applicant shall provide all the information sought under this Request for Proposal (RFP). The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or**
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or**
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or**

2.13.3. A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.14. Technical Proposal

2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) Power of attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all Key Personnel have been included;
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1.2 of Schedule – I, Terms of Reference (TOR) of the Request for Proposal (RFP);
- (e) The CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs may be rejected;
- (f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the Request for Proposal (RFP);
- (g) Key Personnel proposed have good working knowledge of English language;
- (h) Key Personnel would be available for the period indicated in the Terms of Reference (TOR);
- (i) no Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
- (j) The proposal is responsive in terms of [Clause 2.20.2](#).

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for a period of 3 (three) years. The award of this assignment to the Applicant may also be liable to cancellation in such an event.

2.14.5. **The Technical Proposal shall not include any financial information relating to the Financial Proposal.**

2.14.6. The Key Personnel specified in Clause 2.1.1 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at [Form-09 of Appendix-I](#).

- 2.14.7. **The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Request for Proposal (RFP). Any such verification or the lack of such verification by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam thereunder.**
- 2.14.8. **In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the successful bidder either by issue of the Letter of Award (LOA) or entering into of the Agreement, and if the Selected Applicant has already been issued the Letter of Award (LOA) or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Request for Proposal (RFP), be liable to be terminated, by a communication in writing by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam without the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam being liable in any manner whatsoever to the Selected Applicant or Successful bidder, as the case may be.**

In such an event, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for, inter alia, time, cost and effort of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, without prejudice to any other right or remedy that may be available to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

2.15. Financial Proposal

- 2.15.1. **Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.**

2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal.**
- (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.**
- (c) Costs (including break down of costs) shall be expressed in INR.**

2.16. Submission of Proposal

2.16.1. For uploading digitally signed documents applicants can contact Toll Free No. 18002588684 between 10.00 am to 7.00 pm.

Scanned copies of all documents must be submitted online only on website : www.mpepoc.gov.in

2.16.2. Proposal will be submitted online only.

2.16.3. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered.

2.16.4. The completed Proposal must be delivered online on or before the specified time on Proposal Due Date (PDD). Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.5. The Proposal shall be made in the Forms specified in this Request for Proposal (RFP). Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, successful bidder profiles, copy of contracts etc. will be entertained.

2.16.6. The rates quoted shall be successful bidder throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.16.7. The Bidder must take due care in uploading the form of Technical and Financial proposal. In the event of missing of any Form, the bid may be rejected.

2.17. Late Proposals

Proposals received by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam after the specified time on Proposal Due Date (PDD) shall not be eligible for consideration and shall be summarily rejected.

2.18. Earnest Money Deposit

2.18.1. Bidders shall submit, their Request for Proposal (RFP) & Earnest Money Deposit **Rs.**

5,00,000/- (Rupees Five Lakhs only) through online.

2.18.2. The Earnest Money Deposit (EMD) of all unsuccessful bidders would be refunded by Madhya Pradesh Madhyam within 45 days of the bidder being notified as being unsuccessful. The Earnest Money Deposit (EMD), for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee by successful bidder.

2.18.3. The Earnest Money Deposit (EMD) amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

2.18.4. The bid submitted without Earnest Money Deposit (EMD), mentioned above, will be summarily rejected.

2.18.5. The Earnest Money Deposit (EMD) may be forfeited:

- If a bidder withdraws its bid during the period of bid validity
- If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder)
- Fails to furnish PBG.

2.19. Performance Security

2.19.1. The Applicant, by submitting its Application pursuant to this Request for Proposal (RFP), shall be deemed to have acknowledged that without prejudice to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as the mutually agreed pre-estimated compensation and damages payable to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for, *inter alia*, the time, cost and effort of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in regard to the Request for Proposal (RFP), including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in [Clause 4.1](#) of this Request for Proposal (RFP);
- (b) If the Applicant is found to have a Conflict of Interest as specified in [Clause 2.3](#); and
- (c) If the selected Applicant commits a breach of the Agreement.

2.19.2. An amount equal to 10% (Ten per cent) of the Agreement Value (As defined in appendix- II: Financial proposal, Form 2) shall be deemed to be the Performance Security for the purposes of this [Clause 2.19](#), which may be forfeited and appropriated in accordance with the provisions hereof.

