



**MAHARASHTRA TOURISM**  
Development Corporation

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***Request for Submitting Technical & Financial Proposal***

*for*

***Event Management Agency***

*For*

***Undertaking Knowledge Partner services for planning,  
organizing & executing Mumbai Mela Shopping Festival  
(MMSF)2017-18.***

Issued by:

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## **1 Letter of Invitation**

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### **Letter of Invitation**

Dated: 08/10/2017

To

**Event Management agency**

**Sub: Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner services for organizing Mumbai Mela Shopping Festival (MMSF) 2017-18**

1. The Government of Maharashtra has been playing a very active role in promoting Maharashtra as a potential investment destination for both domestic and foreign investors. Mumbai is destination for Trade, Commerce, and Retail. Maharashtra Tourism Development Corporation (MTDC) wishes to promote Business Tourism Activities in Mumbai by organising an event that encourages travellers around the world to come to Mumbai for trading, leisure and entertainment.
2. The Government now proposes to organize the First edition of Mumbai Mela Shopping Festival (MMSF 2017-18) at Mumbai, Maharashtra from 21<sup>st</sup> December 2017 to 7th January 2018. The festival is proposed to be a 18 day event and intends to showcase the strengths and potentials of Maharashtra to the prospective investors across the globe.
3. The Government intends to organize the MMSF 2017-18 on a larger scale as a Global Investor Forum, with providing a platform to investors across the globe for facilitating investments across India.
4. The Government has nominated MTDC as the nodal for appointment as Event Management agencies to undertake investment promotion initiatives and organize MMSF 2017-18 with following objectives:
  - Define investment promotion strategy and action plan for MMSF 2017-18.
  - Position Mumbai as one of the most preferred Business Travel destination in world.
  - Encourage Retailers, Shoppers, Hoteliers, Leisure and Entertainment Companies to participate in the event
  - Strategies to Promote shopping destinations of Mumbai
  - Organize MUMBAI MELA SHOPPING FESTIVAL 2017 at Mumbai.

5. To undertake above mentioned activities in a planned manner, MTDC intends to appoint event management agency for knowledge partner service and complete event management for a period of about 6 months (24 weeks).
6. To raise complete funds by way of sponsorship for arranging the festival.
7. Accordingly, MTDC invites proposals to provide the consulting and event management services as per the Terms of Reference stipulated in II of this document. This document includes the following:

Last Date & Time of Submission of the entire Proposal is before **3.00 PM (IST) on 23<sup>rd</sup>, 2017** at the office of MTDC at the address given here under by Hand Delivery only. Please indicate clearly on the envelope-“PROPOSAL FOR KNOWLEDGE PARTNER- MUMBAI MELA SHOPPING FESTIVAL 2017-18”. This outer envelope shall bear the Name of the Assignment, complete address of Consultancy Organization.

The Technical proposals of all the firms will be opened in the presence of the Agency s' representatives who choose to attend on 2/08/2017.

Cost of RFP document : Rs. 10,000/- to be paid by way of DD in favour of Maharashtra Tourism Development Corporation Mumbai.

For further information and clarification, please contact:

**Managing Director**

**MTDC**

Maharashtra Tourism Development Corporation

4<sup>th</sup> Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate,  
Mumbai 400020.

## 2 Glossary

Applicant	As defined in Clause 6.1.1
Authority	As defined in Disclaimer
Bid Security	As defined in Clause 6.20
Conflict of Interest	As defined in Clause 6.1.9
INR,	Indian Rupee(s)
Key Personnel	As defined in Clause 7.3
Lead Member	As defined in Clause 6.1.1
LOA	Letter of Award
RFP	As defined in Disclaimer
Sole Firm	As defined in Clause 6.1.1
TOR	As defined in Clause 7

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning as prescribed here in.

### Minimum eligibility criteria

1. The Event management firm should be in the business of organizing significant National / International events and should have at least minimum experience of 10 years in the field.
2. The average annual minimum turnover of the company in regard to event management should be Rs.15 Crores for the last three years. The turnover of event management division (inclusion of details of turnover of advertising and printing or any other activity being done by the firm shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the event management division by the chartered accountant of the company should be enclosed.
3. The Company must necessarily have experience in organizing events by bringing in sponsorships to fund the event. No concession on this clause shall be entertained.

4. The firm should not have been black listed by any Central Govt/State Govt/ PSU.
5. The company must either be exclusively an event management company or a company having exclusively defined event management division within the company.
6. The agency should have sufficient technical and supervisory staff to cater to event.

