

MEGHALAYA INFRASTRUCTURE DEVELOPMENT & FINANCE CORPORATION
LIMITED (MIDFC)



REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF EVENT MANAGEMENT AGENCY
FOR
Organizing the Iconic Tourism Festival in the state of Meghalaya

December 2019

Meghalaya Infrastructure Development Finance Corporation Ltd.

House No. L/A-56, Lower Nongrim Hills,

**Shillong
East
Khasi
Hills
Meghalay
a-793003**



Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
Iconic Tourism Festival in Shillong, Meghalaya

Meghalaya Infrastructure Development Finance Corporation Ltd. Shillong, Meghalaya (India)

TENDER NOTICE

Notice No. MIDFC-TOURISM-2019-20-241

Dated 5/12/2019

Main Portal: <http://www.mbda.gov.in>

The Officer on Special Duty, MIDFC, on behalf of the Executive Director - Meghalaya Infrastructure Development Finance Corporation Ltd. (MIDFC) Shillong, Meghalaya (India), India, Ph. No. +91 9436102314 / +91 7085401314 through the process of tendering invites unconditional tender from eligible bidders for the appointment an event management agency for organizing the Iconic Tourism Festival in the state of Meghalaya.

Selected Bidder will have to provide Performance Security in the form of Bank Guarantee of 5% of the Contract Value.

Details of Tender:

Sr. no.	Location of Projects
1	Multiple locations in Meghalaya

The Authority invites bidders to submit their Bids in a single-stage, two envelopes tendering process. The first envelope (Technical Bid) shall be evaluated to ensure Technical qualification. Bidding Company shall have experiences as mentioned in the RFP document. The Project will be awarded to the Eligible Bidder, with the highest techno-commercial score. Conditional tender shall not be accepted.

S No.	Activity	Tentative Date
1	Date of Issue of RFP	05-Dec-2019
2	Last date of submission of Pre-bid queries or clarifications	12-Dec-2019
3	Pre-bid Meeting	13-Dec-2019
4	Last Date of submission of Bids	06-Jan-2020
5	Presentation by the bidder on their concept approach and methodology	08-Jan-2020
6	Opening of Financial Proposal	08-Jan-2020

Date, Time and Place of opening of Envelope 2 (Financial Bid) will be intimated to the Eligible Bidders by email separately.

The Officer on Special Duty (MIDFC)
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills, Meghalaya-793003

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1. INTRODUCTION

Meghalaya- with its swathes of floating clouds and languid misty mornings offers a unique natural and adventure experiences. From the picturesque Mawphlang in East Khasi Hills to the wondrous Mawlynong's living root bridges and all the way to chasing the torpedoing torrents in Cherrapunji - Meghalaya offers a novel experience - wrapped in clouds and mists.

Tourism Department, Government of Meghalaya proposes to organize the First edition of Iconic and Destination Marketing Festival in the Month of **March 2020** in the year. The focus will be on increasing domestic and inbound traffic into the State. MIDFC on behalf of Government of Meghalaya invites proposals from qualified bidders for hosting this event.

1.1. Objective

Government of Meghalaya intends to host an Iconic event to market the state to discerning international and domestic *upmarket visitors*. The event is expected to be a brand building event for the state. It is not specifically targeted at attracting tourists in first year itself, rather, the idea is to involve big media players so that they can, experience and write about Meghalaya from an entirely new perspective. The goal of the event is to create a huge buzz around Meghalaya so that it attracts high-value tourists, post the event.

1.2. General

1.2.1.RFP document

The document can be downloaded from the official website of <http://www.mbdia.gov.in>. Cost of RFP document to be paid: Yes, **Rs.5900/- (Rs. Five Thousand Nine Hundred only)** including GST to be paid through Demand draft in in favor of "MIDFC Ltd." Payable at **Shillong** towards non-refundable Document Fees.

1.2.2.Eligibility of Bidders

To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a bidder shall fulfil the following conditions of eligibility. Applicants must carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

1.2.3.General Eligibility

- The proposed bidder *shall* be a company registered under Indian Companies Act, 1956/2013 or The Partnership Act, 1932. The bidder *shall* have Articles of Association (in case of registered company) by Law and Partnership Deed (in case of Partnership Firms).

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- The proposed bidder *shall* be in existence for more than 5 years as on 31st March 2019.
- The agency must have successfully completed at least three Festival events, with a project cost of minimum Rs 2.0 Crores during the 3 years preceding the proposal due date. Copies of work order or completion certificate need to be enclosed.
- The bidder *shall* have an annual average turnover of INR 5 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2019 (2016-17, 2017-18 and 2018-19). Copies of Audited Balance sheet & Turnover Certificate from Chartered Accountant certifying the same need to be enclosed.
- The Firm *shall* have net worth of Rs 2 crore & above as on 31st March 2019, Net-worth certificate from chartered accountant needs to be enclosed.

1.3. General Terms of Bidding

All documents submitted by the Applicant(s) will be treated as confidential.

MIDFC reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). MIDFC also reserves the right not to award or enter into any contract or agreement with any Applicant(s) and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.

Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by MIDFC may lead to rejection of the Applicant's proposal in its entirety.

Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.

A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the MIDFC will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.

Wherever required by applicable laws, MIDFC shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

1.4. Cost of Bidding

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

1.5. Right to accept and to reject any or all bids

Notwithstanding anything contained in RFP, MIDFC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MIDFC's action.

1.6. DOCUMENTS

The proposal *shall* be submitted in hard copy: - Technical Proposal to be submitted hardcopy only with the format attached in RFP document. Consortium is allowed.

1.7. Clarifications

Agency may request a clarification on any of the bid documents. Any request for clarification must be sent in writing by electronic mail to MIDFC at the address indicated in the Data Sheet. MIDFC will respond through website and notify the clarifications thereon at any time at least 3 days before the submission of Proposals. After this no request for clarification shall be accepted and no clarifications shall be issued by MIDFC. The MIDFC may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through MIDFC website <http://www.mbda.gov.in> and will be binding on them. MIDFC may, at its discretion, extend the deadline for the submission of Proposals.