2.20. Evaluation of Proposals

2.20.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall open the Technical Proposals at [1500] hours on the Proposal Due Date (PDD), at the place specified in [Clause 1.11](#) and in the presence of the Applicants who choose to attend. Online received “Technical Proposal” shall be opened first. “Financial Proposal” shall be opened at a later date.

2.20.2. Prior to evaluation of Proposals, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will determine whether each Proposal is responsive to the requirements of the Request for Proposal (RFP). A Proposal shall be considered responsive only if:

- (a) The Technical Proposal is received in the form specified at Appendix-I;
- (b) It is received by the Proposal Due Date (PDD) including any extension thereof pursuant to [Clause 2.17](#);
- (c) It is accompanied by the Power of Attorney as specified in [Clause 2.2.6](#);
- (d) It contains all the information (complete in all respects) as requested in the Request for Proposal (RFP);
- (e) It does not contain any condition or qualification; and
- (f) It is not non-responsive in terms hereof.

- 2.20.3. **The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in respect of such Proposals.**
- 2.20.4. **The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at [Clause 1.7](#) and the criteria set out in [Section 3](#) of this Request for Proposal (RFP).**
- 2.20.5. **After the technical evaluation, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall prepare a list of pre-qualified Applicants in terms of [Clause 3.2](#) for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of [Clause 3.3](#).**
- 2.20.6. **Applicants are advised that Selection shall be entirely at the discretion of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. Applicants shall be deemed to have understood and agreed that the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.**
- 2.20.7. **Any information contained in the Proposal shall not in any way be construed as binding on the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.**

2.21. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to matters arising out of, or concerning the Selection Process. The Commissioner, Public Relations or Managing Director,

Madhya Pradesh Madhyam shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or as may be required by law or in connection with any legal process.

2.22. Clarifications

- 2.22.1. Applicants should note the Proposal Due Date (PDD), as specified in Clause 1.9, for submission of Proposals. Except as specifically provided in this Request for Proposal (RFP), no supplementary material will be entertained by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date (PDD) as specified in Clause 2.17. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.**
- 2.22.2. To facilitate evaluation of Proposals, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.**
- 2.22.3. If an Applicant does not provide clarifications sought under Clause 2.22.2 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**

2.23. Negotiations

- 2.23.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this Request for Proposal (RFP). Issues such as deployment of Key Personnel, understanding of the Request for Proposal (RFP), methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. In case the Selected Applicant fails to reconfirm its commitment, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.**
- 2.23.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**

2.24. Substitution of Key Personnel

- 2.24.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not normally consider any request of the Selected Applicant for substitution of the Project Director as the ranking of the Applicant is based on the evaluation of the technical proposal and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Project Director is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam**
- 2.24.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam expects the Key Personnel to be available during implementation of the Agreement. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health or for reasons beyond the control of the Applicant. Such substitution shall subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**

2.25. Indemnity

The successful bidder shall, subject to the provisions of the Agreement value (As per Appendix 2: Form 2 of the financial proposal), indemnify the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.26. Award of Contract

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the Letter of Award (LOA), sign and return the duplicate copy of the Letter of Award (LOA) in acknowledgement thereof. In the event the duplicate copy of the Letter of Award (LOA) duly signed by the Selected Applicant is not received by the stipulated date, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, unless it consents to extension of time for submission thereof, cancel the Letter of Award (LOA) and the next highest ranking Applicant may be considered.

2.27. Execution of Agreement

After acknowledgement of the Letter of Award (LOA) as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.9. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28. Commencement of Assignment

The successful bidder shall commence the services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the successful bidder fails to either sign the Agreement as specified in [Clause 2.27](#) or commence the assignment as specified herein, the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may invite the second ranked Applicant for negotiations. In such an event, the Letter of Award (LOA) or the Agreement, as the case may be, may be cancelled /terminated.

2.29. Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information provided by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or submitted by an Applicant to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall remain or become the property of the Commissioner, Public Relations or

Managing Director, Madhya Pradesh Madhyam. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to the Consultancy shall be the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

3. Criteria for evaluation

3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, Presentation of a roadmap for management of strategic events for Madhya Pradesh and the experience of Key Personnel. Only those Applicants whose Technical Proposals scores 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).