### 3 Schedule of Bidding Process

Sl. No	Event	Date	Time	Venue
1	Floating of RFP	08/10/2017		
2	Last Date of Receiving Queries(RFP)	12/10/2017	Before 3.00 pm	MTDC Head Office festival@maharashtratourism.gov.in
3	Pre-bid Meeting of the	13/10/2017	2.00 pm	Conference Hall, MTDC Head Office
4	Answers to Query	16/10/2017	Before 5.00 pm	Will be uploaded on www.maharashtratourism.gov.in
4	Last Date of Submission of RFP	23/10/2017	Before 3.00 pm	Conference Hall, MTDC Head Office
5	Opening of Technical Bids	24/10/2017	At 2.00 pm	Conference Hall, MTDC Head Office
6	Presentation by Bidders	26/10/2017	At 2.00 pm	Conference Hall, MTDC Head Office
7	Declaration Result	30/10/2017	At 2.00 pm	Conference Hall, MTDC Head Office



## 4 Disclaimer

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Managing Director, Maharashtra Tourism Development Corporation (hereinafter referred to as "MTDC"), (the "Authority") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the MTDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MTDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MTDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The MTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The MTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the MTDC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017-18.

And the MTDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MTDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the MTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **5 Introduction**

### **5.1 Background**

- The Government of Maharashtra has been playing a very active role in promoting Maharashtra as a potential investment destination for both domestic and foreign investors. Mumbai is destination for Trade, Commerce, and Retail. Maharashtra Tourism Development Corporation (MTDC) wishes to promote Business Tourism Activities in Mumbai by organising an event that encourages travellers around the world to come to Mumbai for trading, leisure and entertainment.
  - The Government now proposes to organize the First edition of MUMBAI MELA SHOPPING FESTIVAL (MMSF 2017-18) ( To be branded as Mumbai Mela 2017-18) at Mumbai, Maharashtra during December 2017- January 2018. The Festival is proposed to be a 18 days event and intends to showcase the strengths and potentials of Maharashtra to the prospective investors across the globe.
- The Government intends to organize the MMSF 2017-18 on a larger scale as a Global Investor Forum, with providing a platform to investors across the globe for facilitating investments across India.
- The Government has nominated MTDC as the nodal for appointment as Event Management agencies to undertake investment promotion initiatives and organize MMSF 2017-18 with following objectives:
  - Define investment promotion strategy and action plan for MMSF 2017-18.
  - Position Mumbai as one of the most preferred Business Travel destination in world.
  - Encourage Retailers, Shoppers, Hoteliers, Leisure and Entertainment Companies to participate in the event
  - Strategies to Promote shopping destinations of Mumbai
  - Organize MUMBAI MELA SHOPPING FESTIVAL 2017-18 at Mumbai.
  - To undertake above mentioned activities in a planned manner, MTDC intends to appoint agency s for a period of about 6 months (24 weeks).
- Accordingly, MTDC invites proposals to provide the consulting and event management services as per the Terms of Reference stipulated in II of this document.

## **6 Instruction to the Agency s**

### **A. General**

#### **6.1 General Terms of Bidding**

##### **6.1.1**

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the **“Sole Firm”**) or as lead member of a consortium of maximum two firms (the **“Lead Member”**) in response to this invitation. The term applicant (the **“Applicant”**) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

##### **6.1.2**

The Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever. An applicant is eligible to submit only one Bid combined for entire assignment.

##### **6.1.3**

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

##### **6.1.4**

The Bidder should submit a Power of Attorney as per the format at **Annexure -2**, authorising the signatory of the Bid to commit the Bidder.

##### **6.1.5**

The Bid should be furnished in the format at **Annexure - 10**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

##### **6.1.6**

Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

6.1.7

The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

6.1.8

The Bidding Documents including this RFP and all attached documents are and shall remain the property of the MTDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The MTDC will not return any Bid or any information provided along therewith.

6.1.9

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MTDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MTDC for, inter alia, the time, cost and effort of the MTDC including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the MTDC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, 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 Bid of either or each of the other Bidder;

6.1.10

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the MTDC in relation to the Project is engaged by the Bidder in any manner

for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the MTDC including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the MTDC may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the MTDC being liable in any manner whatsoever to the Selected Bidder for the same.

6.1.11

This RFP is not transferable.

6.1.12

Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

6.1.13

Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

6.1.14

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail in the format at **Annexure 13** to the officer designated in Clause 6.12 below. The envelopes/ communication shall clearly bear the following identification/ title/ subject:

**"Queries/Request for Additional Information: RFP– Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017-18."**

**6.2 In case of Consortium**

The agency s in the consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the consortiums shall be forfeited. The Team Leader must be from the lead Member of the Consortium.

**6.3 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The MTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the

event of any contradiction between the details furnished in this RFP and the same obtained through Bidders' own means, the data provided in RFP will prevail.

#### **6.4 Verification of Information**

##### 6.4.1

Bidders are advised to submit their respective Bids and ascertaining for applicable laws and regulations, and any other matter considered relevant by them.

##### 6.4.2

However, it shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;

(b) received all relevant information requested from the MTDC;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the MTDC relating to any of the matters referred to in Clause 6.5.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 6.5.1 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations there under;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 6.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the MTDC, or a ground for termination of the Contract Agreement; and

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

##### 6.4.3

The MTDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the MTDC.

