

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LTD.

(A Govt. of Maharashtra Undertaking)

4th Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate, Mumbai 400020.

EXPRESSION OF INTEREST (Online Method)

Notice inviting Expression of Interest (EOI) (Online Method) from qualified, reputed and experienced event management agencies to conceptualize, design, develop, execute, manage & operationalize Sarangkhedachetak Festival Maharashtra on Turnkey basis.

Expression of Interest (Online Method) are invited from experienced Event Management firms for conceptualizing, designing, developing, executing, managing & operationalizing Sarangkhedachetak Festival on Turnkey basis for Maharashtra Tourism Development Corporation at Sarangkhedavillage in ShahadaTaluka of Nandurbar district, Maharashtra from 3rd December 2017 to 2nd January 2018.

The interested parties may visit www.maharashtratourism.gov.in an official portal of MTDC and / or www.mahatenders.gov.in for norms laid down for eligibility and detailed terms and conditions.

Sd/-

Managing Director,
MTDC, Mumbai.

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION
(A Govt. Of Maharashtra Undertaking)

4th Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate, Mumbai 400020.

Website: www.maharashtratourism.gov.in Email: festival@[maharashtratourism.gov.in](mailto:festival@maharashtratourism.gov.in)

**EXPRESSION OF INTEREST (EOI) (Online Method) FOR SELECTION OF
EVENT MANAGEMENT AGENCY TO CONCEPTUALIZE, DESIGN, DEVELOP,
EXECUTE, MANAGE & OPERATIONALIZE SARANGKHEDA CHETAK FESTIVAL
IN MAHARASHTRA ON TURNKEY BASIS.**

Technical and Financial bids are invited for selection of Event Management Agency for organizing "Sarangkheda Chetak Festival in the month of December, 2017 from qualified and experienced event management agencies.

ACTIVITIES	DATE & TIME
Issue of EOI	03.11.2017.
Online Submission of Bid	13.11.2017. (before 3 pm.)
Online Technical Bid Opening	15.11.2017. (13.00 pm).
Online Financial Bid opening.	16.11.2017 (13.00 pm).
Online submission of EOI Document Fees (non-refundable)	Rs. 5000/-
Online submission of EMD (in INR)	Rs. 5,00,000/-

The EOI document can be downloaded from www.maharashtratourism.gov.in or can be obtained in person on payment of Rs. 5,000/- from above mentioned address. Those who are downloading the document from the website, shall have to submit a Demand Draft of Rs. 5,000/- towards EOI form fee. The EOI fees is non-refundable. Applications without EOI form fee shall not be considered for evaluation process. Demand Draft may be made in the name of Maharashtra Tourism Development Corporation LTD. Mumbai.

NOTE:

1. All queries and correspondences shall be addressed to The Managing Director, MTDC, 4th Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate, Mumbai 400020. Email – festival@maharashtratourism.gov.in
2. If the Office of the The Managing Director, MTDC happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office upto the same time and at the same venue.
3. Please quote Ref. Number in all your correspondence.

GENERAL INSTRUCTIONS

- a. **Technical Bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS as online method super-scribed with due date, time, project and nature of bid). Bidder has to submit hard bound document duly numbered. Loose documents shall be summarily rejected.

PART I	Bid Security and Price of the Tender Document to be submitted online. superscripted with the Tender Document number. Please enclose EMD of Rs. 5,00,000/- and Price of one copy of the Tender Document of Rs. 5,000/- in form of Demand Draft drawn in favor of "Maharashtra Tourism Development Corporation Limited" payable at Mumbai.
PART II	Original and one copy of TECHNICAL BID complete with all technical and commercial details except the prices. Original document shall be considered as authentic.

The method containing Part-I and Part-II of offer should be submitted online. All pages of the offer must have Digital signature.

- b. **Financial Bid:** Bidder shall fill the Price bid in the PRICE BID FORMAT and submit the FINANCIAL BID document online.
- Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading "Deviations".
 - Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
 - The price of one copy of the Tender Document is Rs.5,000 /-, which can be paid by crossed Demand Draft. The Demand Draft may be drawn in favour of 'Maharashtra Tourism Development Corporation Limited" payable at Mumbai.

Yours faithfully,
For and on behalf of

MANAGING DIRECTOR
Maharashtra Tourism Development Corporation Limited (MTDC),
4th Floor Apeejay House, 3 Dinshaw Vachha Road, Churchgate, Mumbai 400020.

INSTRUCTIONS TO THE BIDDER

DEFINITIONS

- In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:
 1. "Agreement" means the document signed by MTDC and Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
 2. "Bid" means the complete bidding document submitted by the bidder to The Managing Director, Maharashtra Tourism Development Corporation Limited (MTDC) and shall include any corrections, addenda and modifications made therein.
 3. "Bidder" shall mean a corporate entity or a society or a corporation or a firm eligible to participate in the tender in the stages of Pre-qualification, bidding process and shall include the successful bidder during the currency of the Contract.
 4. "Proposal" means all documents and information submitted by bidder supporting its bid to provide the services to MTDC, as required under this document.
 5. "Contract Period" shall mean entire term of the contract as indicated in the Section 7 of this document.
 6. "Contract" shall include the Terms of Reference as outlined under Section 7 with the Terms and Conditions of the Agreement.
 7. "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value, pressurizing to influence the action of a public official in the process of bidder selection and contract execution.
 8. "Authority" shall mean Maharashtra Tourism Development Corporation Limited, Government of Maharashtra for this purpose.
 9. "Operator/Contractor/Agency" shall mean successful bidder shortlisted and allotted this work.
 10. "Operator's Equipment" shall mean all equipment, instruments, tools, machinery and other appliances and things of whatsoever nature required for the fulfillment of the Contract or of the Operator's Obligations, but not including those items which are intended to form, or which form part of the event.
 11. "Defects Liability Period" shall mean the defects liability period from date of inaugurations of the facilities up to the success full completion during which the selected agency shall undertake the responsibilities, and have the liability for the facility.
 12. "Facility" shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including pathways, toilets, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, safety equipment, plant, machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time and items executed under this contract.