1.8. Amendments Modification of RFP

At any time prior to the deadline for submission of RFP, MIDFC may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e. <http://www.mbda.gov.in>

Any Addendum/Corrigendum thus issued will be notified through MIDFC website i.e. <http://www.mbda.gov.in> All such amendments/addendum will become part of the bidding document.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, MIDFC may, at its own discretion, extend the Bid Due Date.

2. Preparation & submission of Bids

2.1. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.2. Format & signing of Bid

The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD in hard copy only.

The office of The Officer on Special Duty (MIDFC)

House No. L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003.

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the MIDFC, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

2.3. Submission & marking of Bid

Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

Bidder shall submit the proposal as prescribed in the chapter "Methodology of Bid Submission". In case of any queries; bidders may contact the service provider on any working days on contact numbers provided.

Bidders need to submit the hard copy of the technical and financial proposal for technical and financial evaluation with supporting documents. The Proposals must be properly signed by the authorized representative (the “**Authorised Representative**”) A copy of the Power of Attorney in the form specified in Annexure shall accompany the Proposal.

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Bidders *shall* note the Bid Submission Date/ Proposal Due Date, as specified in RFP, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid submission Date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of RFP.

2.4. Technical Envelope No.1:

The Bidder shall submit all the documents as per formats provided in the RFP document. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

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

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Services to the Bidder may also be liable to cancellation in such an event.

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

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Agency, as the case may be.

In such an event, the Authority may claim as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.5. Financial Envelope No.2 (C1):

The Bidder shall submit the financial proposal as per format provided in the RFP document. The Bidder shall clearly indicate the total cost of the Services (Item [F] in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the associated with the project. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.6. Submission of Proposal

Bidders shall submit the Technical and Financial Proposal as prescribed in 3.4 & 3.5 On prescribed date of bid submission, Bidder need to submit all the documents in physical form as per format provided in the RFP document.

Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate and only information that is directly relevant *shall* be provided.

Rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Report by the Authority and discharge of all obligations of the Agency under the Agreement.

2.7. Bid Due Date

Bids shall be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP. MIDFC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.8. Late Bids

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

2.9. Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the MIDFC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the MIDFC at the address as mentioned in the RFP.

Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the MIDFC, shall be disregarded.

2.10. Rejection of Bids

The MIDFC reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the MIDFC to accept any Bid or to give any reasons for their decision. MIDFC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.11. Validity of Bids

Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the MIDFC.

2.12. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the MIDFC in relation to, or matters arising out of, or concerning the Bidding Process. The MIDFC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The MIDFC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the MIDFC.

2.13. Correspondence with the Bidder

MIDFC shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

3. Earnest Money Deposit (EMD) & Performance Security

3.1. Earnest Money Deposit

The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 2,00,000/- (Rupees Two Lakh only) to be submitted in the form of a Demand Draft/Pay Order issued by one of the Nationalized /Scheduled Commercial Banks in India in favour of the “**MIDFC Ltd.** payable at **Shillong** only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.

Any Bid not accompanied by the EMD shall be summarily rejected by the MIDFC as non-responsive.

The EMD of unsuccessful Bidders will be returned promptly without any interest.

The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the MIDFC under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the MIDFC;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign and return the duplicate copy of LOI;
 - ii. Furnish the required Performance Security within the period prescribed there;
 - iii. Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

3.2. Performance Security

The successful Bidder will Deposit at 5 % Performance Security of the total value of the contract in the form of Account Payee Demand Draft or a Bank Guarantee from a Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Meghalaya Tourism Board.

The Performance Security *shall* remain valid for a period of 30 days beyond the completion of the period of contract.

3.3. Evaluation of Bids

3.3.1. Opening & Evaluation of Bids

The MIDFC will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Bidders. In the event of specified date of Bid opening being declared as a holiday for the MIDFC, the Technical Bid will be opened at the appointed time and location on the next working day.

Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

Prior to evaluation of Technical Bids, the MIDFC will determine whether the Bid is accompanied by the required EMD and Tender Fee.

If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the MIDFC as non-responsive.

Test of Responsiveness- Prior to evaluation of Bids, the MIDFC shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if;

- a) it is received in as per the formats provided in the RFP
- b) it is received by the Bid due date including any extension there of
- c) it is duly signed and marked as stipulated in the RFP
- d) it is accompanied by EMD as stipulated specified in this RFP
- e) it is accompanied by the Power of Attorney as specified in the RFP
- f) it contains all the information and documents (complete in all respect) as required
- g) it does not contain any conditions or qualifications, and
- h) it is non-responsive thereof;
- i) it contains certificates from its statutory auditors in the formats as specified

The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the MIDFC may require.

If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the MIDFC and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation. The MIDFC may ask the bidder for any document and clarification as and when required.

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The MIDFC shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation.

The presentation shall be evaluated on the basis of following parameters:

- a) Execution plan of the project
- b) Concept, theme and design.
- c) Effective branding of Meghalaya (The way in which Cultural Festival's platform will be used to promote as a tourism destination).
- d) Creative Ideas for Showcasing the culture and Heritage of Meghalaya
- e) Value additions to Festival for enhancement of tourism sector in Meghalaya

3.4. Short listing of Bidders.

- a) The Bidder shall be shortlisted on the basis of scoring obtained.
- b) The minimum qualifying marks shall be 70 out of 100 marks.
- c) The segregation of marks shall be as follows:

Sr. No.	Requirements	Marks
A	Financial Strength Related	20
AI	Annual average turnover in last 3 (three) financial years ending 31.03.2019 (2016-17, 2017-18 and 2018-19).	15
I.	● Rs. 5 Crores to less than 7.5 Crores	10
II.	● Rs. 7.5 Crores to less than 10 crores	12
III.	● Rs. 10 crores and above	15
AII	The Bidder <i>shall</i> have Net Worth as on 31 st March 2019.	5
I.	● Rs. 2 crores to less than Rs. 4 crores	3
II.	● Rs. 4 crores to less than Rs. 5 Crores	4
III.	● Rs. 5 crores and above	5
B	Similar Project Experience	30
BI	The bidder <i>shall</i> have a history of conducting / executing Tourism Festival or destination marketing tourism for state tourism department or Tourism Corporations or Tourism Boards in India in Last 5 Years.	20
I.	● Minimum 2 Festivals	5
II.	● Above 2 Festivals	3 Marks for each project Maximum up to 20 Marks
BII	The bidder <i>shall</i> have a history of conducting/executing Tourism Festival for state tourism boards in India having value more than 2 cr. in Last 5 financial years.	10
I.	● Minimum 3 festivals - 5 Marks	5
II.	III. Above 3 Festivals –	2.5 Marks for each

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		festival maximum up to 10 marks
C	Concept plan and methodology / strategy to proceed with the project	50
I.	Presentation on Approach and Methodology and concept note	40
II.	Work Plan & Timeline	10
	Total (A+B+C)	100

- d) The bidders are required to score minimum **70 technical points** (technical marks + presentation) to qualify for opening of financial proposal. On the basis of technical assessment which includes presentation, the financial bids of only the top 3 selected agencies who scores maximum marks in technical qualification will be opened, in the presence of authorized representatives of the agencies. In case, more than 3 bidders secure maximum marks, the financial bids of all the bidders shall be opened. In case, only two agencies qualify; Financial Bids of the two agencies will be opened on the basis of QCBS system. At the discretion of the management Financial Bid may be opened in case of single tender.
- e) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be **80:20**.
- f) The agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.
- g) The MIDFC will notify the selected firm/Agency in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the MIDFC to provide the envisaged services described in the Scope of work.
- h) The final authority lies at the sole discretion with the Executive Director, MIDFC.

3.5. Opening of Financial Bids

MIDFC will consider the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with the RFP and determined to fulfill the qualification criteria as detailed out in the RFP.

The Bidders or their representatives who are present shall sign attendance sheet evidencing their presence.

3.6. Examination of Financial Bids and Determination of Responsiveness of Financial Bid

MIDFC will determine responsiveness of each Financial Bid in accordance with the price quoted.

A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by MIDFC and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.7. Correction of Errors

Financial Bids determined to be substantially responsive will be checked by MIDFC for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- a) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy
- b) The amount stated in the Financial Bid will be adjusted by MIDFC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

3.8. Evaluation and Comparison of Financial Bids

In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document

This Fee will cover costs / expenses for undertaking work as detailed in the Scope of Work.

MIDFC will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For final evaluation (QCBS), total cost of financial proposal will be considered.

MIDFC will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

In evaluating the Financial Bids, MIDFC will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.9. Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, MIDFC may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by MIDFC and the response by Bidder shall be through email/writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by MIDFC in the evaluation of the Bids.

Subject to Sub Clause in the RFP, no Bidders shall contact MIDFC on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

Any effort by the Bidder to influence MIDFC in Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

3.10. Process to be Confidential

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the MIDFC in relation to or matters arising out of, or concerning the Bidding Process. The MIDFC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The MIDFC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and /or the MIDFC or as may be required by law or in connection with any legal process.

3.11. Award of Contract

3.11.1. Selection & Award Criteria

- a) The evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the tender.
- b) The Client shall evaluate each technical proposal taking into account several criteria. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.
- c) The points and the criterion have been specified in the RFP.
- d) The bidders are required to score minimum **70 technical points** (technical marks + presentation) to qualify for opening of financial proposal. On the basis of technical assessment which includes presentation, the financial bids of only the top 3 selected agencies who scores maximum marks in technical qualification will be opened, in the presence of authorized representatives of the agencies. In case, more than 3 bidders secure maximum marks, the financial bids of all the bidders shall be opened. In case, only two agencies qualify; Financial Bids of the two agencies will be opened on the basis of QCBS system. At the discretion of the management Financial Bid may be opened in case of single tender.
- e) The ratio of weight towards quality (technical bid) and cost (financial bid) shall be **80:20**.
- f) The agency which scores highest aggregate marks (H1), after adding the scores for the technical and financial evaluation, will be awarded the contract for organizing the event.
- g) The MIDFC will notify the selected firm/Agency in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the MIDFC to provide the envisaged services described in the Scope of work.
- h) The final decision for selection lies at the sole discretion with the Executive Director,

MIDFC.

3.12. Public Opening & Evaluation of Financial Proposals

After the technical evaluation (quality) is completed, MIDFC shall notify those agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Scope of work and the financial proposals of such bidders will be returned unopened after the signature of the contract.

MIDFC shall simultaneously notify the agencies that have secured the minimum qualifying mark, the date, time and place set for opening the financial proposals or as mentioned in the RFP, to enable the agencies to attend the opening of the financial proposals.

The financial proposals shall be opened publicly in the presence of representatives of the agencies who choose to attend. The name of the agencies, the technical points, and the prices quoted shall be read out by MIDFC.

The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points.

The financial scores of other proposals *shall* be computed as follows:

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

Where F= amount of financial proposal

Combined Quality and Cost Evaluation

The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw= weight assigned to technical score i.e. 0.80

Fw= weight assigned to financial score i.e. 0.20

The successful bidder shall be the bidder having the highest score. In the event two or more bidder have same score in the final ranking, the bidder with higher/highest combined score shall be considered as successful bidder. In case two or more bidder have same score in the final ranking and combine score, the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder.

The firm obtaining the highest total score shall be the successful bidder.

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MIDFC reserves the right to put on wait list bidders other than the successful bidder in the order of their total scores. Such wait-list may not only be used in the event that the iconic festival is not executed by the successful bidder but also in organizing any other events of similar nature. This wait list shall be valid for a period of three years.