#### **6.5 Right to accept and to reject any or all Bids**

##### 6.5.1

Notwithstanding anything contained in this RFP, the MTDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

6.5.2

The MTDC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the MTDC, the supplemental information sought by the MTDC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Bidder gets disqualified / rejected, then the MTDC reserves the right to:

- (i) take any such measure as may be deemed fit in the sole discretion of the MTDC including annulment of the Bidding Process.

6.5.3

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MTDC to the Bidder, without the MTDC being liable in any manner whatsoever to the Bidder. In such an event, the MTDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MTDC for, inter alia, time, cost and effort of the MTDC without prejudice to any other right or remedy that may be available to the MTDC.

6.5.4

The MTDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the MTDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MTDC there under.

**B. Documents**

6.6 **Contents of the RFP**

<b>Volume I</b>		Request For Proposal Document
		Letter of Invitation
		Glossary
		Schedule of Bidding process
		Disclaimer



		Introduction
		Instruction to the Agency s
		Terms of Reference
		Evaluation of Bids
		Fraud and Corrupt Practices
		Pre-Bid Conference
		Miscellaneous
<b>Volume II</b>		<b>Annexure</b>
	Annexure1	Proposal Submission Letter
	Annexure2	Power of Attorney for signing of Bid
	Annexure3	Power of Attorney for Lead Member of Consortium
	Annexure4	Approach Paper on Methodology and Work Plan For Performing
	Annexure5	Composition of the Team Personnel ,And Task(S) Of Each Team
	Annexure6	Format of Curriculum Vitae(CV) For Proposed Professional Staff
	Annexure7	Time Schedule for Professional Personnel
	Annexure8	Activity(Work) Schedule
	Annexure9	Submission Letter of Financial Proposal
	Annexure10	Breakup- Total Price of the Services
	Annexure11	Performa Bank Guarantee for Performance Security
	Annexure 12	Format of Query (s) submission
	Annexure 13	Checklist for Submission

## 6.7 Clarifications

### 6.7.1

Bidders requiring any clarification on the RFP may notify the MTDC in writing or by fax and e-mail in accordance with Clause 6.1.14. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 3.2. MTDC shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. MTDC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

### 6.7.2

The MTDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the MTDC reserves the right not to respond to any question or provide any

clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MTDC to respond to any question or to provide any clarification.

#### 6.7.3

The MTDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MTDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by MTDC or its employees or representatives shall not in any way or manner be binding on the MTDC.

### 6.8 **Amendment of RFP**

#### 6.8.1

At any time prior to the deadline for submission of Bids, the MTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

#### 6.8.2

Any Addendum thus issued will be sent in writing to all the Bidders.

#### 6.8.3

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the MTDC may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

## **C. Preparation and Submission of Proposals**

### 6.9 **Format and Signing of Bids**

#### 6.9.1

The Bidder shall provide all the information sought under this RFP. The MTDC will evaluate only those Bids that are received in the required formats and complete in all respects.

#### 6.9.2

The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### 6.10 **Sealing and Marking of Bids**

#### 6.10.1

The Bidder shall submit the Bid in the format specified at Annexure 1 to 13 and seal it in an envelope and mark the envelope as **“RFP –Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge**

## **Partner services and event management for organizing Mumbai Mela Shopping Festival (MMSF) 2017”**

### 6.10.2

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal along with the required documents and checklist. The technical proposal envelope shall contain the technical proposal along check list in the format specified in Annexure14.

### 6.10.3

The envelopes shall be marked as **“TECHNICAL PROPOSAL”**, **“FINANCIAL PROPOSAL”** in bold and legible letters to avoid confusion;

### **The Technical Proposal**

1. The Technical Proposal shall contain the following:

- i. Proposal submission Letter in the format of Annexure 1.
- ii. Power of Attorney for signing of Bid in the format of Annexure2.
- iii. In case of Consortium, Power of Attorney for Lead Member of Consortium in the format of Annexure3.
- iv. General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 4.
- v. Agency’ CVs (no limit but preferably should not exceed five (5) pages for each experts ’CV) in the format of Annexure 5 &6.
- vi. Time schedule for professional personnel in the format of Annexure 7.
- vii. Activity (work) schedules in the format of Annexure 8.
- viii. Bid Security deposit to be enclosed.
- ix. Comments on terms of reference (no limit but should be concise and to the point. Copy of full TOR in comments will not be considered).

2. Any proposal containing vague and indefinite expressions will be disqualified.

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms provided in the Annexure 4to Annexure6. Such information must be provided by the Agency and each Associate (in case of Consortium).

- i. A concise, complete ,and logical description of how the Agency will carry out the services to meet all requirements of the TOR.
- ii. A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings ,and deliverables such as reports required under the TOR.