13. "Financial Capability" means financial worthiness of bidders as per the terms of the Tender.
14. "Government Authority" shall mean any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self-regulatory organization.
15. "Law" shall mean and include all the provisions of all Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgments awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi-Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time. The courts at Mumbai shall have exclusive jurisdiction over the matter.
16. "Site" shall mean that specific area specified in the bid documents and shall include any other places as may be specifically designated by the MTDC from time to time as forming part of the Site.
17. "Local Language" means the language declared by the concerned State Government as their official language.
18. "Authority" means the organization/institution, which is floating this, tender i.e. The Managing Director, Maharashtra Tourism Development Corporation Ltd, Government of Maharashtra,
19. "Selection Procedure" means the entire procedure conducted by MTDC to select and appoint the Successful bidder for the provision of the Services pursuant to the Tender process and the subsequent negotiation, finalization and execution of the Agreement.
20. "Total Accepted Tender Value" means the total value of services and supplies as covered under this Tender and agreed upon by the Authority and the Bidder.
21. "Professional Advisor" shall mean the agency appointed by the Govt. of Maharashtra or its body to assist in preparing conceptual layout, tender preparation, evaluation of the agency, Third Party Inspection and Quality Assurance, bill certification, and contractual matters related to appointing the bidder for venue preparation for the Event.
22. "Event Management" means conceptualizing, Planning, Organizing, Operating and managing the event venue and supplying and providing all necessary services to the visitors.
23. "Event Completion" means completion of all supply, Execution, Services and Event management works under this contract.

TENDERING PROCEDURE:

Blank Tender Forms.

1. Tender Forms can be downloaded from the e-Tendering portal of

Maharashtra Tourism Development Corporation Ltd., Mumbai, Government of Maharashtra, i.e. <https://mahatenders.gov.in> after entering the details of payment towards Tender Fees As per the Tender Schedule.

2. The tender submitted by the bidder shall be based on the clarification, additional facility offered (if any) by the Department. Tender shall be unconditional. Conditional tenders will be summarily REJECTED.
3. All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The contractor should clearly mention in forwarding letter that his offer (in Technical Bid/Cover, Financial Bid/Cover) does not contain any condition, deviations from terms and conditions stipulated in the tender.
4. Bidders should have valid Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in the document; Procedure for application of Digital Certificate.
5. Bidder should properly study the Electronic Tendering System. For any assistance on the use of Electronic Tendering System, the Users may call/ mail the below:

The 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232 and
on
E-Mail: eproc.support@maharashtra.gov.in

Guidelines to Bidders

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this tender site :

<https://maharashtratourism.gov.in>

- (1) Bidder should do the Registration in the tender site <https://mahatenders.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS / nCode/MTNL/eMudhra.
- (2) Bidder then login to the site giving user id / password chosen during registration.
- (3) The e-token that is registered should be used by the bidder and should not be misused by others.
- (4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected As pretender requirements and then attached along with bid documents during bid submission.
- (5) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- (6) If there are any clarifications, these may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- (7) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwg formats. If there is more than one document, they can be clubbed together.
- (8) Deleted.
- (9) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- (10) The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

- (11) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- (12) Deleted.
- (13) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. Bidder shall take proper care regarding type/ mode/ version of the software/ dataware he is using while submitting the tender. Any delay / non-submission of tender due to this shall be attributable to the bidder only and MTDC shall not be responsible for this.
- (14) The bidder may submit the bid documents by online mode through the site (<https://mahatenders.gov.in>) as indicated in the tender.
- (15) The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- (16) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- (17) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- (18) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- (19) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (20) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the

submitted tender documents become readable only after the tender opening by the authorized individual.

- (21) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (22) The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (As per Server System Clock).
- (23) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- (24) For any other queries, the bidders are asked to contact through Mail : etender.maha@nic.in

EXPRESSION OF INTEREST

for

CONCEPTUALIZE, DESIGN, DEVELOP, EXECUTE, MANAGE & OPERATIONALIZE SARANGKHEDA CHETAK FESTIVAL IN MAHARASHTRA ON TURNKEY BASIS.

Maharashtra Tourism Development Corporation Ltd. invites reputed and experienced event management agencies to conceptualize, design, develop and organize Sarangkheda Chetak Festival at Sarangkheda village in Shahada Taluk of Nandurbar district, Maharashtra on a turnkey basis. The selected agency will be engaged for 5 years period for organizing the Sarangkheda Chetak festival from the time of signing the agreement.

1. PREAMBLE

1.1. MAHARASHTRA & IT'S TOURISM BACKGROUND

The state of Maharashtra characterized by sheer size and diversity is located on the western parts of the country. Being a part of one of the Deccan Plateau and Western Ghats (world biodiversity hotspots), Maharashtra is endowed by rich and diverse biological resources and varied landscapes. The state boasts for five world heritage sites and an array of cultural and heritage symbols like forts, monuments, sculptures, etc. For any discerning traveller, the state offers attractions ranging from megalithic sites to the cave temple to the more recent medieval structures. Ajanta and Ellora caves have lured travellers for more than a century.

Maharashtra is the second most populous state in India and in terms of geographical coverage third largest in the country. It has a long coastline covering almost 720km long coastline along the lush green Konkan region. There are 3 distinct regions, together forms the present day Maharashtra state- Western Maharashtra, Vidarbha and Marathwada. Nestled in the Western Ghats and the Sahyadri mountain ranges are several hill stations and water reservoirs with semi-evergreen and deciduous forests. The Vidarbha region of Maharashtra, with its dense forests, is home to several wildlife sanctuaries and national parks. Thus all the regions of Maharashtra offer considerable tourism potential.

Maharashtra is a land with a huge scope of opportunities in field of tourism. It has varied landscapes, wildlife, historical sites, heritage etc to offer to the tourist. MTDC wishes to promote its state across the globe, and invite people to get first-hand experience of the tourism products of the state. This will also include the Maharashtrian culture, cuisine, handicrafts, traditional attires etc.