3.1.2. The scoring criteria to be used for evaluation shall be as follows.

S. No	Technical Evaluation Criteria	Maximum Score
1	Company Profile (Operations in India)	20
1.1	Average annual turnover from Indian Operations from Event Management services in last 3 years (Turnover in Rupees Crores) =>5 and <10 Cr - 5 marks above 10 - 7 marks	7
1.2	Experience of working with State Government/ Central Government for contracts of minimum One Year > 1 year and < 3 years - 4 marks >3 Years - 6 marks	6
1.3	Full-time professional staff engaged in Event Management services (Number of Staff) > 50 and <=100 - 3 marks >100 and < =150 - 5 marks >150 - 7 marks	7

2	Experience of Company (Operations in India)	30
2.1	<p>Business Event</p> <p>(Events such as Seminars, workshops, conferences, exhibitions, forums, enclaves or any combination of the same related to fields of Infrastructure Sectors, financing, investments or any other similar field for a government State/Central Government or any government of foreign country) or their agencies”</p> <p>Delegates: Greater than or equal to 500</p> <p>or</p> <p>Audience: Greater than or equal to 1000</p> <p><u>The marking will be as follows:</u></p> <p>=> 1 project and <= 2 projects - 10 marks</p> <p>> 2 projects and <= 4 projects - 12 marks</p> <p>> 4 projects - 15 marks</p>	15
2.2	<p>Cultural Events</p> <p>Paid Participants: greater than or equal to 200</p> <p><u>The marking will be as follows:</u></p> <p>=> 1 project and <= 2 projects - 10 marks</p> <p>> 2 projects and <= 4 projects - 12 marks</p> <p>> 4 projects - 15 marks</p>	15

3	Adequacy of the proposed methodology and work plan in Responding to the Terms of Reference and Presentation.	20
3.1	Understanding of the objectives of the assignment: The extent to which the firms approach and work plan respond to the objectives indicated in the Statement of Work	10
3.2	Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	10

4	Quality and competency of key professional staff proposed		30
4.1	Position	Qualification Criteria	Max Marks
a	Project Director (1)	The person should have an experience of at least 10 years and have lead at least 5 similar events in last 10 years Master Degree = 7 Marks More than 5 Projects= 3 Marks	10 Marks
b	Event Manager (2)	The person should have an experience of at least 5 years and have coordinated /managed at least 3 similar events in last 5 years Master Degree = 7 Marks More than 3 Projects= 3 Marks	15 marks (7.5 +7.5)
4.2	Balanced team composition assessment (Corporate Support Assurance and Guidance , any other resource)		5 Marks
5	Grand Total		

The lead bidder must possess the aforesaid experience. In case a successful bidder seeks the services of individual expert as a part of its project team to enhance its expertise for Request for Proposal (RFP) Document, the experience of the individual will not be regarded as the bidder's experience.

3.1.3. The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in Clause 3.1.2

3.1.4. The Bidder is required to achieve a minimum score of 70 marks (Benchmark Score).

3.1.5. The Financial Proposals of only Proposals that have achieved the Benchmark Score will be opened for evaluation (Stage III evaluation).

3.2. Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-

listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed 2 (two).

3.3. Financial Bid evaluation and after processes:

Depending on the evaluation methodology mentioned above, each Technical Bid will be assigned a technical score (ST) out of a maximum of 100 points as per the aforementioned Technical Evaluation Criteria Table. Only those Bidders scoring Technical Proposals score 70 marks or more out of 100 shall qualify for financial bid opening.

- I. Evaluations and Selection Process – QCBS: The overall selection of the Bidders will be on Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids. The Final scores will be calculated as:

$$Bb = 0.7 * Tb + (0.3) * (Cmin / Cb * 100) \text{ Where,}$$

- i. Bb = overall score of bidder under consideration (calculated up to two decimal points)
 - ii. Tb = Technical score for the bidder under consideration
 - iii. Cb = Financial Bid Value for the bidder under consideration
 - iv. Cmin = Lowest Financial Bid Value among the financial proposals under consideration
- II. The bidder achieving the highest overall score will be invited for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.
- III. The financial bids of only the technically qualified bidders will be opened for evaluation. The Madhya Pradesh Madhyam will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee). The Bidder getting the highest marks will be considered. The Madhya Pradesh Madhyam will notify the successful Bidder in writing by registered letter, cable, telex, e-mail or facsimile.
- IV. All bidders are advised to carefully assess the financial submissions. For clarity of the proposal bidder should specifically quote job wise, resource wise, month wise expenditure on full time and part time personnel.