- iii. A Staffing Schedule indicating clearly the estimated duration in terms of person-months and the proposed timing of each input for each nominated expert using the format shown in Annexure 6.
- iv. An organization chart indicating relationships amongst the agency and any Associate(s) ,the Client, and other parties or stakeholders, if any, involved in the assignment.
- v. Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Agency clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Agency staffing Schedule
- vi. The Technical Proposal shall not include any financial information. Technical Proposals containing financial information maybe declared nonresponsive.
- vii. The name, age, nationality ,background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the project, should be presented in the CV format shown in Annexure 6.
- viii. Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Agency or one of its Associates, for more than twelve(12) months prior to the date of submission of the Proposal.
- ix. The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV.

#### 6.10.4

A true copy of the technical proposal accompanying the Bid, as specified in Clause 6.11.3 above, shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. This copy of the documents shall be placed in a separate envelope and marked “**Copy of Technical Proposal**”.

## **The Financial Proposal**

- i. The financial proposal should indicate undertaking of agency to raise complete sponsorship for organising and successful execution of the event.
- ii. Royalty if any proposed by agency to be given to MTDC.

### 6.10.5

If the envelope is not sealed and marked as instructed above, **MTDC** assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

### 6.10.6

Bids submitted by fax, telex ,telegram ore-mail shall not be entertained and shall be rejected.

## **6.11 Address of Communication**

### 6.11.1

Each of the envelopes shall be addressed to:

#### **Managing Director**

#### **Maharashtra Tourism Development Corporation**

4<sup>th</sup> Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate, Mumbai 400020.

Tel: +91 22 2204 4040

Fax: +91 22 2202 4521, +91 22 2285 2182

## **6.12 Bid Due Date**

### 6.12.1

Applications should be submitted before 15 00 hours IST by the Application Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 6.12 in the manner and form as detailed in this RFP Document. Applications submitted by facsimile transmission, telex or email will not be accepted.

### 6.12.2

**All applications should be submitted through HAND DELIVERY or Post only. No applications after the due date shall be considered for the evaluation.**

### 6.12.3

The Authority may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 6.9, uniformly for all Applicants.

## 6.13 Late Bids

### 6.13.1

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## 6.14 Rejection of Bids

### 6.14.1

The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

### 6.14.2

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## 6.15 Validity of Bids

### 6.15.1

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## 6.16 Confidentiality

### 6.16.1

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process.

The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority.

#### **6.17 Confirmation of Receipt**

##### 6.17.1

The Authority would appreciate you informing by facsimile /Email receipt of letter of invitation.

#### **6.18 Correspondence with the Bidder**

##### 6.18.1

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **D. Security Deposit**

#### **6.19 Bid Security**

##### 6.19.1

The Bidder shall furnish as part of its bid, a Bid Security of Rs. 10,00,000/- (Rupees Ten Lakh only) in the form of a demand draft issued by one of the nationalised / Scheduled banks in India drawn in favour of Managing Director, Maharashtra Tourism Development Corporation payable at Mumbai (the "Bid Security"), must be submitted along with the Proposal.

##### 6.19.2

Proposals not accompanied by Bid security shall be rejected out right as non-responsive.

##### 6.19.3

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

##### 6.19.4

No bank guarantee will be accepted as Bid Security.

#### 6.19.5

The Bid Security of the unsuccessful bidders would be returned back with in one month of issuance of LOA to the successful bidder. The Bid Security of the successful bidder would be returned within one month of submission of Draft Final Report in accordance with the provisions thereof.

#### 6.19.6

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy here under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- i. If an Applicant submits a non-responsive Proposal;
- ii. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- iii. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 8.5;
- iv. If the offer is modified or varied in a manner not acceptable after opening of the proposals during the bid validity period or any extension thereof;
- v. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 8.7 and 8.8 respectively ; or
- vi. If the first ranked bidder withdraw his proposal during negotiations;
- vii. If the Applicant is found to have a Conflict of Interest as specified in Clause 6.1.9;

### 6.20 Performance Security

#### 6.20.1

The Applicant by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- i. If an Applicant engages in any of the Prohibited Practices specified in Clause 9.1 of this RFP;



- ii. If the Applicant is found to have a Conflict of Interest as specified in Clause 6.1.9;
- iii. If the Selected Applicant commits a breach of the Agreement;
- iv. When the Selected Bidder fails to make complete supply services satisfactorily;

#### 6.20.2

An amount equal to **5% (five percent)** of the estimated project cost as derived by the agency shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Annexure 11) from any nationalised /scheduled commercial bank in India for the purposes of this Clause 6.21, which may be forfeited and appropriated in accordance with the provisions hereof.

#### 6.20.3

The Selected Bidder shall provide Performance Security within 15 (fifteen) days of Letter of Award from the Authority.

#### 6.20.4

The Performance Security shall be for the entire Services duration and shall be refunded after expiry of six (6) Months of contract period/ extended period provided there is no breach of contract on the part of Bidder. The Bank Guarantee (BG) shall be as per Annexure 11.

#### 6.20.5

Failure of the Selected Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security;

#### 6.20.6

Notice of reasonable time will be given in case of for feature of Performance Security;

#### 6.20.7

Failure of the Selected Bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next evaluated Bidder or call for new bids;

#### 6.20.8

The Performance Security deposit shall be paid in time and if it is paid after fifteen (15) days from the date of issuance of LOA then the penalty of 0.065% per day of the amount of security deposit shall be recovered from the bidder while receiving the security deposit.