Maharashtra Tourism Development Corporation (MTDC) is the nodal agency of Government of Maharashtra for the promotion and development of tourism in the state. As the state's tourism board, MTDC plays a pivotal role in improving the tourism profile of the state by way of projecting the state's multi-faceted natural, cultural and heritage features among visitors from across India and the world. Over the years, MTDC has evolved and implemented landmark initiatives with the aim of promoting tourism in Maharashtra and this has aided the state to progress from a favorable tourist destination to a premier tourist destination.

Festivals and events help in promoting tourism, especially for destinations, which are new and emerging. MTDC has been in the forefront of promoting various festivals in Maharashtra, which has resulted in improving the tourism profile of the state substantially.

1.2. SARANGKHEDA CHETAK FESTIVAL

SarangkhedaChetak Festival is the transformed version of Sagarkheda Horse fair- an age-old rural fair of horses occurs every year in the picturesque rural hinterlands of Northern Maharashtra. The event occurs in a designated site measuring approximately 20 acres on the banks of Tapi River in Sarangkheda village in ShahadaTaluk of Nandurbar district. Every year beginning of the fair coincides with DattaJayanti festival being which marks celebrations at the DattaMandir in the village.

As one of oldest and largest horse fairs in India, this event is an amalgam of trade & traditions, royalty & heritage, agriculture, rural sports, etc. There are historical references of the fair and the most noteworthy been, ChhatrapatiShivaji buying few warhorses from this fair. In the past, the fair has attracted horse traders and buyers to Sarangkheda from far-flung areas of India and as far as Balochistan and Arabia. In recent times, the fair attracts horse owners and traders mainly from different parts of India and the visitors constitutes largely from neighboring areas. An estimate suggests around 2000-2500 horses are being brought to the venue during the fair period. The festival due to its unique character, vibrant heritage, long history and strong tourism potentials has the potential to attract scores of visitors both from and outside the state. It was in this background, MTDC and Sarangkheda Panchayat jointly organized the SarangkhedaChetak Festival in a modified format during December 2016.

1.3. PROPOSED PROJECT:

Maharashtra Tourism Development Corporation Ltd. (MTDC) now intends to spruce up the Sarangkheda Chetak festival to a global event that offers unique, authentic and vibrant experiences while providing world-class facilities and services to visitors that include domestic tourists and foreign tourists. By elevating the festival to a mega event, MTDC aims at promoting the festival to global audience and thereby instill the growth and development of tourism in the region.

It is envisioned that the existing festival format needs to be re-structured in the form of a MARQUEE FESTIVAL, wherein new and varied features, activities and programs are to be included keeping in mind the larger and diverse audience it is going to attract. While doing so, it is envisaged that central theme should remain '**horses**' and '**horse fairs**' and sub-themes can be built around this.

Additionally innovative activities and tour programs can be devised by way of creatively linking resources, traditions, culture, activities, etc. which are present in and around the area. To attract different target groups, the possibilities of activities relating to adventure, nature, culture, heritage, etc. needs to be assessed and the feasibility of it to be included in the package has to be worked out.

As an event visualized as a global and mega event; MTDC recognizes the need for engaging an event management agency, which will conceptualize the event, design and develop the festival venue with high quality facilities and services and ensure best manpower for the successful execution of the festival. It is expected that this agency should be well versed with protocols, guidelines and systems of organizing international events of similar nature.

For this, MTDC intends to appoint a qualified and experienced event management agency through a transparent and competitive bidding process, which upon selection will conceptualize, design, develop, execute, manage & operationalize Sarangkheda Chetak festival on a turnkey basis for a stipulated period.

1.4. VENUE OF THE EVENT AND ACTIVITIES

The Sarangkheda Chetak festival takes place in Sarangkheda village. For organizing various events and facilities as prescribed in the Scope of Work section, the bidder shall arrange land parcel at own cost at Sarangkheda fulfilling the following specifications;

Details	Required Area (approx.)
Tent City	10 – 12 acres

Adventure Zone and Parking	15 – 20 acres
Horse Fair Grounds	15 - 20 acres

1.5. REVENUE FROM EVENT:

All the revenue generated from the event would accrue to the selected agency.

1.6. TOTAL DURATION OF THE EVENT:

The event will be held for 30 days (1 month).

2. TERMS OF REFERENCE

2.1. OBJECTIVES OF THE ASSIGNMENT

The broad objectives of the assignment, to be accomplished are as follows;

- a) Provide complete event management services for organizing the mega annual event- Sarangkhedha Chetak Festival in Northern Maharashtra for a period of 10 consecutive years
- b) Offer world-class facilities, services and activities and thereby making the festival a signature event of Maharashtra
- c) Promote the event among wider target groups that include both domestic and foreign tourists utilizing most effective communication channels and mediums
- d) Contribute to the growth and development of tourism in Northern Maharashtra region.

3. SCOPE OF WORK:

The agency selected shall be responsible for organizing and managing the Mega Event-SARANGHKHEDA CHETAK FESTIVAL- from its conception to execution stage. The agency needs to ensure that everything from planning to execution of the event happens efficiently while complying with national and international norms & standards and also adhering to all applicable government stipulations and regulations.

The scope of work with the requirement of different items is only indicative and not exhaustive. The requirement of various items may increase or decrease as per the actual requirements.

Broadly the assignment would cover (but not limited to) the following aspects;

- **EVENT PLANNING, ORGANIZING & MANAGEMENT**
- **EVENT PROMOTION & MARKETING (ONLINE & OFFLINE)**

The detailed scope of work for the assignment is given below;

3.1. EVENT PLANNING, ORGANIZING & MANAGEMENT

3.1.1.Event Master plan:Conceptualize, Design, Develop, Execute, Manage and Operationalize master plan of the Events along with timelines.

3.1.2.Thematic events - Planning & Organizing: The agency shall conceptualize the event based on festival theme and sub-themes. The Central theme of the event is 'Horses and Horse fair' whereas sub themes can be drawn in the areas of but not limited to, ***Heritage & Traditions, Culture related programs & exhibitions, Adventure activities***, etc. Broadly there will be three activity zones namely; **TENT CITY,ADVENTURE ZONE** and **HORSE FAIR GROUNDS**.