4. Fraud and corrupt practices

4.1 The Applicants 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 Request for Proposal (RFP), the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for, inter alia, time, cost and effort of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in regard to the Request for Proposal (RFP), including consideration and evaluation of such Applicant’s Proposal.

4.2 Without prejudice to the rights of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam under Clause 4.1 hereinabove and the rights and remedies which the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may have under the Letter of Award (LOA) or the Agreement, if an Applicant or bidder, as the case may be, is found by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam 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 Letter of Award (LOA) or the execution of the Agreement, such Applicant or firm shall not be eligible to participate in any Request for Proposal (RFP) or Request for Proposal (RFP) issued by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam during a period of 2 (two) years from the date such Applicant or firm, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award (LOA) or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LOA) or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award (LOA) or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in relation to any matter concerning the Project;

- (b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Pre-proposal conference

- 5.1 **Pre-Proposal Conference of the prospective Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an Authority letter from the Applicant.**

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. Miscellaneous

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;**
- (b) consult with any Applicant in order to receive clarification or further information;**
- (c) retain any information and/or evidence submitted to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam by, on behalf of and/or in relation to any Applicant; and/or**
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.**

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or submitted by an Applicant shall remain or

become, as the case may be, the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE – 1

Terms of Reference (TOR)

Schedule – I: Terms of Reference (TOR)

1. General

- 1.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam seeks the services of a qualified Event Management agency for proper planning, execution and management of state events of Madhya Pradesh Government, nationally as well as internationally, (collectively the “Consultancy”). The Terms of Reference (the “TOR”) and the scope of the Consultancy for this assignment are specified below.**
- 1.2. The successful bidder shall assist the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in conceptualizing, structuring, designing and implementing tasks in accordance with the Terms of Reference (TOR)**
- 1.3. The successful bidder shall be responsible for preparing the relevant documents of the Project referred to in this Terms of Reference (TOR) (the “Documents”).**
- 1.4. The Successful bidder shall also participate in all the relevant meetings to assist the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in developing and drafting of the Documents.**
- 1.5. The Successful bidder shall make available the Key Personnel and other Experts in accordance with the Terms of Reference (TOR).**

2. Objective

- 2.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, intends to appoint State Level Event Management Services for organising and managing strategic event(s) for the effective promotion of the state and its potential**

3. Scope of Services

The selected bidder will have to provide requisite competent manpower and services as detailed out further in this section for any event envisaged by Madhya Pradesh Madhyam

3.1. PRE-EVENT ACTIVITIES

3.1.1. Conceptualization and Planning for an Event identified by the Government.

- Conceptualize the event plan based on the venue and Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam’s requirements.**

- **Coordination with concerned line departments/ stakeholder department of Government of MP related to the organizing of the event.**
- **Maintain a theme for all aspects of the event execution in coordination with vision for the event as defined by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- **Create the event execution plan for executing the Event indicating the timelines with the respective milestones along with detailed specifications of works to be carried out. Submission of same on time lines defined by the government.**
- **Co-ordinate with third party agencies as nominated by Madhya Pradesh Madhyam for successful execution of event.**

3.1.2.Venue Development

- **Plan to create necessary infrastructure at the venue (For example pavilions, seating arrangement, carpeting, stalls, hoardings, banners, appropriate decorative elements including plants and floral decorations, audio, video, photography, videography, and lighting arrangements, special effects, acoustic effects, rest rooms and other elements that are generally used in large scale events) as per plans approved by Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- **Arrange plan for the setting up of the stage(s), designing of backdrop, VIP seating, master of ceremony etc.**
- **Special Arrangement Plan for Media in consultation with concerned PR agency at the venue for proper coverage/ broadcasting of the event by Print , Electronic and Social media.**
- **Arrange for quick transmittal of official audio/video clips, photographs of the event to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- **The successful bidder will assist Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in hiring or empanelment or engagement of vendors for any allied activity relating to event management undertaken by the Madhya Pradesh Madhyam. Also ensure the deliverances of all services to the fullest satisfaction of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- **The successful bidder will support Madhya Pradesh Madhyam in identification and drafting of technical and commercial specification documents for hiring/engagement of vendors for support/ allied services for successful implementation of an/any event identified by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**