## **7 Terms of Reference**

### **7.1 Scope of Services**

The Scope of services shall include the following three stages to be executed over the period of about 6months(24 weeks):

The above task is divided into three stages as under and the requirement of the staff will be dependent on the stage and may vary as per the need.

- Pre event (November 2017 – December 2017)
- During and post event (December 2017 to January 2018)

#### **Phase I: Provide Assistance in Investment Promotion Strategy and Policy Benchmarking**

- Define appropriate strategies and roadmap for investment promotion activities in Maharashtra
- Identify key stakeholders and event partners
- Chalking out action plan including national and international event promotional strategy to achieve the desired results
- Case studies of Similar National and International and to document event category, methodology and practices.
- Deliberate branding initiatives in the targeted stakeholders and co participants of the event
- Approaching various Retailers and associations of shoppers, hotels and restaurants
- Organise stake holder consultations at each level to firm up the overall theme and concepts of the event
- Prepare a detailed report on the possible venues, events, activities, travel route maps and supporting infrastructure for conducting the event smoothly.
- To create logo of the Event.

#### **Phase II: Planning, and Pre Event Coordination and monitoring**

- Handholding to MTDC in selection and appointment of media partners.
- Oversee in preparation of Content for Promotional materials and marketing collaterals such as sector profiles, Maharashtra Investment Competitiveness Profile, Investment guide for Maharashtra,
- Oversee in Preparation and circulation of collateral s incorporating the promotional efforts nationally and internally.

- Creating the Calendar of the mail event and organising pre events.
- Generate revenue / sponsorship for complete execution of the MMSF 2017-18.

### **Phase III: Provide Assistance during the MUMBAI MELA SHOPPING FESTIVAL 2017-18**

- Define the road map and action plan for organizing MUMBAI MELA SHOPPING FESTIVAL 2017-18
- Devise the activities, preparation of structure of the event and assist in organizing MMSF 2017-18. Organise and execute the event as per calendar.
- Organizing one to one meetings for identified prospective event partners and Indian retailers, shopping centre owners, hotel associations before the event and during the days of the event.
- Help assist the designing event Intentions document/Strategic Partnership document and identification of project partners.
- Documentation of meetings during the preparation stage and documentation of all seminars, meetings, conference, proceedings during the days of event.
- Help in organizing Discussion forums, assist in relevant administrative activities, and facilitation of feedback from the stake holders etc.
- Suggest promotional plan for the event.
- Summit and discussion with various national associations of trade bodies/ event forums.
- Identifying and approaching partner organizations, agencies, NGO's for the event.
- Preparation for panel discussions/discussion forums and other knowledge event related activities.
- Identify cultural Zone and undertake various cultural activities.
- Seek permission from various department of the activities.

## **7.2 Data & Facilities to be provided by the client:**

### **7.2.1**

MTDC shall act as a facilitator as and when required for in obtaining relevant preliminary & secondary information, relevant documents available. No funds will be made available by MTDC for organising the event.

### 7.3 Project Team

The Agency would be required to form a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

Sr. No.	Position	Experience
1	Team Leader	MBA in relevant field having more than twelve years' of relevant experience, having a very strong network with different associations present in retail, hospitality and real estate sector nationally/internationally.
2	Retail Expert	Post graduate in relevant discipline having experience in retail management/real estate for more than ten years.
3	Financial Expert	Post Graduate in Finance/ Economics/ Chartered Accountant having more than eight years' of relevant experience in project financing, revenue generation mechanisms, project modelling.
4	Project Coordinator	Post graduate in relevant discipline having experience in client liasoning for more than five years.
5	Marketing/ Event Management Expert	Post graduate in relevant discipline having experience in marketing, event management for more than ten years.

In addition to Key Personnel, the agency is required to deploy adequate number of supporting technical staff. The agency shall confirm the presence of the survey teams in man-days on site.

### 7.4 Period of Assignment and Deliverables

The time period for the assignment is 6months (24 weeks) from the issuing of the Letter of Award (LoA).The breakup of the period of Assignment as per the Terms of Reference is as follows:

Sr. No.	Deliverables	Time Span for Submission
1	Inception report	T + 1 weeks
2	Fortnightly/Monthly Progress Reports	weekly
3	Presentation on Promotion strategy and action plan	T + 1 weeks
4	Presentation on action plan for MMSF 2017	T + 2 weeks
5	Status on Investment lead generation & follow-up	T + 2 weeks
6	Organizing international and national correspondence on prospective event partners	T + 3 weeks
7	Report on Planning and work plan for the event	T + 3 weeks
8	Preparatory activities for organizing the event	T + 3 and 4 <sup>th</sup> week

Sr. No.	Deliverables	Time Span for Submission
9	Documentation and follow-up action plan after the Summit	T + 7 weeks
10	Status Report on leads and references for successive future events	T +10 weeks

The agency should commence the assignment within a **week** from the date of issuance of Letter of Award by MTDC

#### 7.5 Payment Schedule:

Complete funds to organise the event has to be generated by the agency. MTDC will not give any financial support for organising the event or anything related to the same.