3.1.3.Infrastructure facilities: The agency shall set up necessary infrastructure for organizing the events in three-activity zones viz., Tent City, Adventure Zone and Horse Fair Grounds.

3.2. TENT CITY: The agency shall develop the tent city area with a thematic orientation (for eg; Ranch style) and organize facilities and services in the tent city as listed below (but not limited to);

SR.NO.	ITEM	QUANTITY
1	Tents (AC Tents & Non AC Tents)	60
	AC Tents (Minimum 18 sq.mtrs each)	30
	Non AC Tents (Minimum- 15 sq.mtrs each)	30
2	Reception Center cum Office space	The facilities shall commensurate / match with the tent city / number of tents.
3	Entrance Gate	
4	Dining & Bar Area (Dining Hall, Kitchen, Bar, Viewing Deck)	
5	Club House	
6	Cultural Area	
7	Fooding & Bar	
8	Electrical & Water	
9	Cultural Activity	
10	Health Spa (set up & operations)	
11	Manpower (Reception, Club, Housekeeping, Dining)	
12	Thematic Ambience (Flags, carpentry, ranch style cloth machinery,	

	barricading, lamps, etc.)	
13	Security & CCTV	
14	Golf Cart (2 nos.)	
15	E Rickshaw (2 nos.)	
16	Cycles (10 nos.)	
17	Liasoning Cost	
18	Logistics (Railway and Bus pick up & drop service)	

3.2.1. TENT ACCOMMODATION: The agency shall provide a total of 60 well-appointed tented cottages for the stay of visitors during the festival period. Two types of tented accommodation viz., A/C TENTS and Non A/C TENTS are to be provided as per the following details;

- The tented cottages need to be equipped with amenities as part of luxury accommodation unit.
- Provisioning of allied facilities and services in various areas with interior amenities like carpet, door mat, green net, furniture & fixtures, luggage rack, Linens, electrical fittings, Shower Cubicle, WC, Hot & Cold Water, Laundry & other suitable facilities / amenities matching a Resort has to be included in the tented cottages.

3.2.2. ASSOCIATED FACILITIES: The agency shall provide the following items as associated facilities in the Tent City;

- **Reception:** A fully Air Conditioned thematically designed reception area to welcome guests with a fully furnished waiting lounge and a back office. A kids play area can be attached to the reception.
- **CLUB Area:** A fully furnished club area with Pool tables, Table Tennis Tables, Foos Ball Tables, Chess, Carom, Darts, other family board games, etc.
- **Riverside Bar & Dining Service:** The agency shall set up the Bar & Dining facility at the riverfront and serve the best of international and local cuisines.
- **SPA Facility:** Along with other amenities and facilities, the agency shall provide SPA facility to the visitors. The SPA facility should be equipped with best facilities and services.

3.3. ADVENTURE ZONE: The agency shall develop a dedicated zone as Adventure Zone, which will be equipped with different adventure, related rides and facilities. A list of adventure rides, facilities and services envisaged for the Adventure Zone are listed below;

SR.NO.	ITEM	QUANTITY
1	Quad Biking	The facilities shall commensurate / match with the tent city / number of tents.
2	Paint Ball	
3	Archery	
4	Star Gazing	
5	Horse Trail ride / safari	
6	Para motoring	
7	Jet Ski	
8	Paddle Boat	
9	Speed Boat	
10	Banana Boat	
11	Kayaking	
12	Horse Buggy Ride	
13	Ambience	
14	Electrification	
15	Security + CCTV	
16	Manpower (ticketing, management & operations)	

- The agency shall build a temporary jetty and access for water sports activities at the river side. The site for the same may be visited by the bidder so as to get an idea about size and type of jetty required.

3.4. HORSE FAIR GROUND: The agency shall plan, organize and manage various events at the Horse Fair Ground. While planning events at the Horse Fair Ground, the agency should include traditional activities as part of the fair to ensure the festival continuity, whereas new and exciting activities can be added that can attract wide range of visitors.

A list of activities, facilities and services that needs to be included in the Horse Fair Ground Zone is listed below;

Sr.No.	Item
ACTIVITIES	
1	Horse Dance Show
2	Horse Race
3	Tent Pegging
4	Obstacle Race
5	Horse Display & Breeding information
6	Horse Photo Gallery
7	Horse show competition
FACILITIES	
1	Boundary Wall
2	Entrance Gate
3	Horse Stables
4	Ground Preparation / Landing
5	Electrification / Consumption
6	VIP / Guest Viewing Enclosure (air conditioned)
7	Barricading
8	Event Balloon Branding
9	Horse Prize Money
10	PA System
11	Sound System
12	Exhibition Space for Handloom & Handicraft Products (mainly for Women SHG's)
13	Food Court
14	Prefabricated Multi stepped Stadia like arena seating (600 PAX.)
CULTURAL PROGRAMMES	
1	Bhajan Sandhya
2	VOICE OF SARANGKHEDA – Singing Competition

3	Sanrangkheda Dance Competition
4	Marathi Comedy Show
5	Marathi Paul Padte Pudhe
6	Lavani Dance
7	Anchor / Composer
8	Magic Show
9	Thematic Ambience - Décor (Flags, 3D display, Hoarding, etc.)
MARKETING & PROMOTION	
1	Printing & Online Promotion

3.5. GENERAL REQUIREMENTS: While developing various infrastructure and facilities, the agency is expected to fulfill the following aspects;

3.5.1. Thematic Ambience: It is expected that the agency conceives and create the infrastructural facilities following a thematic orientation. The entire set up should reflect the central theme (Horse fair) and sub themes (culture, history, heritage, etc.)

3.5.2. Development of detailed layout plan with designs: The agency shall prepare a detailed layout plan showcasing areas, services and activities of the project including layout plan along with plans of design, development and execution.

