

REQUEST FOR PROPOSAL (RFP)

for

**Selection of an Event Management Agency (EMA) for Conceptualizing,
Curating & Executing WINTER FESTIVAL 2024**



RFP No : 02/T/2024-2025
Date : 19th Oct, 2024

**Tourism Department
Government of Mizoram
MINECO, Khatla, Aizawl – 796001Ph - 0389-2333475
Email - mizoram.tourism@gmail.com
Website: tourism.mizoram.gov.in**

DISCLAIMER

The information contained in this RFP document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of the Tourism Department, Government of Mizoram (the Authority) or any of their employees or advisors is final and binding. The terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the authority to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority 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 authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

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

The authority, 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 for participation in this BID Stage (from RFP Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

The Bidder shall bear all 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 Authority, 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 Authority 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 conductor outcome of the Bidding process.

REQUEST FOR PROPOSAL

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1. Letter of Invitation



Letter of Invitation – Request for proposals

The Director, Directorate of Tourism, Govt. of Mizoram (hereinafter called as Authority) is intended to invite qualified and registered Event Management Agencies (herein after called as EMA) to contract the Service “**WINTER FESTIVAL 2024**” for which Request for Proposal (RFP) is issued.

The Authority invites qualified and registered EMA to provide proposals in the form of Technical and Financial Proposal for the said Service. Further information on this matter is provided in detail in the RFP Terms of Reference (TOR). Full RFP will be posted in the department website <https://tourism.mizoram.gov.in> and <https://tender.mizoram.gov.in> and any interested EMA are kindly requested to download the same from the above online portals.

Responses to this letter of invitation should kindly be submitted in accordance with the instructions laid down in this RFP itself. Mention may be made herein that it is the sole responsibility of the interested EMA to properly check for the addenda to this RFP and thereof comply with the corresponding requirements stated herein.

As the Service for which invitation is called upon requires a certain level of quality, as admissible under Rule 78 of MPPR 2020, the EMA will be selected under the Quality and Cost based Selection (QCBS) procedures prescribed in the RFP.

As per Rule 71 of MPPR 2020, the RFP includes, among others, the following documents:-

1. Information and instructions to EMA regarding the procedure of submission of proposal.
2. Terms of Reference (TOR).
3. Eligibility and pre-qualification criteria in case the same has not been ascertained through Enquiry for Expression of Interest.
4. Bid evaluation criteria and selection procedure.
5. Standard formats for technical and financial proposal.
6. Proposed contract terms.
7. Procedure proposed to be followed for midterm review of the progress of the work and review of the final draft report.

Interested EMA must submit proposal in the form of 2 (two) original copies and 1 (one) electronic copy saved to pendrive in a sealed envelope labeled “**Proposal for WINTER FESTIVAL 2024**”. All proposals must be delivered by hand to the address mentioned below on or before **8th NOVEMBER 2024**. No late proposals will be accepted.

Address:
The Director,
Directorate of Tourism,
MINECO, Aizawl, Mizoram - 796001

The Authority reserves the right to accept or reject any proposal and to annul the bidding process and reject all bids at any time prior to obtaining the recommendation of concerned Advisory Board, without thereby incurring any liability to EMAs subject to provisions laid down under Rule 49 of MPPR 2020.

2 INFORMATION AND INSTRUCTIONS TO EMA REGARDING THE PROCEDURE OF SUBMISSION OF PROPOSAL

2.1 Time Schedule for submission of Proposals:

Office of issue	Tourism Department, Government of Mizoram
Date of issue	19 th October, 2024
Last date of receiving queries in e-mail ID mizoram.tourism2@gmail.com as per Annexure-XI	30 th October, 2024
Tourism Department's response to queries latest by	5 th November, 2024
Last date for submission of bids	11:00 AM , 8 th November, 2024
Date and time for opening of technical bids	2:00 PM, 8 th November 2024
Date of Technical Presentation	To be intimated
Opening of Financial bids	To be intimated to technically qualified bidders
Time and venue for Technical presentation	To be intimated later

2.2 Instructions on submission of proposal:

- 1) Interested bidders may download the RFP document from govt. e – tender section of <https://tender.mizoram.gov.in/> or Tourism Department, Government of Mizoram website <https://tourism.mizoram.gov.in>
- 2) Interested EMA must submit proposal in the form of 2 (two) original copies and 1 (one) electronic copy saved to pendrive in a sealed envelope. All proposals must be delivered by hand to the address mentioned below on or before **8th November, 2024**. No late proposals will be accepted.
- 3) The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner:

Part-A: TECHNICAL PROPOSAL -

**“SELECTION OF AN EVENT MANAGEMENT AGENCY (EMA)
FOR CONCEPTUALISING, CURATING & EXECUTING WINTER
FESTIVAL 2024”**

Part-B: FINANCIAL PROPOSAL -

**“SELECTION OF AN EVENT MANAGEMENT AGENCY (EMA) FOR
CONCEPTUALISING, CURATING & EXECUTING WINTER FESTIVAL 2024”**

- 4) All the Envelopes i.e. Envelope for Part-A and Envelope of Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

TECHNICAL & FINANCIAL PROPOSAL FOR**“SELECTION OF AN EVENT MANAGEMENT AGENCY (EMA) FOR
CONCEPTUALISING, CURATING & EXECUTING WINTER FESTIVAL 2024”**

- 5) The Bidder's Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to Authority at the following address through Speed post/Regd.post/ courier/ hand delivery.

**The Director,
Tourism Department
MINECO, Khatla
Aizawl – 796001
Mizoram
Ph no: 0389 – 2333475/73
Email address: Mizoram.tourism2@gmail.com**

- 6) If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, Email, cable or facsimile tenders will be rejected.
- 7) The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by Authority to the eligible bidders.
- 8) Bidders are advised to prepare their documents with proper sequence and indexing without which the bid shall be considered non-responsive.
- 9) Corrigendum, if any, will be published on official websites mentioned at Para 2.2(1).
- 10) Interested EMA must satisfy all eligibility criteria stated in Para 4 of the RFP herein.