#### 7.6 Reports/ Documents

The agency has to submit 2 hardcopies along with soft copies of each deliverable for reviewing, comments and approval.

**Note: The Authority has formed a Steering Committee (SC) for this assignment and all the works and reports prepared by the Agency will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.**

#### 7.7 Custody of Reports/ Data etc.

All documents received from the client, shall remain in the custody of the Agency during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Agency till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

#### 7.8 Property of the Client

All work submitted to the client by or under the authorship and signature of the agency shall be the professional responsibility of the agency .

All data collected, financial model developed for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available along with the final report.

## **8 Evaluation of Bids**

### **8.1 Opening of Bids**

The Technical proposals shall be opened as per clause 3 of this document. If possible agency may depute their representative to be present at the time of opening of proposals.

### **8.2 Test of Responsiveness**

#### **8.2.1**

Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- i. It is received as per the format at Appendix 1 to 12;
- ii. It is received by the Bid Due Date including any extension thereof pursuant to Clause 6.13.3;
- iii. It is signed, sealed, hard bound and marked as stipulated in Clauses 6.10 and 6.11;
- iv. It is accompanied by the Bid Security as specified in Clause 6.21.1 ;
- v. It is accompanied by the Power(s) of Attorney as specified in Clauses 6.1.4 and 6.1.4, as the case may be;
- vi. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

#### **8.2.2**

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

### **8.3 Evaluation of Bids**

#### **8.3.1**

The proposals shall be evaluated as per the parameters set below and ranked accordingly.

## **A. Technical Evaluation:**

### 8.3.2

Both the technical and financial Proposals shall be marked separately. The technical proposal shall be evaluated on the following parameter and the marks shall be given accordingly:

1. Qualification and experience of the key personnel of the proposed team for the study;
2. Approach paper on methodology proposed by the agency / agency to carry out the study, coverage of TOR, understanding issues, innovativeness, Time Schedule, Work Plan, etc; and execution of completer event.
3. Capacity and willingness of agency to arrange funds for organising the event.

### 8.3.3

Based on the above technical factors, each agency would be assigned a technical score out of 100. Based on their ranking in technical score, agency scoring more than 70% are eligible for financial evaluation.

## **B. Financial Evaluation:**

### 8.3.4

The price bids of only technically qualified bidders would be opened for further consideration. The agency (L1) who has quoted the highest Royalty to MTDC will be given a score of 100. The agency s will be allotted score relative to the score of H1, which will be as below:

$$Sf=100 \times FL/F$$

Where: Sf = the financial score of the Financial Proposal being evaluated

FL= the highest Royalty quoted.

F= the price of Financial Proposal under consideration

## **C. Weightage of Technical and Financial Bid**

### 8.3.5

The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. The weightage for technicall proposal may be further segregated into 50% - qualification & experience of the project team; and 50% - presentation on approach methodology, time schedule & work plan. The weighted total score of both the Technical and Financial proposals shall be used to rank the Agencys. The first ranked agency will be called for further negotiation.

### 8.3.6

The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Agency who has submitted a Financial Proposal.

### 8.3.7

The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

## 8.4 **Contacts during Bid Evaluation**

### 8.4.1

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 8.5 **Negotiations**

### 8.5.1

Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the TOR. Agreement must then be reached on the final ToRs, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting. Then financial negotiations will be carried out.

### 8.5.2

After successful negotiations with the first ranked bidder, MTDC shall issue Letter of Intent (LOI) to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions and the first ranked bidder withdraws his proposal, MTDC may then call the second ranked bidder for negotiations.

### 8.5.3

No information on the evaluation and ranking of agency s' proposal will be disclosed to any person other than those directly concerned with the selection process. Any agency who tries to influence the evaluation, ranking or contract, will be liable to be rejected.

## 8.6 **Award of Contract**

### 8.6.1

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the



event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered. The Client shall promptly notify the other Agency s who were not technically qualified and also the agency s who were technically qualified but were not selected finally, that they were unsuccessful. The Bid Security of such agency s will be refunded within 30 days after issue of LOA to the successful agency .

## **8.7 Execution of Agreement**

### **8.7.1**

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

## **8.8 Commencement of assignment**

### **8.8.1**

The Agency shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed.

### **8.8.2**

If the Agency fails to either sign the Agreement as specified in Clause 8.6 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 6.20.6.

## **8.9 Proprietary data**

### **8.9.1**

Subject to the provisions of Clause 6.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency , as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

## 9 Fraud & Corrupt Practices

### 9.1

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 RFP, the Authority 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

### 9.2

Without prejudice to the rights of the Authority under Clause 9.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency , as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

### 9.3

For the purposes of this Section, 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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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 Authority, 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 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 LOA or the

Agreement, who at any time has been or is a legal, financial or technical agency / adviser of the Authority 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 Authority 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.