The concept designs and 3D designs should indicate the placement of facilities like tented cottages, restaurant, open bar, activity areas, etc. and amenities like toilets, parking area, waste management, etc. Develop, design and provide photos along with technical specification of structures including roofing, fabric type, etc.

3.5.3. Inauguration Ceremony: The agency shall organize the inaugural ceremony in a grand manner. Among other things, the agency shall organize the following things as part of the inaugural ceremony. All this facilities to be provided at time of inauguration and during the function till the function is over (including closing ceremony) shall commensurate with the stake of tent city.

SR. NO.	ITEM
1	Flower Decoration
2	Lamp lighting arrangements
3	Inaugural Parade
4	Dhol / Band
5	Shehnai
6	Buggy for VIP transportation
7	Celebrity endorsements
8	Parade Dancers
9	Souvenirs / Gifts for VIP's
10	Hostess
11	Anchor / Compering

3.5.4. Hospitality & allied services matching international standards

- The agency shall ensure that it offers high-quality services matching industry best standards in the areas of hospitality and allied services. For this engagement of qualified and experienced hospitality professionals in areas of accommodation management, Food & Beverages, activity management is highly significant.
- The agency shall position a Professional Hospitality Management Team comprising of the following professionals (but not limited to);
 - F&B Managers, Chef, Sous Chef, F&B Operations, etc.
 - Lobby Managers Housekeeping Manager & Team, Room Service, Lounge and Bar Management Team,
 - Activity Area Team MEP Team, Maintenance Team etc.
- Manpower deployment plan are to be submitted in the technical bid.
- Provisioning of Food & Beverage services for all the in-house guests as well as walk-in guests. ☐
- Services of the agency shall include managing visitors, i.e. managing their check-in / check-out, pickup & drop, providing meals, tea-coffee, breakfast and other services including in-house facilities.

- Cleanliness in and around tents, housekeeping, cleaning, security, service staff, etc. is within the scope of service delivery. Emptying of soak pits on daily basis or as per requirements is also within the scope of work

3.5.5. Destination Maintenance & upkeep: The agency shall undertake the overall maintenance, upkeep and management of the destination that includes facility management, visitor management, crowd control, event management, transportation management, safety & security, etc. Further the agency shall oversee aspects relating to operations, contracting, quality assurance, organizing various programs, tour packages, booking, timely reverts and confirmations, etc.

3.5.6. Guest Pickup and Drop: For the guests who had opted for the tour packages, the agency shall organize the pick-up and drop facility between the tent city and the nearest town head, railway station, airport, as the case may be.

3.5.7. Furnishing & Furbishing: The agency shall do the furnishing and furbishing of the event area and its facilities adequately. The agency shall provide all required furniture like sofa, soft chairs, desks, meeting table, bench, folding table, wooden shelves, steel shelves, wooden stools, etc.

3.5.8. Supply and Installation of electronic & electrical equipment: The agency shall install electronic and electrical equipment like AC, televisions, printers, computers, electronic boards, refrigerators, etc. at the common areas, event location and tents at the venue. The electronic equipment should be of latest configuration and should not be older than 2 years. The Agency shall ensure that adequate number of spare electronic equipment is readily available at the site could be used in case of need. ☐

3.5.9. Toilet facilities: The agency shall set up adequate number of toilet facilities separately for males and females at strategic points identified for the said purpose.

3.5.10. Lighting and illumination: The agency shall provide lighting and illumination using high wattage LED lights or other equivalents to light up the event area adequately.

3.5.11. Safety & Security: The agency shall ensure adequate safety & security during the event duration for which a security plan needs to be devised and the same needs to get approved from the authority. The agency shall ascertain and prepare a Venue Security plan and a Security Deployment Pattern and once approved should implement during the course of the event. Based on the plan, the agency shall deploy sufficient number of trained security personnel who will manage thing. The agency shall co-ordinate with local police to provide security for VIP's, officials, artists, visitors, staff, etc.

- 3.5.12. CCTV Cameras:** The agency shall supply sufficient number of security cameras with monitors and recording system. These security cameras are to be put up at all entry/exit gates of the stadium and other important areas in the venue.
- 3.5.13. Public Address System & Wireless Communication:** The agency shall provide public address system along with portable mikes and other wireless communication equipment.
- 3.5.14. Crowd & Parking Management:** The agency, in consultation with the local Panchayat and police, shall formulate a crowd & parking management plan for the event. The agency shall make all infrastructure arrangement for its implementation, including but not limited to barricading, masking, parking signs, validation of vehicle entry & arranging security personnel.
- 3.5.15. Barricading:** The agency shall ensure proper barricading set up at venue, parking areas, entry points, etc.
- 3.5.16. Event Logistics:** The agency shall organize and manage all the event related logistics that includes transportation and overall delivery for the setting up of stage & green Rooms with all required elements (truss, lights, AV set & décor, LED Screens, sound system, etc.) for the efficient management of events and ceremonies. The agency shall organize audio, computer and video arrangements for presentations and speeches. Power arrangements including backup power. Furniture-tables/chairs, floral arrangement, elegant flower arrangements and beautification of plaque area with floral, flags, etc.
- 3.5.17. Manpower supply & management:** The agency shall ensure **manpower** in sufficient numbers and quality are available during the event period to undertake various activities including ticketing, security, venue management, accommodation, managing artists/performers, managing power & water, organizing various activities, etc. so as to ensure the event flow doesn't get affected. During the event period, the agency shall position a Back-end support team with dedicated staff to handle operations and management.

It is expected that the agency devise a manpower deployment plan specifying the Project Team & maintenance team including Engineers, Designers, Architects, and Technical & Event Consultants, which will be dedicated to this Project. This also includes supply, control and management of the temporary manpower required to discharge various project related works.

This also includes supply, control and management of the temporary manpower required to discharge various project related works and provision of adequate manpower for all areas as advised by MTDC to be deployed and kept as back up.

The agency shall set up a Back-end-Support team with dedicated staff to handle operations and the services of the team need to be ensured throughout the event period.