3 TERMS OF REFERENCE (TOR)

(referred to Rule 72 of MPPR 2020)

3.1 About the WINTER FESTIVAL 2024 and its objectives:**1) Nature:**

The name of the event is called **WINTER FESTIVAL 2024**, and it is an event of festival to be organized annually. The event is deemed to be service in nature.

2) Objectives:

The Winter Festival 2024 is projected with an aim to propagate the following objectives:

- a) **Showcasing Culture and Traditions:** The festival aims to highlight the rich cultural heritage and traditions of the Mizo people. This includes traditional dances, music, handlooms, cuisine and crafts.
- b) **Promoting Tourism:** organizing a variety of entertaining activities, games, and shows, the festival attracts both domestic and international tourists, boosting local tourism.
- c) **Community Engagement:** It provides a platform for local entrepreneurs, local communities to come together, celebrate, and strengthen social bonds.
- d) **Economic Development:** The influx of tourists and the organization of various events contribute to the local economy.

**Table 1 -
Winter Festival 2024–Destination, Project site and Project duration:**

Sl No	Destination	District	Project location	Project location on Google Map	Project duration
1	AIZAWL	AIZAWL	AR GROUND	23.729°N 92.718°E	1 to 2 week

3.2 Estimated expenditure and source of funds:

(referred to Rule 69 of MPPR 2020)

The total expenditure estimated for the Winter Festival 2024 is **Rs.25.00 lakhs** (Rupees Twenty five lakhs) only. The fund required has been sought from the Ministry of Tourism, Govt. of India and for this purpose, in-principle approval of fund has already been received by the Authority vide Ministry of Tourism Letter No.IDD/10/2024-DP Dated the 20th August, 2024.

3.3 General outline and scope of winter festival 2024

- 1) **The scope of work at Winter Festival 2024 for bidders shall include (but not limited to) the following components or themes:**
 - i. Cultural Events (including all tribes within the State of Mizoram);
 - ii. Live Music Performance;
 - iii. All Genre Musical Performance;
 - iv. Food court/stalls;
 - v. Local Products Exhibition/Expo; and
 - vi. Any other items deemed necessary by the Authority.
- 2) **Scope of work for EMA to be selected through this RFP, shall include and not limited to:**
 - i. Curate the festival in a holistic manner that will include the above-mentioned themed events/festivals and any other as approved later.
 - ii. Provide support for implementation, logistics, branding, citizen connect campaigns and documentation of themed events mentioned in **Para 3.3 (1)** in a holistic manner at city scale.
 - iii. Inter-departmental and inter-agency co-ordination to ensure a seamless organization of the festival.
- 3) **EMA shall have to create a blueprint of the festival ground and allocate zones keeping the afore mentioned in mind-**
 - i. Curate the respective approved zones keeping in mind the various sections of the audiences expected;
 - ii. Book relevant artistes and performers as per need;
 - iii. Create an itinerary for whole duration of contract period;
 - iv. Make adequate arrangements for lights /sound /AV required for the main stage area;
 - v. Design the look and feel of the festival ground, suggest a theme and decorate the area to give it a relevant festival feel;
 - vi. Fabricate and Produce the Decoration/ sets/ stage set required at the festival in tandem with the design presented;
 - vii. Prepare parking management plans and traffic movement plans for the visitors;
 - viii. Maintain sanitation and hygiene during the course of the festival; and
 - ix. Design and install the event branding in the festival campus.

- 4) EMA shall arrange all facilities, amenities, and other required support infrastructure for execution of the project. After completion of the project, EMA shall dismantle and remove all temporary infrastructures for the site.
- 5) EMA shall be able to source sponsorship/fund from other sources to take the event at higher rank
- 6) EMA may undertake publicity, branding, promotion and marketing of the festival to improve the participation
- 7) EMA shall develop conceptual plan, layout plan, working drawings / 3D views and specifications for Winter Festival 2024. The specifications and design of the event may require to be modified as per the local needs and as per the directions of Tourism Department.
- 8) EMA shall obtain and comply with all statutory approvals, apply for No Objection Certificates as necessary for Conceptualising, Curating & Executing the Winter Festival 2024.
- 9) EMA shall adhere to all relevant guidelines and SOPs issued by Government from time to time in facility design, management and execution.
- 10) EMA shall accept and implement the changes suggested by Tourism Department to the project concept and set-up at no extra cost to Tourism Department.
- 11) EMA shall be responsible for such other responsibilities which are not covered in scope of work mentioned in this RFP, but found essential for successful operation of the festival, without any extra cost to Tourism Department.
- 12) EMA shall comply with the applicable standards of fire safety and security. Tourism Department will not be responsible for such incident if occurred
- 13) EMA shall execute within the project site water supply, plumbing, sanitation, drainage by complying with benchmark quality standards, applicable to environmental guidelines and safety norms.
- 14) EMA shall operate, maintain and manage the project facilities including, reception, Helpdesk, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, security, up keeping of the structures etc.
- 15) EMA shall execute the project maintaining the location aesthetics, safety and a consistent theme, under approved terms as specified in this RFP and in consultation with the Authority.
- 16) EMA shall deploy 24X7 surveillance and take preventive measures to ensure safety and any other form of theft.
- 17) The EMA shall prepare / arrange the daily schedule/ programme of the entire Festival. It shall include provision of artist/ band/ cultural performance and other components mentioned, which shall be approved by the Authority/ Tourism Department.
- 18) The EMA shall be responsible for all logistic requirements of artists / performers/ from receiving till departure which includes all travel costs, accommodation, food, local travel and other incidental expenses etc.
- 19) The agency shall have to take prior approval of the authority on all the design, infrastructure, installation, logistic arrangement, festival programme etc. before execution of respective task.
- 20) The EMA shall make its own arrangements (within the site) for all the materials, power and water required for all purposes in connection with the implementation and execution of the works.