## **10 Pre-Bid Conference**

### 10.1

A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. **Only those parties who have received the invitation letter along with RFP document from MTDC shall be allowed to participate in the Pre-Bid conference.** A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

### 10.2

During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **11 Miscellaneous**

### 11.1

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

### 11.2

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
- d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- e) 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.
- f) return the Bid Security and the Performance Guaranty received from the Bidders in case the bidding process is cancelled by the Authority.

### 11.3

It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, 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.

## **Annexure 1: Proposal Submission Letter**

### **Proposal Submission Letter**

To,

**Managing Director**

**MTDC**

Maharashtra Tourism Development Corporation

4<sup>th</sup> Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate,  
Mumbai 400020.

**Sub: Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017**

Sir,

I / We, the undersigned, offer to provide the Event Management services for the above in accordance with your Request for Proposal dated ----- . We are hereby submitting our Proposal as per the prescribed formats sealed under separate envelopes. The envelope containing "Technical Proposal" contains 01 original and 01 copy of the Technical Proposal. The Financial Proposal is submitted in a separate envelope titled "Financial Proposal".

I/ We declare that:

- a) I/ We have examined and have no reservations to the RFP document, including any Addendum and Corrigendum issued by the Authority.
- b) I/ We do not have any conflict of interest in accordance with Clauses 6.1.9 and 6.1.10 of the RFP document; and
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the

Authority or any other public sector enterprise or any government, Central or State;  
and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 9 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

If negotiations are held during the period of validity of the Proposal, i.e., before <date>, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Encl: (1) TECHNICAL PROPOSAL - (2 Copies) in separate envelope for each copy.

(2) FINANCIAL PROPOSAL- (1 Copy) in separate envelope for each copy.

## Annexure 2: Format for Power of Attorney for Signing of Proposal

(On Rs. 100 Stamp paper duly attested by Notary Public)

### POWER OF ATTORNEY

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for **Sub: Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017**, including signing and submission of all documents and providing information/ responses to MTDC in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the Day of 201\_

For \_\_\_\_\_

(Name, Designation and Address) \_\_\_\_\_

Accepted

( \_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person



executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.

### **Annexure 3: Format for Power of Attorney for Lead Member of the Consortium**

**(On Rs. 100 Stamp paper duly attested by Notary Public)**

#### **POWER OF ATTORNEY**

Whereas, the **Managing Director, Maharashtra Tourism Development Corporation**, has invited proposals for appointment of event management agencies for **Undertaking Knowledge Partner and Event Management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017**

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_, having our registered office at \_\_\_\_\_ and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_ [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government For appointment as Agency & Event Management agencies or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS            DAY OF            201\_.

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

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

## **Annexure 4: Approach Paper on Methodology and Work Plan**

### **For Performing the Assignment**

1. Write up on Methodology to carry out this assignment. The Write up should cover, in detail, how the agency would carry out the study, understanding the issues, and innovativeness. The methodology for each head of the proposed Terms of Reference must be described.
2. Define various milestones for the study and specify time frame to complete each milestone. Also specify contents of reports at each stage of the study.

**Annexure 5:Composition of the Team Personnel, And Task(S) Of Each Team Member**

<b>1. Core Team</b>						
<b>Sr. No.</b>	<b>Name of the Member</b>	<b>Proposed Position</b>	<b>Name of Firm</b>	<b>Employment Status (regular/part time/others)</b>	<b>Educational Qualification</b>	<b>No. of Years Relevant experience</b>

<b>2. Support Staffs</b>						
<b>Sr. No.</b>	<b>Name of the Member</b>	<b>Proposed Position</b>	<b>Name of Firm</b>	<b>Employment Status (regular/part time/others)</b>	<b>Educational Qualification</b>	<b>No. of Years Relevant experience</b>

**Annexure 6:Format of Curriculum Vitae (CV) For Proposed Professional Staff**

(i) Name of Person:

(ii) Proposed position for this assignment: (Only one Candidate should be nominated for each Position as sought)

(iii) Designation:

(iv) Date of Birth:

(v) Nationality:

(vi) No of Years with present Employer:

(vii) Education:

Name of Degree (Graduate onwards)	College and University	Specialization	Year of Passing

(vii)Relevant Experience:

Please provide details of relevant assignments ,with respect to task assigned for the proposed study (as mentioned in (ii) above). Kindly provide following information for each assignment:

Name of Assignment	Name of Client	Time period	Description about assignment	Your role (Team/ Project leader, Sector Expert)	Time spent

(viii)Employment Record:

(Starting with present position, list in reverse chronological order, for every employment held.)

Name of Employer	Position held	Duration	Job Responsibility

(ix) Total No. of Years 'Experience:

Total No. Of years in Consultancy Service	
Total no .of Years in services other than Consultancy services	
Total Experience	

(x) Certification:

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my Qualifications and my experience.

Signature of Team Member

Date

**Note: The CV must be signed by the person whose CV is given. Only those CVs would be considered, which are signed by the concerned persons (Sign of authorized signatory other than the person whose CV is submitted, would not be considered.)**

### Annexure 7: Time Schedule for Professional Personnel

Please provide PERT chart of the work schedule. Provide Completion dates of various milestones.

Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, time frame during which they will work etc.

				Months (in the form of a Bar Chart)						
Sl. No.	Name	Position	Reports Due/Activities	1	2	3	4	5	6	Number of Person - Month
1.										Subtotal(1)
2.										Subtotal(2)
3.										Subtotal(3)
4.										Subtotal(4)
<b>Grand Total of Person Months</b>										

Full-time: \_\_\_\_\_ Part Time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature:  
 (Authorized Representative)  
 FullName:  
 Title:



**Annexure 8:Activity (Work) Schedule**

<b>A. Field Investigation and Study Items:</b>												
		<b>Week wise Program (in form of BarC hart) [1st,2nd,etc.areweeksfromthetartofassignment]</b>										
<b>Sl. No.</b>	<b>Item of Activity(Work)</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>	<b>7th</b>	<b>8th</b>	<b>9th</b>	<b>10th</b>	<b>11th</b>

<b>B. Completion and Submission of Reports</b>	
<b>Reports</b>	<b>Programme: (Date)</b>

## Annexure 9: Submission Letter of Financial Proposal

To,

**Managing Director**

**MTDC**

Maharashtra Tourism Development Corporation

4<sup>th</sup> Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate,  
Mumbai 400020.

**Sub: Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017-18.**

Reference MTDC, Letter no: \_\_\_\_\_ dated \_\_\_\_\_

Sir,

I/ We, the undersigned, offer to provide the consulting and Event Management services for **“Request for Submitting Technical & Financial Proposal for appointment as Event Management agencies for Undertaking Knowledge Partner and event management services for organizing Mumbai Mela Shopping Festival (MMSF) 2017.”** in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Proposal (Technical and Financial Proposals).

We undertake to raise the complete funds for organising and successful execution of the MMSF 2017-18.

We do agree that MTDC will not financially support the event and we will not hold MTDC liable for any financial assistance for organising MMSF 2017-18

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. <Date>.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

Signature

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Annexure 10:Break up – Financial**

<b>Sr. No.</b>	<b>Price Component</b>	<b>INR (in figure)</b>	<b>INR (in words)</b>
1	Estimated project cost For Completer organisation of the MMSF 2017-18 ( Funds to be raised by agency at its own)		
2	Royalty to MTDC		

**Note:**

1. All the prices quoted above must be exclusive of Taxes and duties applicable;
2. No conditions should be attached to the price proposal;
3. Royalty to MTDC should be quoted in lumpsum amount or Percentage on total project cost;

---

**Signature**

Full Name:

Designation:

Date:

## Annexure 11: Proforma Bank Guarantee for Performance Security

Date:

To,

**Managing Director**

**MTDC**

Maharashtra Tourism Development Corporation

4<sup>th</sup> Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate,

Mumbai 400020.

In consideration of **Maharashtra Tourism Development Corporation** acting on behalf of the [Governor of Maharashtra] (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 "Agency " which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the ..... Project, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the "Bank") at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency 's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be

a valid discharge of our liability for payment there under and the Agency 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 Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency (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 six (6) Months after the completion of the Assignment)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

**NOTES:**

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

**Annexure 12: Format of Query Submission**

<b>Queries - Request for Submitting Technical &amp; Financial Proposal for appointment as Agency &amp; Event Management agencies for Undertaking Knowledge Partner services for organizing Mumbai Mela Shopping Festival (MMSF) 2017</b>							
<b>Sr.No.</b>	<b>Refer Document (RFP)</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Subject</b>	<b>As per Bidding document</b>	<b>Clarification sought</b>	<b>Clarifications to be given by the Authority</b>
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						
	RFP						



**Annexure 13: Checklist for Submission**

Bidder(s) are requested to organize their Proposals as per the following checklist in the manner set forth in the Article 2 of this document:

<b>Envelope A</b>	<b>Tick (✓)</b>
1) Proposal submission Letter in the format of Annexure 1.	
2) Bid Security.	
3) Power of Attorney for signing of bid in the format of Annexure 2.	
4) Power of Attorney for Lead Member of Consortium in the format of Annexure 3.	
5) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 4.	
6) Composition of the Team Personnel, And Task(S) Of Each Team Member in the format of Annexure 5	
7) Key Professional Staffs' CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) in the format of Annexure 6.	
8) Time schedule for professional personnel in the format of Annexure 7.	
9) Activity (work) schedules in the format of Annexure 8.	
10) Comments on terms of reference.	
11) Checklist for Submission in the format of Annexure 13.	
<b>Envelope B</b>	
12) Submission letter of Financial Proposal in the format of Annexure 9.	
13) Breakup – Total Price of the Services in the format of Annexure 10.	