3.5.18. Vendor Management & Liasioning: The agency shall manage relationships with event vendors, Liasioning with local Panchayat, concerned Govt. departments, District Administration, etc. MTDC will act as a facilitator.

3.5.19. Environment Compliance Plan: Prepare an Environment Compliance Plan adhering to all applicable environmental compliances and regulations and adopt best practices in water and energy utilization.

3.5.20. Other responsibilities: The agency shall fulfill the following during the entire duration of the event;

- Management on-site event set up, hygiene standards and the upkeep of the site.
- Overall management of the event encompassing venue upkeep, maintenance, safety and security.
- Agency shall consult the Chetak Festival Committee, Sarangkhedha for the overall planning of events.
- Prepare an Environment Compliance Plan and ensure that event activities and infrastructure does comply with the said plan all the time.
- Air-conditioning with details of units / power consumption, efficiency, tonnage plan to maintain 23 degree Celsius, Power Distribution, Cabling and Equipment provision including provision for sufficient power back-up
- Water supply & electrical connection will be provided at one point & thereafter necessary arrangement for water supply line, over head tank with stands etc.& electric line with all materials like panel board, distribution board, different size of cable, change over switch, earthing etc. is the part of scope of the agency. ☐
- Plumbing & Water Management including Water Pressure Systems for each and every shower and toilets, Provision for Drinking Water RO Plant(s), & Water Treatment etc., Facility Management including Sewerage and Waste Disposal & Management
- Agency shall repair & maintain drainage & other infrastructure for usage on his own cost. ☐
- All the equipment in excellent working condition with technical manpower support and also certified by a qualified engineer.
- The bidder shall arrange for DG set for 100% back up with all accessories, consumables, ☐cabling, change over switches, panel board etc complete at his cost. ☐
- Fire safety and other safety measures must be followed by the agency as per prescribed rules & regulations. Water supply is meant for domestic use only. It shall not be used as drinking water.

Drinking water shall be arranged by the agency as per specifications only.

- The transportation installation & dismantling of materials
- Driver & Staff Boarding & Lodging including separate kitchen, Toilets, shower and back-office facilities and management
- Installation of paver blocks in front of the tents, construction of internal roads, boundary walls and creation of a raised platform for the tents.
- Providing electricity connections along with the required amount of electricity load at different locations on the venue as suggested by the service provider.
- Providing water connections with adequate supply to ensure smooth running of the property at multiple locations, as suggested by the service provider.
- Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by agency.
- Agency shall furnish the schedule of implementation to the MTDC/Project Consultant so that systematic and timely monitoring of the project can be done.
- MTDC advertisement with attached terms & conditions, original letter of offer of agency, initial presentation, subsequent discussions and addendum to the same becomes part & parcel of the Contract.
- Agency should comply and obtain all statutory approvals. Licensed electrical Contractor, clearances & License from Labor department as required by Law.
- The Agency shall work in close co-ordination with MTDC, other Government departments, local bodies, etc.
- Undertake any other related assignment may be provided by MTDC from time to time based on mutually agreed terms and conditions.

3.6. EVENT PROMOTION & MARKETING

3.6.1. The agency shall prepare a detailed Event Promotion & Marketing plan covering the event features and details like various products, attractions and services in a layout format. The plan should spell out target groups along with identified communication channels and methods adopted to reach out to each of them. Various marketing & promotional medium like prints, digital, radio, on ground activations, etc. shall be employed.

3.6.2. For a high impact promotional and marketing campaign, the agency shall work to;

- Strategize for a high-impact event-branding program that includes logo design, caption, tagline, collaterals, etc.
- Create specifications and samples of Marketing (including Digital Marketing including Search Engine Optimization (SEO), Search Engine Management (SEM), Social Media Marketing, Blogging, E-

- mailer Campaigns etc.), Concept Branding, Hoardings various locations, Collaterals & Promotional Material, Road shows, etc.
- Evolve Package Design Concepts, Designing of Website/portal, homepage, Technical Specification & working of the Booking Engine along-with Payment Gateway, Apps Design & development, Yield / Revenue Management, Mailers, SMS Blast, Data Procurement, dedicated email to support bookings, etc.
 - Creation and distribution of Collaterals like Brochures, Fliers, danglers, handouts, standees, posters, event calendars, T-shirts, caps, bags, pens, writing pads etc.
 - MTDC shall undertake extensive promotion and marketing of the festival using various mediums such as leading Newspaper advertising (local, regional & national), Magazines, Radios, Television Commercials, Hoarding at prime location in target cities, participation in leading tourism exhibitions around the world, Airport and in-flight Advertising, along with other suitable and required medium. On site branding with various directional signages, structural signages and internal maps. For this, the agency needs to work in close co-ordination with MTDC and supply all content and promotional materials time to time.
 - MTDC would also provide booking assistance to the agency. For those bookings generated through MTDC, the agency shall give 10% of booking amount to MTDC.
 - Besides collaborating with key tour operators from different target markets, the agency shall organize FAM trips for tour operators, set up and manage a full fledged Call Center with Toll Free number which are essential for effective marketing and promotion.
 - Provide undeterred online support and management.
 - Implementation of the Marketing Campaign including Press Meet, Curtain Raiser, Hoardings, Print and Electronic Ads, Souvenirs, Brochures, Kit Bags, Stationary items, Flyers and other publicity and incidental materials. Printing and issuing Invitation Cards, Tickets etc. Photography, Videography, Documentation and Press Release.

4. MTDC'S OBLIGATIONS:

- 4.1. MTDC will facilitate the agency in land procurement for the project purpose.
- 4.2. For organizing the events, MTDC shall provide the agency watersports related equipment which can be used during the event period. All costs relating to the transportation of the equipment has to be borne by the agency.
- 4.3. Grant in a timely manner all such approvals, permissions and authorizations that the agency may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations. ☒
- 4.4. MTDC shall appoint, an authorized person as 'Coordinator – MTDC to coordinate with the agency on all matters related to the project for the successful execution of the work and to be responsible for all necessary exchange of information required. ☒
- 4.5. MTDC will undertake special marketing and promotional activities of SagarkhedaChetak festival through its direct and indirect channels..
- 4.6. MTDC will promote the packages and take the booking through its reservation offices also. For such sales, agency will pay 10% of the package price to MTDC.