3.4 Schedule for completion of Tasks:

The actual festival is scheduled to be completed in the month of December 2024.

3.5 Support or inputs to be provided by the Department:

The Authority shall support the selected EMA as per following:

- 1) The Authority will provide access to the venue for setup, rehearsals, event and dismantling.
- 2) The Authority will assist with all necessary licenses and permission as required for the event.
- 3) Any necessary action required to be taken by the Department in assisting, aiding and advising the EMA must be presented to the Department by the EMA within stipulated time (3 days before commencing the event). Any requirement so made after such time shall not be entertained by the Department and shall not in any way be liable to the Department.
- 4) Any other support if considered required and necessary by the authority in due course of the execution of the event.

3.6 Right to vary:

The Authority shall have the right to make any variation of the form, quality or quantity of the work relating to any item of a component with respect to site conditions or any part thereof that may, in the opinion necessary and for that purpose or if for any other reason, be found more appropriate.

Upon the occurrence of such situation, Tourism Department may instruct the EMA to take up any of the following:

- 1) Increase or decrease the quantity of any work included in the Contract.
- 2) Change the character or quality or kind of any such work.
- 3) Change the levels, lines, position and dimensions of any part of the works.
- 4) Execute additional work of any kind necessary for the completion of the works or change any specified sequence or timing of construction of any part of the works.
- 5) In case of any change in the scope of work, by way of enhancement. Reduction, addition or deletion, the payments to the EMA shall be decided by Tourism Department after discussion with EMA.
- 6) In case of addition of new items, and/ or change of any quantity, decision will be taken by the Authority and EMA.

3.7 Final output required of the EMA:

The selected EMA is required to follow instructions inscribed in the RFP herein whereby the EMA shall come up with composite plans expected by the authority in a wholesome and satisfactory manner.

4 ELIGIBILITY AND PRE-QUALIFICATION CRITERIA FOR THE BIDDERS:

(referred to Rule 71(4) of MPPR 2020)

4.1 Pre-Qualification criteria:

Applicants must read carefully the minimum conditions of eligibility provided herein. Proposals from only those bidders who have satisfied the Conditions of Eligibility will be considered for evaluation.

- 1) The Bidder/operator must be a registered company/ firm.
- 2) The Bidder/EMA must submit a Proof of Registration of the legal entity (Certificate of Trade License under AMC, PAN Card, GSTIN, Aadhaar Card)
- 3) In case of consortium (*maximum 5 allowed*), the lead partner must satisfy the above conditions.

It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any suppression of information or misrepresentation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified.

Further, the Authority may forfeit the Earnest Money Deposit (EMD) and may take appropriate action for blacklisting of such bidders for a period of five years after following due process of law.

4.2 Bid Eligibility Criteria:

1) Technical Eligibility Criteria:-

- a) The proposed bidder shall be operative or active in the field of event management services for more than 3 (three) years as on 31st March 2024.
- b) The applicant shall have undertaken a minimum of 3 (three) assignments as assignments of work in the field of conceptualizing, curating and organizing cultural events/ programme under the Government of India/ State Governments/ PSUs/Private entities.
- c) The Agency/Company/Firm/Institution/Organization should not have been blacklisted by Central or any State Government or Government Organization/ Agency/Institution. An undertaking may be provided for the same.

2) Financial Eligibility Criteria:-

- a) The bidder should have an annual average turnover of not less than INR 20 lakh certified by chartered accountant of any 2 financial years during the last 3 financial years from event management work.
- b) Turnover Certificate as per Annexure VII from Chartered Accountant. Certifying the same need to be closed.
- c) The Bidder should have minimum net worth of INR 50 lakh or above as on 31st March 2024, Net-worth certificate from chartered accountant needs to be closed.
- d) The bidder firm should have GST Certification.

(Note: Bidders must submit CA certified Audited Balance Sheet and Profit and Loss Account.)

5 BID EVALUATION CRITERIA FOR WINTER FESTIVAL 2024:

(referred to Rule 71(6) of MPPR 2020)

Only those Bidders who meet the minimum eligibility criteria provided in **Para 3** shall be deemed to have been qualified for evaluation of their Technical and Financial Bids. Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection (QCBS) mode as mentioned in the Letter of Invitation with weightage of **80% and 20% for technical and financial proposals** respectively.

5.1 Technical Bid evaluation criteria:

- 1) The Technical evaluation will include the evaluation of the Technical Proposal followed by presentation as illustrated below-
 - a) The Technical proposal should be placed in a sealed envelope and super scribed "Technical Proposal for appointment of EMA for **"WINTER FESTIVAL 2024"**".