- **Arrange for artistes for the cultural programs planned in the event with approval of rates and commercial arrangements of Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**

3.1.3.Participation Arrangements

- **Co-ordinate with various departments as required and agencies nominated by the Managing Director, Madhya Pradesh Madhyam for obtaining the list of invitees.**
- **Co-ordinate with travel partner to ensure bookings for accommodation and travel are done as per timelines defined by Madhya Pradesh Madhyam on event to event basis.**
- **Co-ordinate with travel partner to ensure local conveyance, shuttle buses and cars from airport or hotels during the event in consultation with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam**

3.1.4.Marketing and Promotion

- **The bidder will obtain sponsors, with approval of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.**
- **Assist in designing banners, volunteer badges, fliers, pamphlets, program brochures, fair guide etc. in conjunction with the theme provided by Media/PR Partner or to be hired by the agency and produce a final print**
- **Propose and arrange for appropriate mementoes to be given away at the Event**

3.1.5. Any other similar work assigned by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam not limiting to aforementioned scope of services

3.2. Technical Specification

As technical requirements shall change on event to event basis, technical specifications for various activities to be undertaken for successful event execution will be defined by successful bidder with final consent from Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

4. Deliverables and Documents

- 4.1. As per the time schedule agreed between parties for specific projects given to the Successful bidder from time to time, the Successful bidder shall submit all the deliverables. The Successful bidder shall not, without the other party's prior written consent, disclose contract, drawings, specifications, plans, patterns, samples or other documents to any person or organization other**

than an entity employed by the Successful bidder for the performance of the contract, in consultation with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

4.2. In case of the termination of the contact, all the documents prepared by the Successful bidder under this contract shall become property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The Successful bidder may not use any of the material or content anywhere, without taking permission, in writing, from the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam reserves the right to grant or deny any such request.

5. Termination for Default by the Successful Bidder

The successful bidder may, without prejudice to any remedy for breach of contract, by written notice of default sent to Madhya Pradesh Madhyam, terminate the agreement in whole or in part if Madhya Pradesh Madhyam fails to clear and honor professional fee to the State Level Event Management Service Provider Firm against invoices (commercials mutually agreed upon as per the contract) submitted by successful bidder for more than six months.

The successful bidder may terminate the contract by giving written notice of 30 days to Madhya Pradesh Madhyam with claim to compensation as per payment schedule and the delivery/achievement of project milestone and upon approval of exit management plan by Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

6. Termination for Default by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam

The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, without prejudice to any remedy for breach of contract, by written notice of default sent to the Bidder, terminate the agreement in whole or in part if:

- a) The Draft Reports submitted are non-consistent and are not of industry standard and the same standard of document is observed for 3 consecutive months.
- b) The Bidder fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted by the Competent Authority.
- c) The quality of the delivery of various tasks is not up to the satisfaction of the Competent Authority.
- d) The Bidder fails to perform any other obligation under the agreement.

e) **The Bidder fails to perform any other obligation, which the Competent Authority feels necessary for the best interest of the project.**

6.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may at any time terminate the contract by giving written notice of 30 days to the Bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred thereafter to the Competent Authority.

6.2. In case of termination of contract as mentioned above all Bank Guarantee furnished by Bidder shall stand forfeited.

7. Time duration and Payment Schedule

7.1. The contract shall initially be for two (2) years extendable on year to year basis upon mutual consent for next three years subjected to satisfactory performance of the contacted successful bidder. The Successful bidder is required to quote for first two years.

7.2. Payment for the Services shall be based on actual number of man days of the Key Personnel deployed the by the successful bidder. A minimum of 3 key personnel shall be working in this project full time and the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may request the successful bidder to increase the number of resources based on the work requirement. The payment towards deployment of additional resources shall be made in accordance with the rate card provided in the Appendix II (Form 3 – Estimate of personnel costs). The rate once provided by the Successful bidder shall be valid for throughout the contract period.