5. QUALIFYING CRITERIA FOR BIDDERS

The Bidder shall be evaluated through a two-stage process viz.,

- a) STAGE 1- Pre-qualification Stage
- b) STAGE 2- Technical Evaluation of Proposal.

5.1. STAGE- 1

The Bidder who fulfills the pre-qualification criteria shall be shortlisted for the second stage i.e., Technical Stage.

The pre-qualification Criteria along with the required documentary evidence is given below;

PRE QUALIFICATION CRITERIA:

SR.NO.	PRE-QUALIFICATION CRITERIA	DOCUMENTARY EVIDENCE
1	The company must either be exclusively an event management company or a company having exclusively defined event management division within the company.	Work order / Work Completion Certificate / Company documents
2	The company must have work experience of at least 10 (ten) years in event management.	Work order / Work Completion Certificate of works proving event management works been carried out 10 years before. (Year 2007 or before)
3	The Bidder should have executed at least one event with a Government Department with tented infrastructure in the last 3 years with a minimum project cost of 30 Crores.	Work order / Work Completion Certificate
4	The minimum average annual turnover for last 3 years (2014-15, 2015-16 & 2016-17) of the company from event management related business should be INR. 8 Crores (EightCrores) per annum.	Audited Financial Report for (2014-15, 2015-16 & 2016-17). CA Certificate indicating minimum annual financial turnover from the services of event management related business for year 2014-15, 2015-16 & 2016-17
5	The minimum net worth as on 31/03/2017 of the company should be INR 75 Crores (Seventy Crores).	Certificate from Chartered Accountant.
6	The bidder shall submit a Power of Attorney (PoA) authorizing the Signatory of the bid to sign and execute the contract.	Power of Attorney as per the format.
7	The bidder shall provide PAN,	A copy of PAN, Service Tax

	Service Tax Number, GST number, etc.	Return Statement/Certificate. The bidder shall also submit copy of the returns of Service Tax for last three year.
8	The bidder shall provide a valid EMD acceptable to MTDC. EMD deposit of INR 5 Lakh has to be submitted along with bid document. Non-refundable Tender fees of INR 5000/- (both to be submitted online)	Tender Fee DD and EMD DD
9	History of Litigation	As per the format given
10	Self Certified Letter indicating that they have not been blacklisted by any Government Department, Organization or Agency.	Self-Certified Letter.

5.2. TECHNICAL PRESENTATION:

The technically pre-qualified bidder shall be required to give an Audio-Video presentation at Mumbai on the date so intimated before the selection committee. The presentation shall cover the following points:-

1. Profile of Company .

2. Infrastructure of company

- Manpower
- Network of Offices
- Other infrastructural support facilities

3. Tourism related experience / events D. Experience of event management

- No. of significant event organized
- Experience of organizing special event

4. Proposed plan of Mega Event (SarangkhedaChetak festival) to boost Tourism

(Note: The maximum time for presentation shall be 15 minutes. Hard copy along with a soft copy of presentation has to be provided to MTDC at the time of presentation)

- All costs incurred by the bidder in respect of submission of offer and presentation shall be borne by the agency concerned.
- Other Terms and Conditions (enclosed) including tender notice shall also be a part of this Tender and binding upon the bidders.

- All necessary documents in support of qualification claim shall be attached with the application.

5.3. STAGE II- TECHNICAL EVALUATION

The bidders fulfilling pre-qualification criteria will be shortlisted for the next stage, which is Technical Evaluation. The following table lists the criteria for technical evaluation;

S r. N o.	Criteria	Documentary evidence	Marking pattern	Maximum Marks
1	Minimum 3 years of Experience in running temporary accommodation /tented accommodation/Any kind of accommodation/luxurious hotels & Hospitality industry. Experience will be considered as on March, 2017	Work Order, Work Completion Certificate clearly indicating experience	3 > x < 5 years – 5 marks If x > 5 years – 15 marks	15
2	Ownership of Tents and related infrastructure.		If owned – 10 If not owned - 0	10
3	Operation & Maintenance of similar event management initiative in PPP mode with any government undertaking	Work Order, Work Completion Certificate	20 crores to 25 crores – 5 marks More than 25 crores – 15 marks	15
4	Experience in developing, organizing and executing events successfully resulting in Greenfield destination development under PPP mode.	Work Order, Work Completion Certificate	1 to 3 Events – 5 marks 3 events or More- 10 marks	10
5	Turnover	Balance sheet, IT returns & CA certificate.	8-15 crores – 4 marks. 15- 30 crores- 6 marks.	10

			Above 30 crores-	
			10 marks.	
6	Conceptual presentation using 3D technology covering project details, specification, services, facilities and methodology by bidder about the work. Creative and innovative ideas and plans will carry more weightage.	Presentation covering project appreciation, approach & methodology, manpower deployment plan, execution plan, marketing plan, etc.		40

6. PRICE BID

- The evaluation will be based on Quality Cost Based System (QCBS)
- The Bid evaluation committee will evaluate the bidder by giving 80% weightage on the Quality of Concept and Design and 20% weightage to the Price Bid.
- The Bidder has to quote Viability Gap Fund (VGF) for the Base Year (A) in the Price bid in the prescribed format given in Appendix I.
- VGF for the base year has been capped at INR 4.25 crores.
- The bidder has to keep the project financial structure as shown in the table below while making the price bid;

YEAR	VGF SCHEDULE	Minimum Tent Facilities
1	A	60
2	B = A + 2.25 crores	60
3	C = B + 2.25 crores	80
4	D = C + 2.25 crores	100
5	E = D + 2.25 crores	100
6	F = E - 2.25 crores	100
7	G = F - 2.25 crores	120
8	H = G - 2.25 crores	120
9	I = H - 2.25 crores	120
10	J = I - 2.25 crores	120