The Technical Proposal shall contain the following:

- i. Letter of Technical Proposal Submission
- ii. Concept plans as per the brief and requirement

- iii. Visual renditions and storyboard
 - iv. Details of the performers/artists/experts for the project
 - v. Details of creative team assigned for the project
 - vi. Financial strength credentials.
 - vii. Past experience including financial involvements.
- b) EMA would be invited to make a 15-minute (maximum) presentation of their technical bid before Bid Evaluation Committee (BEC) of Tourism Department and respond to the query of BEC based on RFP. Minimum 70% marks are required in Technical Bid to be selected for opening of Financial Bid.
- c) To be eligible for evaluation of Financial Bid, a bidder must first qualify the evaluation of Technical Bid.
- d) After evaluation of the technical bids by the BEC, the financial bids of only selected EMA/EMAs would be opened for evaluation and consideration of award of service.
- 2) Every criteria prescribed for the purpose of examining Technical Bid and the corresponding marks carried by its criteria shall be as shown in the table given below:-

Table 2
Technical Bid evaluation criteria (as per Rule 75(ii) of MPPR 2020)

Sl.	Requirements	Maximum Marks
1.	<p>Project Experience: Number of Similar Projects executed during the last 5 financial years for State / Central Govt./PSU/Private Entities for minimum total value of INR 10 Lakh.</p> <p><i>Projects with cumulative value of INR 2 to 5 lakh – 3 marks</i></p> <p><i>Projects with cumulative value of INR 5 to 10 lakh – 4 marks</i></p> <p><i>Projects with cumulative value of INR 10 to 15 lakh – 5 marks</i></p> <p><i>Projects with cumulative value of INR 15 and above – 8 marks</i></p>	20
2.	<p>Methodology, Work Plan and Understanding of Terms of Reference (TOR):</p> <p><i>Methodology and Concept - 10 marks</i></p> <p><i>Work plan and Estimates – 5 marks</i></p> <p><i>Understanding of ToR - 10 marks</i></p>	25
3.	<p>Capability of Transfer of Knowledge/training:</p> <ul style="list-style-type: none"> - <i>Technical know how</i> - <i>Logistic soundness</i> - <i>Fitness of manpower</i> - <i>Strength of Labour/Employee</i> 	10
4.	Suitability of the Assignment via Technical Presentation:	45
Total(1+2+3+4)		100

3) Calculation Method for Technical Score:

- i. Technical score (Ts) is calculated by adding the Financial Strength Credentials (A), Similar Project Experience (B) and Technical Presentation(C).

That is,

$$\text{Technical score (Ts)} = (\text{A}) + (\text{B}) + (\text{C})$$

- ii. The qualifying Technical Score (Ts) for opening of the financial bid is 70 marks.

5.2 Financial Bid evaluation criteria:

- 1) The Financial proposal will be submitted in a separate envelope and super scribed “Financial Proposal for appointment of EMA for “WINTER FESTIVAL 2024”.
- 2) The financial bid of only those bidders who are shortlisted (Scoring 70 marks and above in Ts as in Para 5.1(3)(i)) after technical evaluation will be opened for financial evaluation.
- 3) For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 4) Bidder shall mention the financial quote for the project as per the table given in Annexure-VIII (Financial Proposal).
- 5) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- 6) The highest Financial Proposal (FM) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

where, F = amount of Financial Proposal.

5.3 Combined and Final Evaluation:

- 1) Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = (S_T \times T_w) + (S_F \times F_w)$$

where,

S is the combined score; and

T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively. (as stipulated by Rule 78(4) of MPPR 2020)

- 2) The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.

6. STANDARD FORMATS FOR TECHNICAL AND FINANCIAL PROPOSALS

The proposals to be submitted must follow standard formats mentioned herein failure of which shall found to be incomplete and therefore rejected thereof.

1) PART–A (Technical Proposal):

The bidder must submit the following particulars/ documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Bidder as per Annexures I and II, respectively
- (b) Bid processing fee.
- (c) Earnest Money Deposit.
- (d) The bidder shall submit their Company / Society Registration Certificate, Photocopy of PAN Card, GSTIN Registration.
- (e) Balance Sheets and Income Statements as per RFP duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years and Net worth Certificate.
- (f) Power of Attorney (on non-judicial stamp paper of Rs 100/-) has to be submitted in technical proposal, duly notarized as per Annexure-III;
- (g) The Bidder should not be blacklisted by any PSU/Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letter head shall be submitted as per Annexure-IV;
- (h) The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per Annexure-V;
- (i) Proof of work experience of similar nature of projects in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure-VI;
- (j) Financial details of the bidders along with balance sheet and Profit & Loss Statement as per Clause 10 of RFP duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years as per Annexure-VII;
- (k) Net worth Certificate as per Annexure-XII
- (l) All pages of the tender document shall be signed by the authorised signatory who generally signs the bids.
- (m) Any other document if they feel necessary as part of bid submission.

Note: The Bidder must submit a detailed Index Page with clearly mention page Number on each Document submitted by the Bidder as required by this RFP.

2) PART–B (Financial Proposal):

The bidder must submit the Financial Proposal as per format provided in Annexure-VIII. In addition to the Annexure-VIII the bidder shall provide a detailed break up as possible on broad items of the cultural event, containing cost details at least covering the broad heads as per Annexure-IX which will assist the Authority in understanding the elements of the proposal along with their cost and evaluate them accordingly during the Final Evaluation and selection of the bidder.

7. OVERALL PROCESS OF SELECTION

(referred to Rule 72(6) of MPPR 2020)

The process/procedure for selection of successful Bidder would be as follows:

- 1) Issue of RFP
- 2) Clarification of queries.
- 3) Submission of Bids
- 4) Opening of Technical Bids
 - a) Pre-Qualification evaluation
 - b) Technical Bid Evaluation of Qualified Bidders
 - c) Physical display of items and Presentations of the Qualified Bidders
- 5) Opening of Financial Bids for the Bidders that are Technically Qualified
- 6) Issue of Work Order to the bidder whose proposal have been ranked as highest total points on the basis of Technical and Financial Evaluation criteria as per the terms of this RFP.

8. PERFORMANCE SECURITY

(referred to Rule 57 of MPPR 2020)

- 1) The successful bidder(s), as stipulated by Rule 57(2) of MPPR 2020, is required to submit Performance security equivalent to 5 % of the estimated contract value.
- 2) Performance security shall be drawn in the form of a Demand Draft/Bank Guarantee issued by any Scheduled Commercial Bank in favour of “**Director, Tourism Department**” payable at Aizawl, Mizoram.
- 3) The bidder shall submit Performance Security within 21 days from the issue of Letter of Acceptance. No third party performance security will be accepted.
- 4) Performance Security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder.
- 5) Formal award of Contract is to be issued only after the receipt of the prescribed Performance Security.