7.3. The Successful bidder shall be paid on a monthly basis for its services at the completion of each month. The payment will be based on rates finalized for the award of contract to the successful bidder

7.4. All payments are subject to TDS

7.5. The Successful bidder shall furnish Madhya Pradesh Madhyam with the bills of expenses it incurred for the travel/accommodation/food for the team of successful bidder or any other expenses incurred in the arrangement of events. The reimbursements of such bills shall be made by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

7.6. The Successful bidder shall be able to claim the reimbursements for expenses relating to travel (national/international) for participating in meetings, conferences, events, etc. as identified and

approved by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The expenses paid to the successful bidder shall not exceed the benefits provided to the Grade A officers of Government.

- 7.7. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall evaluate the performance of the Successful bidder based on the quality of the services rendered as well as feedback received. The decision of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall be binding in this regard.
- 7.8. In the event that the contract is terminated by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in case of termination of default, prior to its completion, the successful bidder shall be entitled to Payment of 60% (sixty per cent) of the man hours actually expended by it on the engagement/task at hand.

8. Meetings

- 8.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may call for review with the successful bidder, any or all of the documents and advice to attend meetings and conferences which will be held at the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam's office.
- 8.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may, in its discretion, require the Successful bidder to participate in extended meetings and/ or work from the offices of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Successful bidder shall, on a best endeavor basis and without unreasonable delay, provide such services at the offices of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam.

9. Project Team

- 9.1. The Successful bidder shall form a team (the "Core Team") for undertaking this assignment. The Core Team shall consist of experts who have the requisite qualifications and experience. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.
- 9.2. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may request the successful bidder to increase the number of resources based on the work requirement. Against such requirements, the successful bidder shall make the resource available within 15 working days to the Commissioner, Public Relations or Managing Director, Madhya

Pradesh Madhyam. The additional resource shall have, in such cases, experience and expertise similar or better than the profile submitted in proposal. The payment towards deployment of additional resources shall be made accordance with the rate card provided in the Appendix II (Form 3 – Estimate of personnel costs)

9.3. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Expertise
<p>Project Director –(1) One personnel (Full Time - Based at Bhopal)</p>	<p>Master’s degree</p>	<p>At least 10 years’ relevant experience</p>	<p>The Project Director is the Chief Event Coordinator shall be in charge of the team.</p> <p>He shall be responsible for development and execution of event strategy and would be prime contact for event management related activities. He will work to manage/coordinate with external/internal stakeholders and supervise the development of the budget requirements and event execution implementation.</p>
<p>Manager Event – (2) Two personnel (Full Time - Based at Bhopal)</p>	<p>Master’s degree</p>	<p>At least 5 years’ relevant experience</p>	<p>He shall be responsible for the implementation of event specific plan and would be prime contact for government and third party relations. He will also ensure compliance to the standards and compliance to the guidelines set out by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam for each event are adhered to.</p>

Note:

- a. One month is considered as all working days for State Govt. of MP and each day is defined as 8 working hours.
- b. It is desired that the key personnel must be available during all working days on which the client office remains open. And also as per the requirement of the assignment.

9.4. The Successful bidder shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Commissioner, Public Relations or Managing Director,

Madhya Pradesh Madhyam and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.

9.5. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall provide the office space for the above mentioned team in Bhopal. The Successful bidder shall maintain the office space including the rent to be paid, power, and water and maintenance charges. The same cost should be built into the financial proposal under overhead provision. The authorised officials of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam may visit the Successful bidder's Project Office at any time during office hours for inspection and interaction with the Successful bidder's Personnel.

10. Reporting

10.1. The Successful bidder is expected to provide Madhya Pradesh Madhyam with the following reports on the activities undertaken and completed by it in order to achieve the objectives stated above:

- Details of event related activities handled by the Successful bidder upon completion of any event undertaken by the government within 3 days of such event**
- Madhya Pradesh Madhyam will decide on deliverables and share the list with successful bidder along with timelines mutually agreed upon.**

11. Documents to be made available by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam

11.1. The Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall provide to the Successful bidder the following:

(a) Indicative list of scheduled and planned deliverable throughout the year and updation on the same from time-to-time

(b) List of Deliverables

(c) Other document and supporting material related to this project

Available data as may be required by the Successful bidder will be provided by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam on request. The Nodal Officer designated by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam shall facilitate handing over of such information to the Successful bidder.