- f. The technically eligible bidder-securing minimum 60% marks in the Technical Presentation shall be considered for the next stage and their Price Bids will be opened.
- g. The technically eligible bidder offering the lowest possible offer/amount (L1) for Sarangkhedha Festival for the Base year will be shortlisted and invited for negotiation and finalization of agreement.
- h. The Technical score obtained by the bidder shall be taken as Technical score **(T)** of technically eligible bidder.
- i. Further evaluation of bids shall be done by following the formula given as under;

$$\mathbf{Sf = 100 Fm / F}$$

- Where: Sf is the standard financial score of the Price Proposal being evaluated
 - Fm is the lowest price bid
 - F is the proposal under evaluation
- j. Based on the combined marks of Technical and Financial Bid, the bidder securing highest score/ranking will be selected based on the following formulae;

$$\mathbf{Highest\ Score = T \times 0.8 + Sf \times 0.2}$$

- k. MTDC has the right to determine how to progress any discussions and/or negotiations with successful bidder/bidder and finalize the deal.
- l. MTDC reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the Services. MTDC shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- m. MTDC reserves the right, at any time and in its absolute discretion, accept or reject Proposals (or to permit any bidder to resubmit its Proposal in the tent facility that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of bidders, to withdraw from negotiations with any Applicant at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

7. TOTAL DURATION OF SERVICE:

Initially the agreement shall be executed for a period of 10 years and may be extendable for further period based on mutually agreed terms and conditions.

8. PAYMENT SCHEDULE AND TIMELINE

The following table illustrates the payment schedule and timelines to be followed;

A. First Year

Sr. No.	MILESTONE	PAYMENT
1	On-signing the agreement	25%
2	Upon mobilization of materials at the Site	40%
3	One week after Event inauguration	25%
4	15 days after completion of the event	10%
Note: All applicable taxes (including GST & Luxury/Entertainment Tax will be paid by MTDC separately)		

B. Following years

Sr. No.	MILESTONE	PAYMENT
1	Upon mobilization of materials at the Site	50%
2	One week after Event inauguration	30%
3	15 days after completion of the event	20%
Note: All applicable taxes (including GST & Luxury/Entertainment Tax will be paid by MTDC separately)		

9. MISCELLANEOUS

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

- 9.2.** MTDC Ltd., 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;
- 9.2.1.** Consult with any Bidder in order to receive clarification or further information;
- 9.2.2.** Retain any information and/or evidence submitted to the MTDC Ltd by, on behalf of and/or in relation to any Bidder; and/or
- 9.2.3.** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 9.3.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the MTDC Ltd, 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.
- 9.4.** All documents and other information supplied by the MTDC Ltd or submitted by a Bidder shall remain or become, as the case may be, the property of the MTDC Ltd. The MTDC Ltd will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 9.5.** The MTDC Ltd reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 9.6.** After selection, a Letter of Award (LOA) shall be issued in duplicate, by MTDC to the Selected Bidder and the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.
- 9.7.** After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement and the Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 9.8.** The Bidder shall commence the work within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Agreement or commence the assignment as specified, MTDC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.
- 9.9.** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's antifraud and corruption policy.

9.10. Authority will have the right to terminate the contract by giving thirty (30) days written notice. In the event of termination for no fault of Bidder, the Authority will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing up of the Project. If the Bidder not attributable to the Authority terminates the contract due to the fault of the Bidder or in case of termination of the contract, the Authority will forfeit the performance security of the Bidder.

9.11. MTDC Ltd reserves the right to add or reduce the scope of work at its discretion. ☐

9.12. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal. ☐

9.13. A Bidder should have, during the last three 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 Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. ☐

9.14. Force Majeure ☐

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract. ☐ A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible. ☐

9.15. Arbitration ☐

Hon'ble Courts of Mumbai shall have the jurisdiction and the venue of arbitration shall be Mumbai and will be governed by provisions of the Indian Arbitration & Reconciliation Act. ☐

10. LIQUIDATED DAMAGES AND PENALTIES

10.1. Liquidated Damages

10.1.1. Liquidated Damages for error/variation

In case any error or variation is detected in the work of the Bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Bidder, the consequential damages thereof shall be quantified by the MTDC Ltd in a reasonable manner and recovered from the Bidder by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

10.1.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement Value per day, subject to a maximum of 25% (twenty five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted.

10.1.3. Encashment and appropriation of Performance Security

The MTDC Ltd shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 10.

10.1.4. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 10, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Event or on the reputation of the MTDC Ltd, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the MTDC Ltd and blacklist the Bidder for all future projects.

11. CONFLICT OF INTEREST²

11.1. The Bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

11.2. The Bidder and its Affiliates not be otherwise interested in the Project

The Bidder agrees that, during the term of this Agreement and after its termination, the Bidder shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction therein shall not apply after a period of three years from the completion of this assignment or to agency/consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services provided to the Authority in continuation of this Bidder or to any subsequent consultancy / agency services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Bidder shall include a partner in the firm of the Bidder or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Bidder, as the case may be & any associate thereof.

11.3. Prohibition of conflicting activities

The Bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement
- b. After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. At any time, such other activities as have been specified in the RFP as Conflict of Interest.

11.4. The Bidder and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

11.5. Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Bidder shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

11.6. The following terms shall have the meaning hereinafter respectively assigned to them:☒

- a. **“Corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 adviser to the Authority in relation to any matter concerning the Project.
- b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

11.7. Disclosure obligation

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

12.IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

TIMELINES FOR THE RFP		
ITEM	DATE	TIME
Online Issuance of Bid documents	3.11.2017	17.00am.
Online Last Date of Bid Submission	13.11.2017	15.00pm.
Online Technical -Bid opening	14.11.2017.	13.00 pm.
Online Financial Bid Opening	16.11.2017	13.00 pm.

The dates mentioned above are subject to change at MTDC's discretion with prior notice to the Bidders. No offer will be accepted after the Proposal Due Date (PDD)

Managing Director,
MTDC, Mumbai