9. PAYMENT SCHEDULE

Authority will pay the quoted amount to the selected bidder, as per the schedule mentioned below:

Table 3
Schedule of Payment

Sl.	Milestone	Timeline	% of total payable amount
1.	Submission and after approval of Execution Plan	10 days from execution of agreement.*	80%
2.	After completion of entire event	Within 15 days of completion of event, Dismantling of the entire created infrastructure, subject to approval of Tourism Department.	20%

10. BID PROCESSING FEE

Non-refundable bid processing fee in the form of Demand Draft from any scheduled commercial bank in favour of “Director, Tourism Department”, payable at Aizawl Mizoram for INR Rs 2000/- (Indian Rupees Two Thousand only) is to be furnished by the bidder along with the Proposal. Proposals without bid processing fee shall be rejected.

11. BID SECURITY/EARNEST MONEY DEPOSIT(EMD)

The Proposal shall be accompanied with separate Earnest Money Deposit (EMD) of 5% of the total cost of the project.

EMD shall be drawn in the form of a cheque issued by any Scheduled Commercial Bank in favour of “Director, Tourism Department”. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying with Authority is allowed. Unsuccessful bidder’s EMD will be discharged/ returned within 30 days from the date of execution of the agreement between Authority and the selected bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately upon obtaining the Performance Security. The EMD shall be forfeited in the following cases:

- a) In case the EMA is found in breach of any condition(s) of this RFP
- b) If a bidder withdraws its bid during the period of validity of the Bid.
- c) In case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement.
- d) In case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security
- e) In case the agency is found in breach of any condition(s) of this RFP.
- f) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

12. VALIDITY OF BID

Proposal shall remain valid for a period of 30 (Thirty) days from the last date of submission of bid or till the date of signing of the agreement with the selected bidder, whichever is later. On request from Authority, the bidders would be required to extend the validity of the bids/proposal on the same terms and conditions. A proposal valid for a shorter period shall be rejected as non-responsive.

13. CURRENCY OF BID AND PAYMENT

The prices shall be quoted by the bidder in Indian Rupees (INR) only.

14. FORCE MAJEURE

Neither the selected bidder nor Authority shall be liable to the other for any loss or damage occasioned by or arising out of any natural or man-made calamities such as unprecedented flood, volcanic eruption, cyclone, tsunami, earthquake, pandemic or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the assignment and which could not before seen or avoided by a prudent person.

15. MONITORING OF SERVICE CONTRACT

The Authority shall be involved throughout the process of execution of the service in respect of the conduct of selected EMA, by taking a suitable approach, and thereby continuously monitoring the performance of the EMA so that the output thereof is in line with the Department's objectives.

16. TERMINATION OF THE CONTRACT

In case of any deficiency or non-fulfilment of obligations as per the scope of work, Authority shall serve a notice to the concerned operator to rectify/fulfill the obligations to cure the defect, failing which Authority shall be at the liberty to execute the work through any other agency at the cost of the EMA, in addition to the right of Authority to cancel the contract.

Authority reserves the right to terminate the agreement in case of deficiency in services or poor performance of the EMA. For this, Authority shall intimate the operator of deficiency of services. Any change envisaged by Authority shall be communicated to the EMA in advance. In this respect, the view of Authority about the performance is final and binding.

17. PENALTY

If, at any future point of time, it is found that the EMA has submitted information which is factually incorrect or if the EMA does not fulfill any of the contractual obligations, the Department may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Department and take any other action as deemed necessary. The penalty with respect to its time period and quality of products shall be quantified by the Department at its own discretion/satisfaction.

It would be first and foremost the responsibility of the EMA to ensure that the services are provided satisfactorily & contract is executed as per agreed terms and conditions.

Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables as per the Scope of Work in case of any midway unilateral withdrawal from the contract. Bidder shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with Tourism Department, Government of Mizoram for a period of 3 years or until the issue of the next RFP for selection of an EMA.

On account of circumstances beyond the control of the operator like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, Authority may give extended time to the operator to complete the activities and in such a case will not hold up the payment that is due for that particular stage.

18. APPLICATION OF LAWS

The work order will be governed by the laws and procedures established by the Govt. of Mizoram within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Aizawl jurisdiction only. All legal disputes are subject to the jurisdiction of Courts in Aizawl only.

19. ADDENDUM/CORRIGENDUM/NOTICE

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the

terms mentioned in this RFP document by the issuance of addendum / amendment / corrigendum / notice. All such amendments / addendum / corrigendum / notice will be circulated to the bidders and uploaded to mizoramtender.gov.in / tourism.mizoram.gov.in will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the Authority may, in its sole discretion, extend the submission due date.

Bidders are advised to periodically check for notices, addendum and corrigendum issued in relation to the RFP. Any Addendum / Corrigendum / Notice etc. for this assignment issued by Authority will be published only on the website.

Websites : <https://tourism.mizoram.gov.in> and <https://tender.mizoram.gov.in/>

20. ACKNOWLEDGMENT BY BIDDER

It shall be deemed that by submitting the Proposal, the Bidder has -

- a) made a complete and careful physical examination of the project, details mentioned RFP, general condition of contract, submission formalities and evaluation mechanism;
- b) received all relevant information requested from Authority.
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of Authority.
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

Authority 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 this invitation document or the selection process, including any error or mistake therein or in any information or data given by the Authority.

21. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this invitation document, Authority reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Authority also reserves the right to reject any Proposal if -

- a) at any time, a material misrepresentation is made or uncovered; or
- b) the Bidder does not submit sufficient information as being asked for.