12. Completion of Services

10.1. All the Deliverables shall be compiled, classified and submitted by the successful bidder to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and shall not be used by the Successful bidder for any purpose other than that intended under these Terms of Reference without the permission of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam. The assignment shall stand completed on acceptance by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam of all the deliverables of the Successful bidder. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the final deliverable shall be deemed approved by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam as satisfactory upon expiry of 30 (thirty) days after receipt of the final Deliverable unless the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam, within such 30 (thirty) day period, gives written notice to the Successful bidder specifying in detail, the deficiencies in the Services. The Successful bidder shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The assignment shall in any case be deemed to be completed upon expiry of from the Effective Date, unless extended by mutual consent of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam and the Successful bidder.

APPENDICES

APPENDIX-I
TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Sub: "FOR THE SELECTION OF STATE LEVEL EVENT MANAGEMENT SERVICE PROVIDER FIRM."

Dear Sir,

With reference to your Request for Proposal (RFP) Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as successful bidder for State Level Event Management Service Provider Firm (the "Successful bidder") of Madhya Pradesh. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the State Level Event Management Service Provider Firm, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the successful bidder for the aforesaid Project.
3. I/We shall make available to the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on

any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any authority nor have had any contract terminated by any authority for breach on our part.

6. **I/We declare that:**
 - i. **I/We have examined and have no reservations to the Request for Proposal (RFP) Documents, including any Addendum issued by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam;**
 - ii. **I/We do not have any conflict of interest in accordance with Clause 2.3 of the Request for Proposal (RFP) Document;**
 - iii. **I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the Request for Proposal (RFP) document, in respect of any Request for Proposal (RFP) or request for proposal issued by or any agreement entered into with the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or any other public sector enterprise or any government, Central or State; and**
 - iv. **I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Request for Proposal (RFP), no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.**
7. **I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the Request for Proposal (RFP) document.**
8. **I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the assignment for the Project or which relates to a grave offence that outrages the moral sense of the community.**
9. **I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.**
10. **I/We further certify that no investigation in any criminal case is pending either against us or against our CEO or any of our**

Directors/Managers/employees.

11. **I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.**
12. **I/We agree and understand that the proposal is subject to the provisions of the Request for Proposal (RFP) document. In no case, shall I/we have any claim or right of whatsoever nature if the contract for the Project is not awarded to me/us or our proposal is not opened or rejected.**
13. **I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date (PDD) specified in the Request for Proposal (RFP).**
14. **A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.**
15. **In the event of my/our FIRM being selected as the Consultant, I/we agree and undertake to provide the services of the Key Personnel in accordance with the provisions of the Request for Proposal (RFP)**
16. **I/We have studied Request for Proposal (RFP) and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Commissioner, Public Relations or Managing Director, Madhya Pradesh Madhyam or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.**
17. **The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.**
18. **I/We agree and undertake to abide by all the terms and conditions of the Request for Proposal (RFP) Document.**

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Request for Proposal (RFP) Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2: Particulars of the Applicant

1.1	Title of Consultancy:
1.2	Title of Project: Project
1.3	State whether applying as Sole Successful bidder :
1.4	<p>State the following:</p> <p>Name of bidder:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.5	<p>For the Applicant, state the following information:</p> <p>(i) In case of non Indian bidder, does the bidder have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p>

	<p>(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
<p>1.6</p>	<p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of</p>

APPENDIX-I

Form-3: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of *State Level Event Management Service Provider Firm*

I/We hereby confirm bidder that (I/We) the applicant, satisfy the terms and conditions laid down in the Request for Proposal (RFP) document.

I/We have agreed that (insert individual’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of

APPENDIX-I

Form-4: POWER OF ATTORNEY

Know all men by these presents, We, (name of bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the Project, proposed to be developed by the (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.**
- 2.**

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

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

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

APPENDIX-I

Form-5: Financial Capacity of the Applicant

S. No.	Financial Year	Annual Turnover (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$\$}

This is to certify that..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)

Date: _____ **Name and seal of the audit firm:** _____

^{\$\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [§]
					Name of bidder	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Project Director						
2.	Event Manager-1						
3.	Event manager-2						

[§]Refer Form 7 of Appendix I Eligible Assignments of Key Personnel.