3.13. Letter of Intent, Payment Structure & Other Terms

After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the MIDFC to the Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the MIDFC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the MIDFC on account of failure of the Agency to acknowledge the LOI, and the MIDFC may select the next Agency in the rank.

After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the successful Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall be on year to year basis.

3.14. Total Duration of Service

Initially the agreement shall be executed for a period of one year and may be extendable for further period of two year on year to year basis on satisfactory performance with mutual consent on the same terms and conditions which shall not vary more than 10 % of the current contract value.

3.15. Fee payment Structure

Payment will be made to the agency as per following schedule:

- a) Payment of 15% of the total amount will be made on submission of detailed itinerary and concept plan along with relevant details.
- b) Payment of further 20% of total amount will be made on submission of confirmations of all artists/ key participants and relevant dignitaries, if any
- c) Payment of further 35% of the total amount will be made upon all necessary equipment and infrastructure reaching the destination/ venue.
- d) Payment of balance 20% of the value of the project will be made after receiving completion report & Films & Other Deliverables as per Scope of Work.

The agency shall be paid as per the aforesaid payment schedule.

If scope of work is altered, then payment shall be made in proportion of bid value.

MIDFC will issue Work Orders/Release Order, if any, through letter by post or Emails only for the activities required by MIDFC under the scope of work and payment will be made only for

completing these activities satisfactorily. Agency shall submit the detailed invoices of the work completed along with credit/debit notes in addition to supporting documents of such invoices

3.16. Liquidated Damages

In the event of contractor's failure to complete the work and providing various services within the specified time, the MIDFC may, without prejudice to any other rights hereunder, recover from the supplier, as Liquidated Damages, the sum of 10% of the contract price.

3.17. Termination by Default

MIDFC reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

3.18. Risk – Purchase Clause

If the contractor, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the MIDFC will have the right to:

- a. Forfeit the EMD.
- b. Invoke Security Deposit/Performance Bank Guarantee
- c. In case of completion through alternative sources and if price is higher, the contractor will pay the balance amount to MIDFC.
- d. For all purposes, the work order accepted by the bidder and issued by MIDFC will be considered as the formal order to start the work however a separate agreement shall be signed with the agency after submission of security deposit

3.19. Arbitration

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Commissioner and Secretary Tourism, Government of Meghalaya.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of Principal Secretary Tourism, Government of Meghalaya, or such other places as the arbitrator may decide.

4. Scope of Work

4.1. Conceptualization of Tourism theme

A good research is expected which can formulate a relevant and attractive theme for the festival and stalls. The tenderers are required to visit and inspect the sites before submitting their designs concept.

4.2. Media Management

Participation of minimum 5 distinct international and 20 distinct national media (except travel trade magazine) journalist from print, electronic and digital media to be ensured who have published recent articles in standard magazines/ periodicals. The term media includes mainline newspapers, magazines, TV channels, online platforms and Web news Channels.

- a) The term distinct media teams mentioned above implies distinct organizations and does not take into account multiple representatives of a single organization.
- b) The complete logistics of boarding, lodging travel and, transport of the media personnel to be borne and managed by the agency.
- c) The fabrication/management of the media lounge/ business center will also be the sole responsibility of the agency.
- d) Issue press release during all days of event in Hindi and English language and circulate the same to Local and National media.
- e) The list of media personnel to be submitted minimum 1 month before the event and approved by department
- f) Obtain a professional feedback from the participants and the same *shall* be submitted to Department along with compilation of the feedback within 15 days from the end of the event. Format for the feedback shall be got approved from Department

4.3. Craft Bazaar

Agency *shall* make arrangement of A Craft Bazaar of Min. 15 Stalls to Exhibit and Promote Various Arts and Crafts of Meghalaya. The Artisans and Exhibitors will be finalized as Approved by Authority. (i.e. Bagh Print, Bell Metal, Maheshwari saree weaving, Gond Art etc.)

4.4. Food Bazaar

Agency *shall* make arrangement of A Food Bazaar of Min. 15 Stalls to Exhibit and Promote Native Cuisine and Delicacies and special ingredients of Meghalaya. The Stalls will be finalized as Approved by Authority.

4.5. Rural Experiences

Agency *shall* make necessary arrangements of Visits to nearby Villages to Promote Rural Tourism in Meghalaya. The Visits will be emphasizing on participation of nearby Locals in the Region and Creation of Rural Experiences for Visitors.

4.6. Glamping – Luxury Tents

Agency *shall* be responsible for making a Tent City of minimum 50 Tents (including all the necessary arrangements for Stay and meals of Tourists in the Tent City)

4.7. Stage arrangement

A theme-based stage admeasuring approx. 2,000 sq. ft for the inauguration of the Iconic Festival would be created. The Stage must be equipped with complete necessary audio & visual equipment, special effects equipment, 2 large LED screens on both sides of stage, podiums, sitting arrangements, carpets on passage, inauguration lamp etc. The Stage *shall* have adequate load bearing capacity. Theatre style seating arrangements for approximately 1000 visitors with seating arrangement of approximately 50 seats with sofa sets for VIPs with coffee tables/flower vase, are required to be arranged.

4.8. Control Room for participants/officials

A Control room for participants/officials is required to be set-up at the Foyer area. The control room shall be manned by the authorized representative of the Event Management Agency and supported by the nodal officers from the Tourism department and MIDFC. Control room shall act as “One Point of Contact” for all participants/team leaders/officials for all purposes related to accreditation, arrival/departure, stay arrangements and to &fro movement of participants to venue/ Railway stations, cultural programme schedule, rehearsals, food/meals medical assistance , coordination etc. Centralized help desk/control room must be approximately 15x20 sq. ft size having appropriate amenities such as desktop computers, tables, chairs, printer, internet connectivity, photocopier, fan, lighting etc. sufficient for working of at least 5-6 officials. The centralized help desk shall be managed by the Event Management Agency and two mobile numbers *shall* be exclusively assigned for this help desk which will be circulated to all participants/officials/agencies/team leaders/organizers for any kind of assistance/support.

4.9. First-aid Counter

A first-aid counter of approximately 12x12 sq. ft having accessibility at the venue manned throughout the event including rehearsals period, by experienced, qualified professionals having complete first-aid facilities, fan, lightings and amenities as per the directive and in compliance with concerned authorities.

4.10. Barricading and Security measures

If required, all necessary barricading, tin-bordering, masking, security measures as per the requirements of Meghalaya Police, Fire Department, Electricity Department, Municipal Corporation and/ other agencies/departments etc. The entire area *shall* be well secured from all angles.

4.11. Local transportation and Logistics

Local transportation and logistical support for participants & officials/team leaders to &fro from the Guwahati Airport/ Guwahati Railway station/bus depots to the place of stay at the time of

arrival/departure and to &fro movement from place of stay to the venue during pre-event, post-event and during the event as per the schedule of their participation / stalls timings are to be provided.

4.12. Meals for Participants & Officials/ Team Leaders

All 3 Indian meals i.e. Breakfast, Lunch and Dinner for all the participants & team leaders are required to be provided either at the place of their stay and/ or at venue as per the schedule of their stall or participation starting from their arrival in venue to Departure from venue by reputed licensed vendor taking due care of food safety & hazards measures as per the industry's quality norms

4.13. Security & Other Arrangements

- I. Round the clock deployment of well-groomed/trained uniformed security guards (Skilled/Semi-skilled) from reputed security agency would be provided for security inside and outside the venues. The group of every 15-20 security guards must be supervised by a Supervisor.
- II. Installation of sufficient number of CCTV Cameras covering entire area and Round the clock monitoring and recordings of CCTV coverage. The Event Management Agency shall submit complete recording of the carnival in DVDs within 15 days of completion of the event. The Event Management Agency must ensure that the number and quality of CCTVs *shall* be compliant to requirement of security agencies like Delhi Police, SPG etc. wherever required.
- III. Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
- IV. Separate Men to Men & Women to Women Frisking at all entry points to the venue by the fully equipped security personnel.
- V. Availability of First aid facilities and emergency medical facilities including availability of well-equipped Ambulance during the event.
- VI. Availability of all categories of fire-fighting equipment including fully loaded fire engines round the clock as compliance required by the Fire Department.
- VII. Other Security arrangements/measures and compliances as per requirement/directive by statutory security agencies like, Meghalaya Police etc. for VIPs security.
- VIII. The Event Management Agency shall be responsible for all risks associated with the event for the entire duration of event and for all prior preparation and winding up period with respect to his manpower/contractors/property/material etc. mobilized by him for the event.
- IX. The Event Management Agency must ensure that all risks associated with organizing of the festival for the entire duration of event and prior preparation and winding up period are insured against perils like fire; damages with respect to participants, their property/material, etc.; public liability carrying any single accident limit of Rs. 50 lakhs; event cancellation loss towards preparation, advance, commitments etc. and all other related risk coverage. A copy of this policy is required to be submitted to MIDFC within

10days of issue of Work Order. Moreover, MIDFC will not bear any responsibility and liability, whatsoever, for any or all liabilities arising out of and on account of any actions of the Event Management Agency, prior to, during and after the event.

4.14. License/ Permissions/ NOCs

It shall be the responsibility of the Event Management Agency to liaison and coordinate with all respective authorities like Meghalaya Police, Meghalaya Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/Entertainment Department, etc. and/or any other Authority to obtain necessary NOC's, permissions, licenses on behalf of MIDFC and Tourism Department of Meghalaya to organize Iconic Tourism Festival.

4.15. Digital Marketing, Advertisement and Promotion

The agency shall be responsible for following activities:

- a) The Event Management Agency shall support the entire advertisement and publicity measures for the Iconic Tourism Festival including designing, issuing, printing, installation, supply etc. Wherever applicable, the Event Management Agency must get the entire publicity measures like Newspaper ads, FM Radio jingles, hoardings through the reputed advertising agency(s).
- b) Creation and Maintenance of a microsite – a microsite specially designed for the Festival would be created and maintained by the agency that would provide all the relevant and necessary information as per the requirement of the Festival. The microsite would be hosted/ linked with the tourism website.
- c) Social Media Promotion – the agency would create social media handles for the festival on various popular platforms like Facebook, Twitter, and Instagram etc. to promote the festival and to disseminate the information to the Targeted Audience.
- d) Paid Digital Promotion – The agency would present digital media plan to target the relevant pan India audience with demographical, geographical, interest targeting etc. to Meghalaya Tourism Board and after approval from authorities the plan would be executed. The paid digital promotion plan would not be a part of BoQ.
- e) Content Creation – The agency would be solely responsible for the creation of all the content required for digital marketing and promotion of the event. The content would be uploaded after approval from Authority.
- f) Arrangement for Influencers - The agency would be responsible for on-boarding of influencers as per the requirement of festival. These influencers will be deployed after approval from the Authority. The influencer costing would not be a part of BoQ.

4.16. Post event Content & Report

- a) Submit summary of the event to department through a post event report along with good pictures of the event.
- b) 10-minute-high quality film covering the event.

- c) It is mandatory for the agency to submit 25 high resolution images for each activity of festival along with all the aspects of festival shall be submitted to MIDFC.
- d) Post event details of media coverage of Festival by hosted Media and others in both hard and soft copies within 15 days from the close of the event

4.17. Cleaning & Waste Management

- a) The Event Management Agency has to keep the entire venue including Pavilions/stalls, Food court, VIP Lounges, Stage, Green Rooms, Public seating areas/arrangements, VIP seating areas/arrangement, Pathways, Pavements, Refreshment stations, help desk, registration counters, first-aid counter, back areas as well as any other areas within the venue properly cleaned all the time during the event including rehearsals.
- b) The Event Management Agency has to deploy sufficient number of staff for regular emptying of all the garbage bins within the venue during the event. It shall be the responsibility of the Event Management Agency to keep the entire venue clean at all times.
- c) The Event Management Agency shall deploy exclusive staff for cleaning and maintenance of all toilets regularly during the event.
- d) The Event Management Agency shall also deploy staffs for cleaning and maintenance of designated public toilets assigned by venue owner for the Festival.
- e) The Event Management Agency shall remove all “back of house wastes” to the designated waste compound of respective Municipal Corporation or the venue.
- f) The Event Management Agency shall handover the cleaned venue to the venue owner to their satisfaction after completion of the event and removal of entire setup and materials.

4.18. Risk Management

The Event Management Agency must identify all risks associated with the planning and delivery of the services for the Iconic Tourism Festival and shall have ready strategies to mitigate such risks.

4.19. Rendering Event Management services

The Event Management agency shall provide such other service and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time.

4.20. Scope not exhaustive

The Scope of Services specified in the above Paragraphs are not exhaustive and the event management agency shall undertake such other tasks as may be necessary to appraise the make the Iconic Tourism Festival more successful.

5. Schedule of Event & Communication

5.1. Tender Schedule

S No.	Activity	Tentative Date
1	Date of Issue of RFP	05-Dec-2019
2	Last date of submission of Pre-bid queries or clarifications	12-Dec-2019
3	Pre-bid Meeting	13-Dec-2019
4	Last Date of submission of Bids	06-Jan-2020
5	Presentation by the bidder on their concept approach and methodology	08-Jan-2020
6	Opening of Financial Proposal	08-Jan-2020

5.2. Communications

All communications including the submission of Proposal *shall* be addressed to:

The Officer on Special Duty (MIDFC)

House No. L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003, India.

SCHEDULE 1: Draft AGREEMENT

This Agreement is executed at on(date) between Meghalaya Infrastructure Development and Finance Company Ltd. (MIDFC) having registered office at House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills, Meghalaya-793003, India.

represented by the officer of special duty engaged in development and promotion of infrastructure and providing services to its member organizations, in the state of Meghalaya hereinafter referred to as “MIDFC” which expression shall unless repugnant to the context, mean and include its successors or assignees, on one part.

AND

..... (Name and details of Party) hereinafter referred to as the “Agency” which expression shall unless repugnant to the context mean and include its successors or assignees, on second part.

AND Whereas MIDFC & the Agency hereby agree to record their understanding containing terms & conditions for this work in the form of this Memorandum of Understanding.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed between MIDFC and Agency to carry out the assignment for Iconic Tourism Festival, as per the terms & conditions given below:

1. **Project title:**
2. **Key Personnel/s:**
3. **Aims and Objectives:**
 - i. To organize Iconic Tourism Festival during the period to
 - ii. To make necessary boarding, lodging and logistics arrangements for the participants coming from different places across India.
4. **Project Duration:**
5. **Total Cost:** The total cost of the project will be Rs. (Rupees.....) the head wise breakup of which is given in Annexure - 1:
6. **Scope of work:** The scope of the work shall be as per Annexure - 1 :(To be attached separately).
7. **Work Plan:**

(To be decided in consultation with selected party).
8. **Timelines / Quantifiable outputs:**

(To be mentioned after finalization with the selected party).
9. **Terms of Payments:**
 - 9.1 It will be a lump sum contract for which a consolidated sum as mentioned at Clause – 5, shall be paid for organizing the event on Turnkey basis. The amount quoted by the Agency shall be inclusive of all taxes/ levies/charges including service charges.

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9.2 It is clearly understood that no transportation, handling, labor and/or any other charges shall be paid for mobilizing resources to the venue or its clearance after the event is over.

9.3 Statutory Taxes/ TDS, if any, shall be applicable/deducted while releasing payments of contract amount.

10. Monitoring & Inspection:

10.1 Monitoring:

- (i) Representative(s) of MIDFC shall undertake monitoring of the project and coordinate with the Agency for the completion of the project.
- (ii) The Representative(s) of the Agency will submit day to day progress report of the work carried out in the Project/ Assignment directly to MIDFC.
- (iii) The day to day review of the progress of work of the project/ assignment will be done by the MIDFC.

10.2 Inspection:

- I. During the course of the Project/ Assignment MIDFC shall have the right to depute its representative(s) to inspect the work at sites of the project and to see the relevant records at its own cost.

- 11. Funds shall be spent exclusively on the project / assignment for which it has been sanctioned, within the stipulated time. The Agency is not permitted to seek or utilize funds from any other organisation (Government, Semi Government, Autonomous or Private) for this assignment /project.
- 12. The Agency would furnish to MIDFC the Project Completion Certificate along with the final Invoice for the assignment on the completion of the project/ assignment.
- 13. A stamped "Receipt" shall invariably be sent to MIDFC on receipt of the Cheque/ Demand Draft towards each release.
- 14. The Agency shall not entrust any part of the work/ assignment to another party and to divert the funds provided by MIDFC. However, in case of exigency if such situation arises then, express permission of MIDFC shall have to be obtained in writing. In case the Agency is not in a position to execute or complete the project, it may be required to refund forthwith to the MIDFC the entire amount of funds received by it along with interest at prevailing rates.

15. Reports/ deliverables required:

I.1 The required outputs of this project shall be as follows:

- (i) An inception report (maximum five pages) outlining the approach/methodology and execution programme/timetable. This report shall be submitted for review and approval by MIDFC within 07 days of signing the contract before commencement of the work.
- (ii) Designating nodal official/s responsible as single point contact for matters pertaining to this project.
- (iii) Progress report based on the approval of inception report on different aspects as per the frequency decided by MIDFC.
- (iv) Successful implementation of the event as per the scope of the project.

I.2 A final report shall be submitted within (15) fifteen days of successful completion of the project, documenting the event.

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I.3 MIDFC shall have the right to call for information, sketches, designs etc. and/or any other detail necessary to enable MIDFC to understand the project progress and the Agency shall supply all the needed information at the request of MIDFC, which will ensure confidentiality.

16. Security Deposit (SD):

16.1 The selected party shall deposit 5% of the contract value as performance security deposit (interest free) to MIDFC by way of Demand Draft. The EMD of Rs. 2,00,000/- (Rs. Two Lakhs) deposited by the Agency shall be retained by MIDFC and converted into SD on acceptance of this order. The Agency shall deposit the balance amount to make it 5% of the total value of the contract.

16.2 Forfeiture of SD:

The SD shall be retained by MIDFC till all obligations under this contract are fulfilled by the party & the same shall be paid within 30 days of full & final payment by MIDFC. However, the entire SD shall be forfeited in case of non-performance or non-completion of work as per the terms and conditions stipulated in the contract.

17. Validity of Rates:

The rates quoted by the Agency shall remain firm till the completion of work. No increase in rates for any reason whatsoever shall be entertained under any circumstances.

18. Penalty:

18.1 In case, it is observed that the Agency is not adhering to the time schedule for completing the assignment, MIDFC will be at liberty to levy appropriate penal charges to be recovered from the SD/payments, besides getting the work done from other party at the cost and risk of the selected Agency.

18.2 The Agency also agrees that if the deliverables are not found to be as prescribed by the MIDFC in terms of quantity or quality and / or if any defect is pointed out by MIDFC and the same are not rectified to the satisfaction of the MIDFC, then, MIDFC shall be at liberty to impose a minimum deduction/penalty of 10% on relevant work component.. The quantification of any such deduction / penalty shall be decided by a committee constituted by MIDFC the decision of which shall be final and binding. Full and final payment shall be released only after recommendation of this committee.

19. Termination of contract:

MIDFC shall monitor the progress of the assignment regularly. In case, MIDFC finds that the Agency is not able to fulfill the terms and conditions of this work order or is not able to deliver service to the satisfaction of MIDFC, then MIDFC shall be at liberty to terminate this work order and award this work to some other Contractor for undertaking the work at the Agency's risk and cost. In such case, the Agency shall be liable for penalty, damages, expenditure etc. that MIDFC may incur for the same work.

20. Conflict of Interest:

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the client (MIDFC) under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It shall be the requirement of the contract that the

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Agency shall provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice the agency avoid conflicts with other assignments and their own corporate interests. Agency has confirmed that this assignment is not in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of MIDFC.

21. Relationship with MIDFC / Tourism Department's staff:

The Agency undertakes and certifies that they including their personnel and sub-consultants have no relationship with such member(s) of the MIDFC or Tourism Department of Meghalaya staff of the project implementation, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract.

22. Professional Liability:

The Agency undertake to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. In case MIDFC finds that the assignment has not been progressing as per the plan or has not been completed with the professional standards expected from the Agency, then it shall have the right to cancel the assignment and get the same conducted through any other organisation/ contractor at the risk and cost of the Agency.

23. Staff Substitution:

During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the Agency), the Agency shall propose other staff of at least the same level of qualifications, for approval by the MIDFC. Approval for any such substitution shall be the sole discretion of MIDFC. In any case, no escalation in cost shall be considered which may arise due to such substitution of staff/s.

24. Standards of ethics:

24.1 Both the parties to this Agreement confirm and undertake that they shall observe the highest standards of ethics during the process of entering into this contract and shall maintain the same high standards of ethics in execution of this contract. The Agency shall not resort to any kind of;

- "corrupt practice" i.e. offering, giving, receiving, or soliciting anything of value to influence the action of a public official in the selection process or in contract execution;
- "fraudulent practice" i.e. a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
- "Collusive practice" i.e. a scheme or arrangement between two or more contractors with or without the knowledge of the MIDFC, designed to establish prices at artificial non-competitive levels.
- "Coercive practice" i.e. harming or threatening to harm, directly or indirectly, persons or their property to influence their participation or affect the execution of contract.

24.2 It is further provided that: -

- I. MIDFC shall be at liberty to reject a proposal for award if it determines that the Agency has engaged in corrupt or fraudulent activities in competing for the contract in question;

II. The MIDFC shall declare the Agency ineligible, either indefinitely or for a stated period of time, for the award of a Government contract if it, at any time, determines that the Agency has engaged in corrupt or fraudulent practices in competing for, or in executing the contract;

24.3 The MIDFC has the right to inspect the accounts and records of the Agency to performance of the contract and to have them audited by auditors appointed by the MIDFC.

25. Arbitration:

All disputes or differences, whatsoever arising between the parties within or relating to construction/meaning/operation/effect and/or dispute with regard to this contract or breach of contract shall be referred to the Sole Arbitrator of the nominee of the Executive Director of MIDFC not being employee of MIDFC and the award made in pursuance thereof shall be binding on both the parties. The party agrees and undertakes that it shall not challenge the award made in pursuance of the aforesaid arbitration clause on the ground that arbitrator was the nominee of Officer on special Duty of MIDFC as per clause of the contract.

26. Jurisdiction:

This contract shall be subject to Shillong jurisdiction and court of competent jurisdiction at Shillong and shall have exclusive jurisdiction in regard to the matter under the Indian Arbitration and Conciliation Act, 1996. The parties agree and confer jurisdiction to Delhi Courts in the event of any disputes and that no other court shall have jurisdiction to any matter under this contract.

27. Intellectual Property rights:

The Agency shall undertake that the documents or part of the final report prepared by them in consultation with MIDFC shall not be used by them elsewhere. The intellectual property rights for the same will remain with MIDFC.

28. Force Majeure:

Neither party shall be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restriction or instruction, Natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of force majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure Act.

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
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**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their
respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Agency:

[Authority]

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

Appendix - I: Technical Proposal Cover Letter

Letter Comprising the Bid

Ref.

Date:

To,
The Officer on Special Duty (MIDFC)
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills
Meghalaya-793003, India.

Sub: - Selection of Event Consultant / Agency for organizing Iconic and Destination Marketing festival

Dear Sir,

Being duly bidder to represent and act on behalf of _____

(hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "Selection of Creative & Event Agency for Iconic and Destination Marketing festival" (**'Project'**).

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ (name of the bidder, in accordance with conditions stipulated in the RFP)
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Meghalaya Infrastructure Development Finance Company (hereinafter referred as the "**MIDFC**") and in any subsequent communication sent by MIDFC.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MIDFC)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

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5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial MIDFC or 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/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the MIDFC; and
 - b. I/ We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with MIDFC or any other public sector enterprise or any government, Central or State; and
8. 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;
9. I/ We 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
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right 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

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
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with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into an Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MIDFC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected
18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the MIDFC in the manner provided in respect thereof in the RFP.
19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.

I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

Date:

Place:

For and on behalf of: (Name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
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Appendix - II: General Information about Bidder

RFP for Selection of Creative & Event Agency for Organizing of Iconic and Destination Marketing Festival

Sr. No.	Particulars	Page No.	Remarks/Details
1	Name of Agency/ Applicant		
2	Details about office of agency:		
	Address:		
	Phone No:		
	Fax:		
	E-Mail ID:		
	Website:		
	Contact person:		
	Mobile No. and contact person:		
3	Details about registered office of Applicant and Contact No.		
4	Status of Applicant [Partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]		
5	Details about Director/Partners List to be attached		
6	Copy of Memorandum to be attached		
7	Total experience of applicant [No. of years]		
8	Certified copy of the Turnover of Agency/ Applicant during last financial three years		
9	P.A.N. No. (Copy to be attached)		
10	Goods and Service Tax (GST) Registration No. (Copy of certificate to be attached)		
11	Concept note		
12	Credentials		
14	Details of RFP Fees attached		
15	Details of EMD attached		

Signature & Seal of the Bidder

Date:

Appendix - III: Declaration

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MIDFC on the basis of the information given by me/us can be treated as invalid by the MIDFC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MIDFC in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me/ us here in above and/ or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name

Designation :

Appendix IV: Statement of Legal Capacity

(To be on the letterhead of the Bidder)

Ref.

Date:

To,

The Officer on Special Duty (MIDFC)

House No. L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003, India.

Sub: **Bid for“Selection of Event Consultant / Agency for Iconic and Destination
Marketing festival.**

Dear Sir,

We hereby confirm _____ that we satisfy the terms and conditions laid out in the
RFP document.

We have agreed that _____ (insert individual’s name) will act as our representative
and has been duly bidder to submit the RFP.

Further, the bidder signatory is vested with requisite powers to furnish such letter and
authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Bidder signatory

Appendix V: Power of Attorney for signing of Application

Know all men by these presents, We_

(name of the firm and address of the
registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms.
(name), _____ son/daughter/wife of _____

_____ and presently residing at _____, who is presently employed

with us 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 ***** Project proposed or being developed by the ***** (the "MIDFC") including but not
limited to signing and submission of all applications, bids and other documents and writings,
participate in Pre-Applications and other conferences and providing information/ responses to
MIDFC, representing us in all matters before MIDFC, signing and execution of all contracts
including the Authorization Agreement and undertakings consequent to acceptance of our bid,
and generally dealing with MIDFC 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 entering into of the
Authorization Agreement with MIDFC.

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.

IN WITNESS WHEREOF WE, _____, THE ABOVE – NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF

_____ 20**

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.[Notarized]

2.Accepted

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
Iconic Tourism Festival in Shillong, Meghalaya

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Also, wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix VI: Similar Project Details

Experience in Related Activities

S. No.	National / International Event - Name	Date	Place	Supporting Document	Cost of Project

FOOTNOTE:

- a) Separate tables may be provided for the national and international events.
- b) For the purpose of marking, only those events, managed by the EMA for the past five financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letter of intent, completion certificates, etc. The documents *shall* be duly notarized and submitted along with the above proforma.

**Signature & Seal of the
Bidder**

Date:

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
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Appendix VII: Financial Capacity of the Bidder

Financial Capacity of the Bidder		
S. No	Financial Year #	Annual Revenue (in Rs.)
1.	2016-17	
2.	2017-18	
3.	2018-19	
	Average of all the above	
	Net worth as on __/03/2019 is Rs. _____	
	Certificate from the Statutory Auditor^{\$}	
	<p>This is to certify that..... (name of the Bidder) has received the payments shown</p> <p>above against the respective years on account of professional fees and we certify the net worth as mentioned in the audited balance sheet of the company</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorized signatory)</p>	

Appendix VIII: Proposed Methodology & Work Plan

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of Scope of Work.

The Bidder will submit his understanding of the Scope of Work specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Bidder may supplement various requirements of the Scope of Work if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the various tasks laid down in the Scope of Work.

2) Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Work. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Services.

NOTE: Marks will be deducted for writing lengthy and out of context responses.

Signature of Authorized Signatory

Name of the Firm

Request for Proposal (RFP) For Selection of Event Management Company for Organizing the
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Appendix IX: Financial Proposal

Financial Proposal

Ref:

Date:

To,

The Officer on Special Duty (MIDFC)

House No. L/A-56, Lower Nongrim Hills,

Shillong East Khasi Hills

Meghalaya-793003, India.

Sub: Financial Bid for 'Selection of Creative & Event Agency for organizing Iconic and Destination Marketing Festival' in Meghalaya.

Dear Sir,

As a part of the Bid for Selection of Creative and *Event Agency for organizing Iconic and Destination Marketing Festival*, in Meghalaya, we hereby make the following Financial Offer (Price Bid) to MIDFC.

S. No	Particulars	Amount in Rs
1	Cost Toward for organizing Iconic and Destination Marketing Festival	
	GST @ 18%	
	Total	
	Amount in words:	

We agree to be bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____