22. INTERPRETATION

In case of any ambiguity in the interpretation of the conditions of the RFP, the interpretation of the Tourism Department will be final and binding on the parties to the conditions of selection.

23. PROPRIETARY DATA

All documents and other information provided by any bidder to Authority shall remain or become the property of Authority. The bidder shall also treat all information as strictly confidential and will not divulge any details related to any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to Authority in relation to the Service shall be the property of Authority.

24. SUBMISSION OF QUERIES

Bidders may send their queries in writing to mizoram.tourism2@gmail.com during the period as mentioned in the RFP Schedule (Para 2.1) of this document. All the Bidders will be sent clarification to their queries received within the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

25. PRE-BID MEETING

No pre – bid meeting should be held by the Authority.

26. AMENDMENT AND MODIFICATIONS

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify any of the terms mentioned in this invitation document by the issuance of Addendum/Amendment. All such amendments/ addendum will be published on official Tourism website and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder forgiving a reasonable time for considering an amendment into their proposal, or for any other reason, Authority may, in its sole discretion, extend the Proposal Due Date.

27. LANGUAGE

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

28. LATE SUBMISSION

Proposal received after the deadline for submission prescribed by the Authority will not be entertained and be rejected.

29. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

Neither modifications nor withdrawal of the Proposals shall be allowed once it is received by the Authority.

30. LIQUIDATED DAMAGES AND COMPENSATION CLAUSE

The EMA shall perform its obligations in a professional manner. In case of delay in execution of the assigned work to the agency, Tourism Department may impose penalty as per the penalty terms of this RFP (subject to a maximum of 10%). If the delay is beyond stipulated time or quality of products is sub-par, then Tourism Department may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. Tourism Department may debar and blacklist these agencies for applying in its future events for a period of 3(three) years or issue of an RFP for the next event.

The performance evaluation will be done on basis of conceptualization of the event for marketing it as a grand success:

- Timely mobilization of resources.
- Preparation of venue and meeting set up in accordance with the timelines indicated by Tourism Department.
- On site validation, quality checks & controls and evaluation by designated officials of

products used.

- Production of certificate of quality if so desired by officials.
- Manpower support and efficient coordination with Tourism Department.
- As per the Penalty clause of the RFP detailing the various performance parameters. The Authority reserves the right to claim compensation to cover its losses for organizing rest of the events at higher rate in case of non-performance or EMA rendering services which are not at par leading to termination of contract. Tourism Department may also recover the extra expenses that need to be borne by Tourism Department in case a new EMA has to be hired at a higher rate in case of non performance of EMA.

31. CONFIDENTIALITY

From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contact the AUTHORITY on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the BIDDERS who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to Information to Bidders (ITB) are where the AUTHORITY notifies BIDDERS of the results of the evaluation of the Technical Proposals.

Any attempt by shortlisted BIDDERS or any one on behalf of the Bidder to influence improperly the AUTHORITY in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the AUTHORITY, it shall do so only in writing.

32. ISSUE OF WORK ORDER

- a) After Tourism Department notifies the successful bidder that its proposal has been accepted, and upon payment of Performance Security by the selected bidder, an agreement will be signed between Tourism Department and successful bidder incorporating all clauses, terms and conditions of this RFP.
- b) Only upon completion of all necessary procedures to be followed by the selected bidder that awarding of the contract in the form of Work Order will be issued to selected EMA thereof.
- c) The engagement shall be effective from the date of signing of contract or issuance of work order and shall continue until the date of the successful completion of the events unless terminated by Tourism Department (Authority).
- d) Failure of the successful bidder to agree with the Terms & Conditions of this RFP post selection shall invite penalties.

33. STATUTORY DUTY AND TAXES

1. Any upward change in any duty/tax as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the EMA. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Department by the EMA. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the contractor.

2. The rate and the nature of GST applicable at the time of supply should be shown separately. GST - will be paid to the EMA at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

34. PRE-INTEGRITY PACT CLAUSE

An “Integrity Pact” would be signed between the Authority and EMA. This is a binding agreement between the Authority and EMA for specific contracts in which the Authority promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes.

Under this Pact, EMA for specific services or contracts agree with the Authority to carry out the procurement & services in a manner specified in RFP herein.

Elements of the Pact are as follows:

- a. A pact (contract) between the Authority (Tourism Department) and the EMA for this specific activity (the Event Management Agency);
- b. An undertaking by the Principal (i.e. Tourism Department) that its officials will not demand or accept any bribes, gifts etc. with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by EMA that it has not paid, and will not pay, any bribes;
- d. An undertaking by EMA to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by the EMA emerges;
- e. The explicit acceptance by EMA that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the Event Management Company until the contract has been fully executed.
- f. Undertaking on behalf of EMA will be made “in the name for and on behalf of the company’s Owner”.
- g. The following set of sanctions shall be enforced for any violation by the EMA of its commitments or undertaking:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the bid security and performance bond;
 - iii. Liability for damages to the principal (i.e. Tourism Department) and the competing Bidders; and
 - iv. Debarment of the violator by the Principal (i.e. Tourism Department) for an appropriate period of time.
- h. EMA is advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance programme for the implementation of the code of conduct throughout the company).
- i. EMA is advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance programme for the implementation of the code of conduct throughout the company).

35. INDEMNIFICATION & LIMITATION OF LIABILITY

1. The selected bidder (the "Indemnifying Party") shall undertake to indemnify, hold harmless towards Tourism Department (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - i. Indemnified Party's misuse or modification of the Service.
 - ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party.
4. However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
 - i. Procure the right for Indemnified Party to continue using it
 - ii. Replace it with a non-infringing equivalent
 - iii. Modify it to make it non-infringing.
 - iv. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
5. The indemnities set out above, shall be subject to the following conditions:
 - i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
 - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense.
 - iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
 - iv. The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
 - v. All settlements of claims subject to indemnification under this Clause will be entered into

only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.

- vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

- 6. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
- 7. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in above) even if it has been advised of their possible existence.
- 8. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.
- 9. Any loss of property and/ or life during preparations of the event and the event itself would be borne entirely by the Indemnifying Party and Tourism Department shall not be held liable for any claims. The Indemnifying Party shall be responsible for the payments arising out of any Third-Party claims. The Agency is advised to procure insurance for meeting such liabilities at his own expense.

36. DISPUTE RESOLUTION

The Bidder and Tourism Department shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract. In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in Aizawl, Mizoram and conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and the Arbitration & Conciliation Amendment Act 2015 as amended up to date

37. CHECKLIST FOR SUBMISSION OF BIDDING DOCUMENTS:

Table 4
Check List for Submission

Sl. No	Particulars	Submission by Bidder Yes/ No/NA
1.	Tender Document fee	
2.	Self-declaration of non-blacklisting	
3.	Covering Letter	
4.	Details of Bidder	
5.	Details of Similar Nature of Projects	
6.	Power of Attorney	
7.	Performance Security (only for selected bidder)	
8.	Proposed Methodology and Concept Plan (Presentation)	
9.	Financial Details of Bidder	
10.	Financial Proposal	
11.	Indicative line Items of the Financial Proposal	
12.	Net Worth Certificate	
13.	Legal Capacity of the bidder	
14.	To be added by Bidder (<i>if considered necessary</i>)	
15.	To be added by Bidder(<i>if considered necessary</i>)	

ANNEXURE I: COVER LETTER

(On the Letter head of the bidder)

To,

Date: _____

The Director,
Tourism Department
MINECO, Khatla
Aizawl – 796001
Mizoram
Email address: Mizoram.tourism2@gmail.com

Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing **Winter Festival 2024**

1. With reference to the captioned RFP document, I/We _____ (Bidder Name and agency), have examined the RFP documents and understood their contents, hereby submit my/our proposal for the subject RFP. I/We _____ (Sole Bidder/Partnership) am/are applying as a _____ (Sole Bidder/ Partnership) where lead member would be _____ (Bidder Name and Agency) and partner is _____ (Second partner name and agency in case of Partnership. Write N/A in case of Sole Bidder).
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the EMA, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of the irrespective originals.
3. This statement is made for the express purpose of our selection as EMA for the design and execution of the aforesaid **Winter Festival 2024**.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

as defined in the RFP document, in respect of any 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

- c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d) The undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.
- 8.** I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 - 9.** I certify that in regard to matters other than security and integrity of the State, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the project which relates to a grave offence that outrages the moral sense of the community.
 - 10.** I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 11.** I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 - 12.** I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
 - 13.** In the project of my/ our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that will be provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - 14.** I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
 - 15.** I offer the EMD to the Authority in accordance with the RFP Document for the project.
 - 16.** The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
 - 17.** I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if Winter Festival 2024 not awarded to me or our Proposal is not opened or rejected.
 - 18.** The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.
 - 19.** I agree and undertake to abide by all the terms and conditions of the RFP document.

- 20.** I shall keep this offer valid for 150 (One Hundred Fifty) days from the Proposal Due Date specified in the RFP.
- 21.** I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Winter Festival 2024 in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:
Place:
Name & seal of Bidder

(Signature, name and designation
of the Authorised signatory)

ANNEXURE II: DETAILS OF BIDDER/OPERATOR

(On the Letter Head of the Bidder)

- (a) Name of the Bidder:
- (b) Incorporation (i.e. Company or Partnership)
- (c) Registered Office Address with telephone, fax, website and email:
- (d) Date of Incorporation (Please attach copy of certificate of incorporation):
- (e) Name of the Authorized Signatory:
- (f) Designation of Authorized Signatory:
- (g) Mobile Number of Authorized Signatory:
- (h) E-mail Address:
- (i) Fax Number:
- (j) GST Registration number:
- (k) Average Annual Turnover: (In INR crores)
- (l) Net worth: (In INR crores)
- (m) In case of a Consortium (*maximum 5 allowed*):
 - (i) The information above (a-d) should be provided for all the Members of the Consortium.
 - (ii) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			

- (n) The following information shall also be provided for the Bidder, including each Member of the Consortium (*maximum 5 allowed*):

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

- (o) A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in

past projects, contractual disputes and litigation/ arbitration in the recent past is given below
(Attach extra sheets, if necessary):

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

ANNEXURE III: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms(name),..... son/ daughter/ wife of..... and presently residing at, who is (presently employed with us and holding the position of, as our true and lawful attorney (herein after referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “Selection of an Event Management Agency(EMA) for Conceptualising, Curating & Executing Winter Festival 2024”(Project) proposed to be developed by Tourism Department, Government of Mizoram including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to Tourism Department, presenting us in all matters before Tourism Department, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with Tourism Department in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and / or till the completion of the project.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2024

For
.....

Accepted

(signature) (Name, Title and Address of the Attorney)

Note:

- a. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- b. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power thereunder on behalf of the Bidder.*

**ANNEXURE IV: DECLARATION ON NON-BLACKLISTING & NON PENDANCY OF
CRIMINAL CASES**

(On the Letter Head of the Bidder)

I/We Partner(s)/Director(s) of M/s..... hereby certified that, I/we M/s have not been blacklisted or debarred by any Ministry/Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date. I/WE also declare that no criminal proceedings are pending against us by any Central/Stage Government department/enterprise/corporation in any courts in India.