APPENDIX-I

Form-7: Eligible Assignments of Key Personnel.

Name of Key Personnel:

Designation

S. No.	Name of Project	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million) Name of firm	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Project Director						
2.	Event Manager-1						
3.	Event manager-2						

APPENDIX-I

Form-8: Eligible Assignments of Applicant

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your bidder/Entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; Duration of Assignment:	
Start (Month/Year):	Date	Completion (Month/Year):	Date
			Approx. Value of Services (in Rs. Lakhs):
No. of Months of Professional Staff Provided by Associated Consultants:			
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Notes:

- 1. Use separate sheet for each Eligible Assignment.**
- 2. Exchange rate for conversion of US \$ shall be as per [Clause 1.8](#)**

APPENDIX-I

Form -9: Curriculum Vitae (CV) of Professional Personnel

1. **Proposed Position:**
2. **Name of Personnel:**
3. **Date of Birth:**
4. **Nationality:**
5. **Educational Qualifications:**
6. **Employment Record:**
(Starting with present position, list in reverse order every employment held.)
7. **List of projects on which the Personnel has worked**

Name of Project	Description of responsibilities

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-6, as the case may be, of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the bidder. Photocopies will not be considered for evaluation.

APPENDIX-I

Form -10: Bank Guarantee for Performance Security

To

.....
.....
.....
.....

In consideration of acting on behalf of the [.....] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “successful bidder” 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”) the assignment for consultancy services in respect of the Project, and the Successful bidder 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 Successful bidder 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 Successful bidder 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 Successful bidder of any of the terms or conditions contained in the said Agreement or by reason of the Successful bidder’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 Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder 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 thereunder and the Successful bidder 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 required 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 Successful bidder 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 Successful bidder 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 Successful bidder 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 Successful bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Successful bidder 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 Successful bidder(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. crore (Rupees crore) 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 the date falling 365 days after the Bid Due Date specified in the Request for Proposal (RFP))].

Dated, the day of 20

For

**(Name of Bank)
authorised signatory)**

(Signature, name and designation of the

Seal of the Bank:

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.**

APPENDIX-II: FINANCIAL PROPOSAL

Form – 1: Covering Letter

(On Applicant’s letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: “For the selection of State Level Event Management Service Provider Firm”

I/We, (Applicant’s name) herewith enclose the Financial Proposal “For the selection of State Level Event Management Service Provider Firm”

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Request for Proposal (RFP).

APPENDIX-II

Form - 2 Financial Proposal (Consolidated Rates for Two Years)

Name of the Firm :-

ID No.	Position	Number of Key Personnel	Name	Man-day Rate (INR)	Total Man Days	Amount (INR)
Remuneration for Key Personnel (including all personal allowances)						
1	Project Director	1				
2	Event Manager-2	2				
Total in Numbers:		3				
Total in words:						

Note:

- (a) The quote shall be inclusive of all taxes.
- (b) The bidder will quote the rates for a period of two (2) years.
- (c) The financial evaluation shall be based on the above Financial Proposal. The total under Item C shall, therefore, be the amount for purposes of evaluation.
- (d) Payment for the Services of the Key Personnel shall be based on actual number of man days of the deployed by the successful bidder.
- (e) In the case of an outstation Personnel, the days required to be spent at the office of the Authority shall be computed at the rate of 8 man hours a day.
- (f) The aforesaid fees shall not include the fees for expenses relating to travel (national/international) for participating in meetings, conferences, events, etc. and will be paid on actuals, upon the prior approval of the Authority.
- (g) The reimbursement of all fees and expenses shall be limited to the amounts indicated above and no escalation on any account will be payable on the above amounts.
- (h) All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
- (i) For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the Cost heads indicated in paragraph 4 above; provided that in

relation to claims relating to man hours, the Statement of Expenses shall be accompanied by the particulars of the man hours of personnel spent on the Consultancy.

- (j) All expenses related to engaging service provider for the tasks assigned under the Terms of Reference (TOR) would be reimbursed on actuals and the engagement of service provider would be only done upon the prior approval of the Authority.**