In case the above information found false I/We are fully aware that the tender/contract will be rejected / cancelled by Tourism Department, Govt. of Mizoram and EMD shall be forfeited. In addition to the above Tourism Department, Govt. of Mizoram will not be responsible to pay the bills for any completed/partially completed work.

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

ANNEXURE V: UNDERTAKING

(On the Letter Head of the Bidder)

To,

The Director,
Tourism Department
MINECO, Khatla
Aizawl – 796001
Mizoram
Email address: Mizoram.tourism2@gmail.com

Date: _____

Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing Winter Festival 2024

Dear Sir/Madam,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by Tourism Department. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the Tourism Department. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the terms and conditions of this RFP and examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the Tourism Department, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the Tourism Department in this regard.

We also commit to abide by the decision of MEA on all matters relating to the implementation of the Project and thereafter, the operation and management of the Project.

Yours faithfully,

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

ANNEXURE VI: SIMILAR NATURE OF PROJECTS

Sl.	Parameters	Remarks
1.	Project Title	
2.	Project Description	
3.	Location	
4.	Name of Client	
5.	Total value of work order (In Indian Rupees), as applicable	
6.	No. of manpower/experts engaged	
7.	Period of Services rendered by the Bidder (Start date and End date) including no. of tents/cottages and types.	
8.	Scope of Service	
9.	Other Information relating to Project	
10.	Nature and details of experience in similar field (Please attach relevant Documentary evidence)	
11.	Copy of the work order, completion certificate to be submitted	

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

ANNEXURE VII: FINANCIAL DETAILS OF BIDDER

Name of the Bidder : -----

Sl.	Particulars	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
1.	Turnover (in INR Crore)					
2.	Average Annual Turnover for last 5 years (in INR Crore)					

Note:

1. Attach certified copies of audited Balance Sheets, P&L statement and IT Returns for last 5(Five) years.
2. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.
3. Net worth Certificate -To be attached along with this annexure.

Signed

Signature of CA/Statutory Auditors

(Name of the Authorised Signatory) (with seal & registration no.)

Place:

Date:

ANNEXURE VIII: FINANCIAL PROPOSAL

To,

Date: _____

The Director,
Tourism Department
MINECO, Khatla
Aizawl – 796001
Mizoram
Email address: Mizoram.tourism2@gmail.com

Subj: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing Winter Festival 2024.

We, the undersigned, offer to provide the services of the Operator for Winter Festival 2024 in accordance with the subject RFP at AR Lammual, Aizawl (site) in accordance with your Request for Proposal dated _____ and our Financial Proposal as per details mentioned below:

Financial Bid for Site - Conceptualising, Curating & Executing the Winter Festival - 2024

Financial Quote	Figure (in INR)	In Words
Lumpsum		

Note: The above quote shall be exclusive of applicable GST and is enclosed herewith.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal.

The financial amount quoted above by _____ (Bidder name) shall remain firm till the completion of the project. No increase in the financial amount, for whatsoever reasons, shall be entertained.

The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (*Name of Bidder*)
Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

ANNEXURE IX: INDICATIVE LINE ITEMS LIST UNDER FINANCIAL PROPOSAL

To,

Date _____

The Director,
Tourism Department
MINECO, Khatla
Aizawl – 796001
Mizoram
Email address: Mizoram.tourism2@gmail.com

Sub : Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & executing Winter Festival 2024 – Indicative Line Item List

Sl. No	Indicative Items	Details/ Size/ Numbers	Value (in INR)
1.	Creative Conceptualization, Designing and Planning of the Event		
2.	Set and Venue Design and Execution (<i>inside and outside the venue</i>)		
3.	Technical i.e. Trussing and Rigging, Stage, Sound & Light, LED screen etc.		
4.	Higher technology elements like Augmented Realities, Holograms, Projection Mapping, Videographics etc.		
5.	Costume, Props, Hair and Make Up, and Stage Properties		
6.	Original Sound Track and Music		
7.	Choreographers/Artist/Performers/Band/ Groups etc.		
8.	Gen sets, Power and Power Distribution		
9.	Manpower for installation & Execution		
10.	Producing and Directing the Event		
11.	Logistics for Performers Crew(Travel/Stay/F&B)		
12.	Miscellaneous		

Note: The above quote shall be exclusive of applicable GST is enclosed herewith and the bidder shall try to give as detailed breakup of line items with cost details as possible and shall minimum include the line items in the abovementioned table.

Yours faithfully,

For and on behalf of (*Name of Bidder*)
Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

ANNEXURE X: PERFORMANCE SECURITY

To,

-----,

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP <<RFP Number >> for Selection of agency to undertake event management for Tourism Department. (Hereinafter called "the Bid") to Tourism Department (herein after called 'the Purchaser').

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (herein after called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>>(Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted.
 - c. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Performance Security/Bank guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
2. This Bank Guarantee shall be valid up to <<insert date>>
3. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:
Date

ANNEXURE XI: PRE-BID QUERY FORMAT

Interested parties shall submit their queries in the following format -

Sl. No	Clause No. as per RFP	Query/Modifications sought	Suggestions(if any)
1.			
2.			

Note: Bidders shall submit their query or modification in soft copy to Mizoram.tourism2@gmail.com on or before the pre-bid query submission due date.

ANNEXURE XII: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder/Lead Member of Consortium)

Ref:

To

Date: _____

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

Dear Sir/Madam,

We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that(insert Member's name) will act as the Lead Member of our Consortium.

We have agreed that(insert individual's name) will act as our representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

For and on behalf of.....

ANNEXURE XIII: NET WORTH CERTIFICATE

Net Worth of the Bidder (in lakh Rs.)

Bidder Type	CA Code	Net Worth
Single entity Bidder/Lead Member of Consortium		

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) *less* (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. The Net Worth provided shall be for the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year as per the RFP.
3. The Bidder shall provide an auditor's certificate specifying the Net worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP.