



**Maharashtra Film, Stage and Cultural
Development Corporation Limited
(A Government of Maharashtra
Undertaking)**

Request for Proposal (RFP)

For

**Organizing and Executing Mumbai Film
Expo (Trade Event) 2023 scheduled to be
held at Filmcity, Goregaon, Mumbai,
Maharashtra – 400065**

Contents

1.	Background	6
2.	Location and accessibility	8
3.	Brief of the “Project”	9
4.	Timelines	10
5.	Eligibility Criteria	11
6.	Instructions to Bidders	13
a.	Pre bid queries.....	13
b.	General Instructions.....	13
c.	Technical Presentation.....	15
d.	Earnest Money Deposit	15
e.	Security Deposit.....	16
f.	Purchase and Downloading of Tender Form	16
7.	Preparation & Submission of Bids.....	16
a.	Online Bid Preparation	16
b.	Instruction to bidders for online bid preparation and submission	17
8.	Documents required to be submitted as part of Technical Proposal as part of this RFP	17
9.	Opening of Tenders:	18
a.	Envelope No. 1: (Documents)	18
b.	Envelope No. 2:(Financial Bid).....	18
10.	Team Members for the Project.....	18
11.	Scope of Work	19
11.1	Conceptualization and Planning for ‘Mumbai Film Expo’ 2023.....	19
11.2	Stalls management.....	20
11.3	Exhibition Area Setup	20
11.4	Venue Development	21
11.5	Registration Counters	21
11.6	Drinking Water.....	22
11.7	Food Court	22
11.8	Electrical and Gen. sets.....	22
11.9	Branding.....	23
11.10	Staffing	23
11.11	Logistics	23
11.12	Any other necessary requirements	23
12.	Technical Specifications:	23

12.1	Infrastructure Services.....	23
12.2	Electrical General	24
12.3	Changeover Switches.....	25
12.4	Lighting at Exhibition Area / Cultural Event.....	25
12.5	Separate Power Distribution Board.....	26
12.6	Air-Conditioner	26
13.	Technical Evaluation Criteria	26
14.	Methodology of Evaluation-Quality cum Cost Based Selection	27
15.	Selection.....	28
16.	Financial Proposal	28
17.	Terms and Conditions: Applicable Post Award of Contract	28
17.1	Termination Clause	28
17.2	Termination of Insolvency.....	29
17.3	Termination for Convenience.....	29
17.4	Termination by Department	29
17.5	Termination by the Selected Bidder.....	30
17.6	Consequences of Termination.....	31
18.	Liquidated Damages.....	31
19.	Payment	31
20.	Dispute Resolution Mechanism.....	32
21.	Force Majure	33
22.	Failure to agree with Terms and Conditions of the RFP	33
	Annexure I– Technical Proposal	35
	Annexure II – Checklist for Submission of RFP.....	37
	Annexure III – Bidders Information Sheet.....	38
	Annexure IV –Experience of the bidder as per various conditions mentioned in Section 13.....	39
	Annexure V – Bidder’s Undertaking of Employees on Payroll providing event management services.....	40
	Annexure VI – Financial Competence of Firm.....	41
	Annexure VII–Format for list of team members to be deployed on the project .	42
	Annexure VIII – Financial Proposal Submission Form (BOQ)	43

NOTICE

INVITING Request for Proposal FOR

Organizing and Executing Mumbai Film Expo 2023 (Trade Event) scheduled to be held at Filmcity, Goregaon, Mumbai, Maharashtra – 400065.

Maharashtra Film, Stage and Cultural Development Corporation Limited (MFSCDCL), A Government of Maharashtra undertaking invites Request for Proposal from eligible firms for supporting MFSCDCL in organizing, implementing, and executing Mumbai Film Expo 2023.

This RFP document is being prepared to provide details about scope of work, expectations from the eligible firms, application procedure and can be downloaded from the <https://www.maharashtra.gov.in> <https://mahatenders.gov.in> and www.filmcitymumbai.org/News&Events. Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the issuer, important dates, addresses and the overall eligibility criteria for the parties.

The RFP document cost of Rs.10,000/- is to be submitted online through NEFT/RTGS facility.

Issued by:

**Managing Director
Maharashtra Film, Stage and Cultural Development Corporation Limited
Dadasaheb Phalke Chitranagari, Goregaon, Mumbai – 400065**

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the bidders(s) by the MFSCDCL herein after referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidders (s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under, statute, rules or regulations as to the accuracy, reliability.

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

Maharashtra Film, Stage and Cultural Development Corporation

1. Background

The Indian Film, Media, and Entertainment (F, M&E) sector is valued at more than 17 billion euros in terms of size and Maharashtra contributes more than 50% to the entire sector. Mumbai famously houses Bollywood has been a pioneer of the F, M & E sector in India and has assisted several production houses in facilitating international film shooting projects. Mumbai offers readily available and well-established infrastructure for global filmmakers.

The establishment of The Maharashtra Film, Stage and Cultural Development Corporation Ltd. (**MFSCDCL or the “Department”**) also known as Dadasaheb Phalke Chitranagari or Filmcity Corporation, a Government of Maharashtra Undertaking in 1977 was a milestone achievement for the Indian F, M & E sector.

The objective of the MFSCDCL is to promote and accelerate cultural activities in the field of cinema, dramatics, music, dance, and performing arts, along with giving an impetus to regional cinema. Filmcity is a dedicated place for filming where production houses can shoot their projects without any external disturbances.

The Filmcity, located at Goregaon (East), Mumbai, is spread over a lush green expanse of approximately 521 acres. The Filmcity premises has studios, outdoor locations, and open land. The Filmcity premise also comprises of 16 AC Studios (ranging from 2,000 – 20,000 ft); 70 Outdoor Shooting Locations; 76 Makeup Rooms; Permanent Shooting Locations including Helipad, Lake, Temple, Court and Pre and Postproduction Facilities.

The Filmcity houses Conservation Education Centre (CEC) of The Bombay Natural History Society and Whistling Woods International (world renowned film training school) among others.

The premise has nearly 221 acres of developable land which boasts of some of the most iconic existing infrastructure. The proposal to include film-related infrastructural activities as permissible activities within the premises has also been notified.

Huge sets are constantly being created in the Filmcity for big budget films and mega TV serials. These include many successful commercial films & television serials – Devdas, Ramleela, Sultan, Bajirao Mastani, Bharat, Padmavat, Mahabharata, Ramayana, Kaun Banega Crorepati, The Kapil Sharma Show, Big Boss, etc.

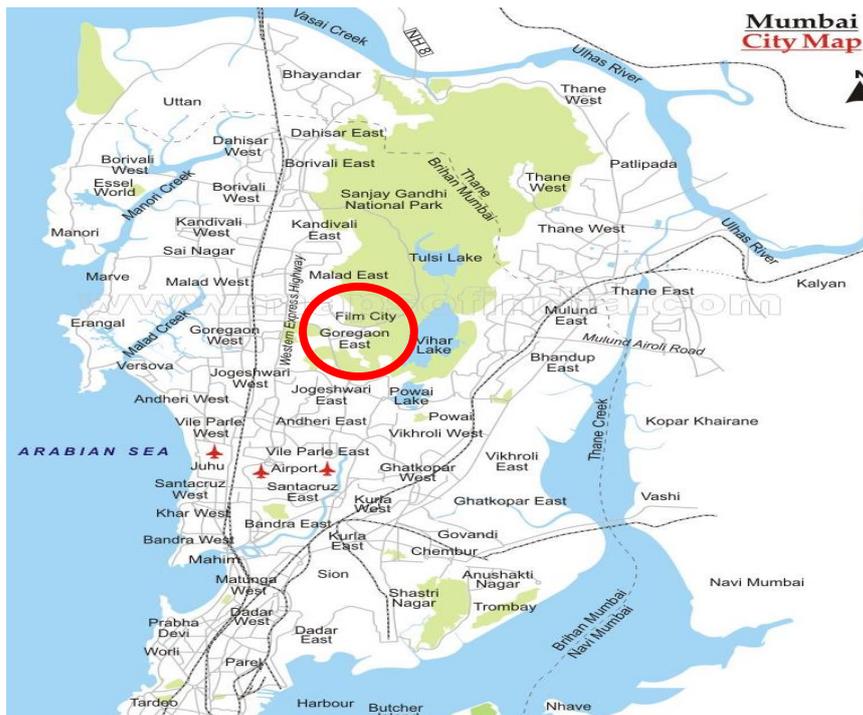
Apart from conducting regular business activities of facilitating shootings within the Filmcity premises, MFSCDCL is also taking several new initiatives for the benefit of Film, Media & Entertainment (F, M&E) sector such as:

- Upgradation of existing ancillary infrastructure associated with studios as well as outdoor locations
- Drafting a comprehensive F, M & E Policy for Maharashtra
- Building new infrastructure at Filmcity premises through Public Private Partnership (PPP) and self-development mode

Filmcity management, at various intervals, takes feedback and suggestions from key stakeholders for the betterment of the industry. As part of this feedback, there has arisen a need for organizing a world class mega trade event for film related participants. India conducts numerous film-based events/award shows/film festivals; however, a pure trade-based event is missing for the moment.

For instance, India currently lacks manufacturing facilities of high-end technical equipment needed for shooting. This trade event shall be first of its kind and shall open doors for new opportunities/collaborations for the existing and potential entrants in the industry to make Maharashtra as a dedicated hub for setting up required infrastructure for F, M & E sector.

2. Location and accessibility



Filmcity is located North of Mumbai at Goregaon (East) near Sanjay Gandhi National Park. It is flanked by Aarey Milk Colony at its south-East, fully forested high peak at the north, and Indira Gandhi Institute of Social Research at its northwest.

The Filmcity's surroundings are well developed, and

the premise is conveniently accessible through various modes of transport such as bus, rail and private vehicles. Nearby areas boast of finest commercial as well as residential real estate. Prominent locations within the vicinity of Filmcity includes Western Express Highway (5.0kms), Oberoi Mall (4.8km); Goregaon Railway Station (5km); Metro Rail station (4.8kms), Chhatrapati Shivaji Maharaj International Airport (9km); Prithvi Theatre (15.6km); Juhu Beach (15.7km); and Indian Institute of Technology, Mumbai (17km).

Despite being in the heart of Mumbai's western suburbs, the Filmcity has readily available large empty grounds to facilitate such large trade events. Access roads to Filmcity are large and can easily handle the expected volume of traffic that shall be observed during the proposed "Mumbai Film Expo 2023". Being a closely managed property, Filmcity premise can also offer ample parking space and security for VVIPs/Exhibitors/Participants and Guests.

Filmcity's vicinity provides numerous options of hotels (ranging from low to high end) for boarding and lodging facility of expected VVIPs/ Guests.

3. Brief of the “Project”

MFSCDCL or Department in its endeavour to promote industrial activity in the State and establish Maharashtra as one of the prime investment destinations for the F, M & E sector, has concrete plans to create awareness among existing and prospective entrepreneurs.

In lieu of the various initiatives undertaken for F, M & E sector, the Department has undertaken a decision of organizing “Mumbai Film Expo” (MFP) in January 2023 (the “**Project**”) to promote F, M&E related trade and investments in the state. The proposed event shall be first of its kind in India. The event is expected to last for 3 days (tentatively in the 3rd / 4th week of January 2023), and it is expected that this expo shall be attended by at least 2,000 people daily inclusive of participants and delegates.

The objective of this RFP is to call for proposals to engage reputed firm/s (the “Bidder”) which have deep understanding of Film & Media sector and have strong connects with key industry stakeholders. In addition to that the selected bidder should have prior experience of organizing trade fairs/event/conferences/exhibition, etc. The selected bidder shall primarily be responsible to make this event a grand success and shall be one point of contact for Mumbai Film Expo.

The Expo shall be of the level of a global trade event and for managing the event of this scale, the role of the selected bidder shall be of paramount importance. The selected bidder shall support MFSCDCL in organizing ‘Mumbai Film Expo’ to be held in January 2023. The selected bidder shall primarily be responsible to coordinate and enable smooth execution of this mega event.

The selected bidder should be able to generate revenue by means of renting out the space for setting up stalls (approx. 200-250 stalls) at the expo, through sponsorship of the event, etc. The revenue generated from the rent; sponsorship shall be deposited in an **escrow account**.

The selected bidder should be able to organize this event on self-funded model. The Department shall not be investing any money in organizing this proposed expo upfront.

The RFP document provides the Scope of Work, Terms and Conditions including evaluation criteria, suggested response formats etc. The selected bidder’s services shall be valid from the issuance of Lol/Work Order to one month post event or end of financial year 2022-23 whichever is earlier. In addition to that, the selected bidder shall enter into a contractual agreement for the delivery of the said project.

4. Timelines

Timelines and important information are mentioned as under:

Sr. No.	Information	Details and Timelines
1.	Sale &RFP Document Purchase Price	10-08-2022 to 22-08-2022 Rs. 5,000/- (Rupees Five Thousand Only) in the form of NEFT/RTGS to be transferred to the account number of Filmcity, Goregaon, Mumbai mentioned in clause 6.5
2.	Time period for site visit before submitting the RFP application ¹	10-08-2022 to 22-08-2022
3.	Date and address of answering pre bid queries	23-08-2022 Conference Hall, Maharashtra Film, Stage and Cultural Development Corporation Limited, Dadasaheb Phalke Chitranagari, Goregaon (E), Mumbai – 400065
4.	Last date for submission of written queries for clarifications	22-08-2022
5.	Uploading of response to clarifications	The pre bid queries clarification will also be hosted on the following website: http://www.filmcitymumbai.org
6.	Last date (deadline) for submission of bids and Address	29-08-2022 by 5:00 PM Bid submission at https://mahatenders.gov.in
7.	Earnest Money Deposit (EMD) ²	Rs. 10,00,000/- (Rupees Ten Lakh Only) to be paid online.
8.	Bid Validity Period	120 days
9.	A. Opening of Technical Bids B. Venue of Technical presentation	02-09-2022 Conference Hall, Maharashtra Film, Stage and Cultural Development Corporation Limited, Dadasaheb Phalke Chitranagari, Goregaon (E), Mumbai – 400065
10.	Place, Time and date of opening	Conference Hall, Maharashtra Film,

¹SITE VISIT: Bidders are encouraged to submit their respective applications after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. The site visit can be facilitated by prior requests made with contact persons mentioned in clause 5.

²The EMD paid by the Bidder will be retained as part of the security deposit to be paid by the Bidder. The balance amount of security deposit stipulated in the tender document will be deducted from the bills to paid to the appointed firm for the services.

	of financial proposals received in response to the RFP notice	Stage and Cultural Development Corporation Limited, Dadasaheb Phalke Chitranagari, Goregaon (E), Mumbai – 400065 05:00 PM 06-09-2022
11.	Issuance of LOI	09-09-2022
12.	Signing of contract agreement	12-09-2022
13.	For any further clarification, contact person	Mr. Vijay Bhalerao, Chief Administrative Officer and Studio Manager, Maharashtra Film, Stage and Cultural Development Corporation Limited, Dadasaheb Phalke Chitranagari, Goregaon, East, Mumbai – 400065. Ph. No.: - 022 –2849 7510 / 2840 1533

Request for Proposal (RFP) can be downloaded from the official website of Government of Maharashtra <https://mahatenders.gov.in> and www.filmcitymumbai.org/News&Events

5. Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The bidder must also possess the technical know-how, industry connects and the financial wherewithal that would be required to successfully provide the services of organizing 'Mumbai Film Expo' in January 2023 and support services sought by the MFSCDCL for the entire period of the contract. The Request for Proposal is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Criteria	Documentary Evidence
1.	Any legal entity (Private Limited Company/Limited Liability Partnership firm/Joint Venture/Consortium (Number of Members in a Consortium shall not exceed 4 (Four)/Special Purpose Vehicle) involved in the business of Film, Media and Entertainment Sector (F, M &E) in India or overseas, having a registered entity in India with minimum 10 years of existence as on project due date.	Certificates of Registration / Incorporation of the company / MOA / AOA
2.	The legal entity should have a minimum average annual turnover of INR 100 crores in the last 3 financial years (FY2019-20, 2020-21& 2021-22) (If legal entity do not have the	Certificate from statutory auditor/ audited financial statements for the three previous financial years / for FY 2021-22, unaudited CA

	requisite turnover during the Covid years i.e. 2019-20& 2020-21 than the legal entity may furnish the turnover of earlier two year.)	certificate can be attached.
3.	Legal entity should have organized one big 'Events' in the last 5 (five) Years. must be in the last 5 (five) financial years (viz. FY2019-20, 2020-21& 2021-22), as on 31st March 2022 of national/ international repute. For the purpose of this section of Tender Document, Event would be deemed to include Seminars, Conferences, Exhibitions, Forums, Conclaves or any combination of the same related to the field of Media and Entertainment Sector, or any other similar field for a government State/Central Government having an average footfall of at least 2,000 visitors on a daily basis. In addition to that, the experience should include setting up and renting out at least 200 shops at one of the event types mentioned above.	Letter of Award/ Agreement / Work Order duly certified by the authorized signatory of the bidding company along with event brochure, circular, final invoice, Certificate from authorised signatory of company who had issued Work Order regarding successful completion of Event, any other promotional material to be enclosed in support of projects.
4.	Legal entity should have at least 50 employees on the organization's payroll as on 31 st March 2022.	Undertaking to be issued by HR Head of respective organization/ Proof of no. of employees from the statutory records like EPF etc.
5.	Legal entity must not be disqualified/ blacklisted/terminated/ debarred by any State/Central Government or their agencies	Self-certification by the authorised signatory. Non-disclosure of the same will lead to the elimination from the short-listing process.

6. Instructions to Bidders

a. Pre bid queries

- I. The prospective bidders may submit any queries through e-mail for clarification by the date mentioned in the clause 4. The clarifications may be solved and posted on the website as per schedule. The queries need to be submitted in the below format:

Selection of firm for organization/ implementation/ execution of Mumbai Film Expo 2023	Bidder's Request for Clarification
Name of the organisation submitting request:	Name & position of person submitting the request: Email address:
Section No: Page No: Point No:	
Query Description:	

1. In case of multiple queries, the contact details need not be repeated, and only last two rows of the above format (table) are to be furnished for the subsequent queries.

b. General Instructions

- I. Department shall have the rights to verify the documents submitted by the selected bidder with any of the clients they have worked with earlier (whose documentary proof has been submitted by the bidder as part of eligibility criteria)
- II. The selection shall be on the Quality cum Cost Basis Selection (QCBS) on the final weighted score.
- III. The selected bidder shall provide a qualified event management team for undertaking the work. The team would work closely with the Department and should be available onsite in Mumbai.
- IV. The selected bidder shall propose team consisting of staff/ experts to take care of all aspects of the assignment.
- V. All contents of the proposal should be clearly numbered, indexed and arranged in a sequence.
- VI. The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- VII. The proposals shall be signed and submitted by the Authorized Signatory of the bidder. In the Technical Proposal there shall be a letter of authorization/written Power of Attorney.

- VIII. Validity of the proposal shall be 120 days from the last date of submission of the proposal.
- IX. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Applicant.
- X. **Intellectual Property Ownership.** The Bidder understands and acknowledges that any writing, invention, design, system, process, development or discovery (collectively, "Intellectual Property") shall be the sole and exclusive property of the Department. Bidder agrees to assign to the Department any and all of his right, title, and interest in and to such Intellectual Property, including, but not limited to, patent, trademark, and other rights. The Bidder further agrees to cooperate fully with the Department to secure, maintain, enforce, or defend the Department's ownership of and rights in such Intellectual Property. The Intellectual Property Rights (IPR) for this proposed expo shall remain with the Department and no dispute in that regards shall be entertained subsequently.
- XI. **JV/Consortiums** are allowed. However, the lead party or consortium member should have the experience in the field of Media and Entertainment sector.
- XII. In case the bidder is applying as a Consortium, a Power of Attorney in the name of lead party shall be required.
- XIII. The Department may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Bidders.
- XIV. At any time prior to the Application Due Date, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website (www.filmcitymumbai.org).
- XV. All such amendments to RFP be posted on the Official Website of the Department will be binding on all Bidders.
- XVI. To view-Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra(GoM): <https://mahatenders.gov.in> or www.filmcitymumbai.org/News&Events
- XVII. The bidders participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders has been provided on <https://mahatenders.gov.in>
- XVIII. All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 1 certificate inside it, for Signing/Verification purpose. The tender should be prepared & submitted online using individual's Digital e-Token.
- XIX. E-Tendering Manual Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.
- XX. If any assistance is required regarding e-Tendering (registration / upload / download) please contact Gom e-Tendering The 24 x 7 Toll Free

Telephonic Help Desk Number 1800-3070-2232. Mobile: +91-7878107985, +91-7878107986,+ 91-7878007972 and +91-7878007973. Email:eproc.support@maharashtra.gov.in

c. Technical Presentation

On the date of opening of technical bids, the bidder is expected to present a detailed technical presentation on:

- **Conceptual Plan for the event:**
 - Present three themes for the Event in consonance with the existing setup along with approach, layout and execution plan of these proposed themes.
 - Overall lay-out of the Event – particularly optimal utilization of space (without compromising with norms of quality & Safety).
 - Concept design in 3D renderings (for whole and various parts)
 - Concept design in 3D for Food Court. Concept design in 3D for VVIP lounge, B2G Meeting Rooms of existing infrastructure.
 - Concept design for Entry Arch and Façade.
 - Fire and emergency exit plan
 - Power backup & environment compliance plan
 - Site Clearance Plan (time and process)
- **Infrastructure Plan/Layout for the event**
 - Technical specifications & pictures of items (viz. chairs / sofas, carpet, floral décor, entry arch, finish of MDF wall, Sound System (mention make) etc. and type of materials to be used (samples /photos) Overall Branding by Flex / Digital Prints (Interior and exterior) or any other material.
 - Beautification of periphery area outside permanent structures including hanger structures as well as walkways (Graveling).
 - Any other innovation, quality improvement and aesthetic up-gradation brought out in the application and presentation.
 - Exigency planning and strategy to ensure quality of all infrastructure/ other requirements expected from the selected bidder are met for the event, given the size and vision of the Department.

d. Earnest Money Deposit

- i. The Earnest Money Deposit amounting to INR 10 Lakhs (Rupees Ten Lakhs only) will be paid by Online Net Banking Mode only at the time of bid submission.
- ii. Earnest Money in the form of cheque or any other form except above **shall not be accepted**.
- iii. Proposals received without the Earnest Money Deposit will be summarily rejected.
- iv. MFSCDCL shall not be liable to pay any interest on the Earnest Money Deposit. The amount shall, however, be returned to unsuccessful bidders after the work order is issued to the successful bidder.

e. Security Deposit

The bidder to whom work will be awarded by MFSCDCL, will have to submit a Security Deposit for an amount of 10% of the work order value (excluding taxes) in the bank account mentioned in the subsequent pages of this RFP within a week of issuance of LOI. Final award letter will be issued only after receipt of same.

Security Deposit would be returned after successful completion of tasks assigned and only after adjusting/ recovering any dues recoverable/ payable from/ by the bidder on any account. The amount shall be adjusted towards the final invoice to be paid to the bidder.

f. Purchase and Downloading of Tender Form

The tender document is uploaded/released on Government of Maharashtra, (GOM) e-tendering website <https://mahatenders.gov.in> and www.filmcitymumbai.org/News&Events

Tender document and supporting documents may be purchased and downloaded from following link of <https://mahatenders.gov.in> and www.filmcitymumbai.org/News&Events through payment gateway facility online. Subsequently, bid has to be submitted online ONLY as per the schedule provided in clause 4.

The Tender form will be available online only. Tender forms will not be sold / issued manually. Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs. 5,000/- (Rs. 5,000+Rs.900GST) (INR Five Thousand Nine Hundred Only) has been received through online net banking mode facility.

The bidders are required to download the tender document within the prescribed date and time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

7. Preparation & Submission of Bids

Both the Bids (Technical as well as Financial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

a. Online Bid Preparation

Technical Bid

The documents mentioned in the bid document should be uploaded in Online Technical Envelope in **RAR format**. These documents need to be digitally signed

by individual contractor's digital signature and uploaded during Online Bid Submission stage.

Financial Bid

Note:

- 1) This Financial template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.
- 2) Bidders are allowed to enter the Bidder Name and Values only
- 3) Financial proposal in given format Annexure IX – (FINANCIAL PROPOSAL) must be prepared and submitted online in pdf format in the space mentioned as Commercial Envelope.

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope, failing which the Financial Envelope shall not be opened and his tender shall stand rejected.

b. Instruction to bidders for online bid preparation and submission

During the activity of Bid Submission, the bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the **.RAR** format.

Detailed list of different modes of online payment to e-tendering service provider (E-Payment Options) has been provided under E-Tendering Manual Kit for Bidder section of <https://mahatenders.gov.in>

The date and time for online submission shall strictly apply in all cases. The bidders should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

8. Documents required to be submitted as part of Technical Proposal as part of this RFP

RFP Application shall be submitted in a **.RAR folder** having the title of the file as: **"Selection of firm for organization/ implementation / execution of Mumbai Film Expo 2023"**

The **.RAR** folder should contain following information:

- I. Covering letter as per Annexure I
- II. Checklist of submissions as per Annexure II

- III. Bidder's Information Sheet as per Annexure III
- IV. Project concept note – Bidder can submit a PowerPoint presentation / word document expressing the plan / suggestions inclusive of revenue generation opportunities from the event. The concept note should also mention details whether the revenue generated is able to cover cost of the event and event is executed through self-sustenance model.
- V. Experience of the bidder as per various conditions mentioned in Annexure IV
- VI. Bidder's Undertaking of Employees on Payroll providing event management services as per Annexure V
- VII. Financial Information certified by Chartered Accountant as per Annexure VI
- VIII. List of team members to be deployed on the project as per Annexure VII
- IX. Financial Proposal Submission Form (BOQ) as per Annexure VIII

9. Opening of Tenders:

On the date, specified in the Timelines, following procedure will be adopted for opening of the Tender.

a. Envelope No. 1: (Documents)

First Technical Bid of the tender will be opened online to verify its contents as per requirements. If various documents contained in this envelope do not meet the requirements of the Department as mentioned in the bid document, a note will be recorded accordingly by the tender opening authority and the said bidder's Price bid will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

b. Envelope No. 2:(Financial Bid)

This envelope shall be opened only after opening of Technical Bid, only if contents of Technical Bid are found to be acceptable to the Department as mentioned in the bid document, the tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of Financial Bid. Final evaluation procedure will be done as mentioned in the bid document.

10. Team Members for the Project

The selected bidder will have to deploy qualified and experienced Personnel at MFSCDCL (on-site) to coordinate internally and with the MFSCDCL & various agencies involved with the Department to carry out the services as given in Scope of Work. Two Event Experts/Coordinators (to be stationed at Department during the overall duration of the project) – To be responsible for overall management and coordination (both internally, within the organization and externally, with various vendors, committees and department) for all event related activities. The selected bidder shall not change these personnel without prior permission of Department. Without written permission of Department any such action shall be deemed as breach of contract.

Department will not normally consider any request of the Selected Bidder for substitution of these Personnel. Substitution, will, however be permitted if the Personnel are not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Department. The Department expects all the Key Personnel to be available during Implementation of the project.

11. Scope of Work

Mumbai Film Expo 2023 is expected to host at least 2,000 delegates and guests per day. It will be a three-day Event cum Exhibition which will include setting up a **pavilion for stalls, conference halls/dedicated space for panel discussions, and organizing cultural functions/events**. The bidders are advised to visit the proposed event venue (**Sai Maidan, Welcome Maidan and Joker Maidan at Filmcity, Goregaon, Mumbai**) and present a plan of event execution in the technical presentation which should cover all the aforementioned aspects.

The selected bidder will have to provide requisite structures, competent manpower and services in consultation with MFSCDCL or any of its designated agency as detailed out further in this section:

11.1 Conceptualization and Planning for 'Mumbai Film Expo' 2023

- I. Bidder needs to present three themes for the Event in consonance with the existing setup.
- II. Master planning of the venue
- III. Conceptualize the event plan based on the venue and requirements of MFSCDCL.
- IV. Maintain a universal theme for all aspects of the Event execution in coordination with vision for the event.
- V. Design the event flow in consultation with MFSCDCL, which would include the inaugural ceremony, various panel sessions, business discussions, exhibition, closing ceremony, lunches, Tea Coffee, State dinner, cultural programs, etc.
- VI. Create the Event Execution Plan for executing the Event indicating the timelines with the respective milestones along with detailed specifications of works to be carried out.
- VII. The bidder will be provided the entire event area for 20 (Twenty) days prior to the event for venue set up and 07 (Seven) days after the event for dismantling and cleaning of the set up.
- VIII. Providing all related infrastructure and services for Press Conferences during the Event.
 - IX. Arrange artists for the cultural programs planned in the event
 - X. Conceptualizing and execution of theme based 1 (one) cultural function in the evening hour of inaugural day of the Event followed by dinner.
 - XI. Scheduling of cultural functions
 - XII. Providing of best available/latest AV equipment for conferences, inaugural, and cultural functions.
 - XIII. Arrange for the necessary licenses for the event if any
 - XIV. Arrange transportation, handling, loading, unloading of all the materials.
 - XV. Arrangement for necessary furniture for cultural evening

- XVI. Arrange the music/visual material and all accessory equipment for use during the programme with additional paraphernalia required (if any).
- XVII. Make its own security arrangement for the materials.
- XVIII. The agency shall be required to inform about all statutory clearances as required for the successful organization of the cultural event
- XIX. Travel and stay of artists, if any
- XX. Providing and maintaining green rooms
- XXI. Preparation of theme-based stage for cultural functions
- XXII. Interiors, ambience & additional furniture works inside temporary structures/ permanent areas
- XXIII. Invitation Card printing – 1,000 Nos with envelope. This is indicative and subject to change.
- XXIV. Car Parking Management

11.2 Stalls management

- I. The selected bidder needs to lease out the rented place (at least 200 stalls) to exhibitors in India and globally/state offices of various government agencies.
- II. The advance / rentals received for the stalls shall be deposited in an escrow account designated by the Department.
- III. The selected bidder must present the tentative list/targeted exhibitors as part of the technical presentation as mentioned in the subsequent pages of this RFP.

11.3 Exhibition Area Setup

- I. Developing the strategy for organizing the exhibition in sync with the theme of the event in association with designated agencies
- IV. Setting up of the temperature controlled temporary structures for the exhibition in German hangers and Spaces/ booths as per the design with the structures for the exhibition
- V. Take up necessary security measures including but not limited to deployment of the security personnel, baggage screening gadgets, personnel screening gadgets, CCTV, round the clock security of the exhibits during the exhibition period etc.
- VI. Provision and managing of necessary toilet blocks (constructed/ temporary/ mobile), first aid counters, security cabins, information booth, registration counters, help desk, announcement centers etc. including provision of water and drainage
- VII. Regular upkeep of the complete area of the exhibition including parking area earmarked for exhibition during the exhibition days including but not limited to making provisions for cleaning through necessary personnel, machines and consumables
- VIII. Arrangements during the visit of dignitaries/ VIPs including but not limited to extending necessary hospitality services
- IX. Provision of necessary services such as fire mitigation, insecticides, disinfecting of the exhibition and parking area
- X. Dismantling of the temporary structures and handling over the site back after having carried out necessary repairs to the damages incurred during the

- event. Provision of necessary personnel and manpower for necessary services during the exhibition
- XI. Take up necessary registration under Labour Contract Act, and other statutory acts as may be necessary
 - XII. Adequate lighting
 - XIII. Adequate infrastructure for stall construction
 - XIV. Powder coated new panels to be used for stalls
 - XV. Wooden platform
 - XVI. Each stall to have 15-amp power socket, 3 spotlights, 1 Table, 3 chairs, Facia, dustbin, New carpeting, display racks and vinyl pasting on foam board (content to be provided by the Department)
 - XVII. Branding / Beautification of exhibition Area.

11.4 Venue Development

- I. Making 3 or 4 entry points to the main exhibition event for ease of traffic movement
- II. Providing outdoor 2 LED screens of 10 ft x 10 ft at most opportune places at the venue with heavy duty platforms of appropriate size with anchoring.
- III. Carpeting of entire event site, wherever required, to the satisfaction of MFSCDCL. Carpet should be new and neat and clean. Size of carpet needs to be ascertained by the bidder by visiting the venue before submission of Proposal.
- IV. Floral decoration and arrangements and installations of decorative plants at entire event venue to the satisfaction of MFSCDCL
- V. Provision of red carpet at all entry points of VVIPs/Dignitaries
- VI. Providing entire A/V related infrastructure at the entire event venue
- VII. Providing Housekeeping and other O&M services during the event.
- VIII. Providing, installation, upkeep and management of at least 10 portable toilets
- IX. Ensure proper disposal of dustbins at regular intervals as well as regular cleaning of portable toilets at regular intervals
- X. Bidder will have to ascertain the power available at the venue and need to arrange for any additional power requirement. It will be sole responsibility of the Bidder to ensure that there should not be any hindrance during the Event due to power shortage, power failure, etc. MFSCDCL recommends 100% power backup.
- XI. Management of entire parking area designated by MFSCDCL which should include but not limited to handling of vehicle parking, allocation of parking spaces for various categories of delegates, Fire mitigation, insecticides, disinfection of the parking area
- XII. Two refreshment counters need to be provided in parking areas.
- XIII. Providing high speed internet connectivity at the venue through wifi.
- XIV. It will be responsibility of bidder to get all the required NoCs for the Event

11.5 Registration Counters

Two tier registration counters, Chairs plug points and general lighting, Printing of Badges for delegates with multi color logo of Mumbai Film Expo with bar code scanning facility, Providing of manpower along with computer and printers

for registration for Entire Event Duration, Software development and data analysis for registration, Flower Decoration, Manpower-Ushers/Promoters/Hostess, Delegate / speaker kits (events branded bags, pen drive, note pad etc).

11.6 Drinking Water

Drinking water (Mineral Water) facilities must be created in the entire venue - Registration Counters, Exhibition Area, Inaugural Hall, Sectoral Session venues, camp offices, lounges, parking lots.

11.7 Food Court

- I. Bidder has to create separate food courts for delegates, Media, VIPs and VVIPs.
- II. All essentials have to be ensured by the bidder including furniture for buffet, kitchen, etc.
- III. Buffet counters (tent, tables with High Quality Linen)
- IV. Round tables with banquet chairs with high quality linen
- V. Carpeting of the entire Food Court Area
- VI. Cocktail tables
- VII. Flower Decoration
- VIII. Lunch arrangements for approximately 2,000 pax on each day and dinner for 1,000 pax on cultural dinner. (One Nodal officer to be informed for all arrangements from MFSCDCL)
- IX. Lunches/ Dinner/ Hi-Tea/Running tea coffee with cookies and drinking water for VVIPs/ VIPs, Speakers/Delegates at all VVIP lounges, VIP lounges, Media lounges, B2G meeting rooms, Green rooms, etc. as per requirement. (Dinner for cultural evening will be held either at venue or as decided by Department.
- X. Separate arrangement for:
 - i. VVIPs/VIPs
 - ii. Speakers/Delegates
 - iii. Staff/ Service Providers
 - iv. Drivers/ Security Personnel etc. (Packed lunches for this category)

11.8 Electrical and Gen. sets

Lighting Poles with 8 Nos. Halogen Lights for Entire Venue, Metal lights for all over the venue, LED of 100W, PA SOUND System for Entire Venue and Parking, Gen. set 62 KVA, Gen. set 125 KVA, Proper Electrical cabling in the entire venue. (The requirement mentioned is only indicative and Event Partner needs to plan for power as per facilities finalized at the event).

(DG sets to be used for installation purpose must be with Acoustic enclosure i.e., Silent generators. v. DG sets to be used for installation purpose should be provided along with load arrangement. DG set to be used for installation purpose should be provided with separate body and neutral earth pits. In case of Power failure, immediate manual change over to the DG sets power will be the responsibility of successful bidder. Provision of Fire stands with bucket full of sand and fire extinguisher of adequate category is to be provided near the DG sets.)

11.9 Branding

- I. Bidder has to do the Branding of the entire venue including hanger facade.
- II. Placement of billboards, hoardings, road maps and flags in and around the venue
- III. Coordinate with local government agencies to ensure adequate visibility
- IV. The agency is required to prepare and install adequate numbers of standees of appropriate sizes
- V. Prepare and install directional signage (Flex on frame mounted) from Airport and all the important places of the city as well as directional signage inside the venue indicating halls, exhibition area, food court, etc. Entry exits signs at all the gates. Signs for no smoking. Event map inside the venue at most opportune locations as per requirements. Agency is also required to prepare and install temporary hoardings at various opportune locations in and around event venue at least 15 days before the event.

11.10 Staffing

- I. Employ well trained and adequate manpower who are capable of efficiently handling the responsibilities assigned to them.
- II. Report the progress of activities to MFSCDCL& Knowledge Partner every week on a designated day and later on (Thirty days before the event) report daily progress.
- III. Event Management Agency should nominate 2 people from their team who would work as the single contact point for MFSCDCL and Partner Agencies for all coordination purposes from the date of award of contract.

11.11 Logistics

- I. Separate parking space and arrangements for public, participants/ exhibitors' delegates and VIPs.
- II. Entry/ Exit gates and arrangements – public/ participants/ exhibitors/ delegates/ VIPs.
- III. Passes for exhibitors/delegates/ participants/ media/ government officials/VIPs for smooth running of the programme.

11.12 Any other necessary requirements

In case of exigency or any urgent requirement, the Bidder will have to do necessary arrangements with the prior approval of the Department.

12. Technical Specifications:

12.1 Infrastructure Services

- I. The quality of design, workmanship and service shall be consistent with an International Event.
- II. All the materials shall be conforming to IS codes.
- III. Wall panelling system, roof covers and other materials shall be made of fire retarding and resisting nature.

- IV. All structures shall be firmly grounded and stable against wind force, live load and dead loads wherever they are made in an open space.
- V. The structure shall be engineered structures erected under competent engineering supervision.
- VI. Structures shall be designed and executed considering adverse weather conditions.
- VII. Joinery and supports should be properly engineered, firm and with good finish.
- VIII. If there is any special structure design, Event Management Agency should provide all details like plan, elevation and structural drawing and if required design calculations.
- IX. Colour shall be finished well before to avoid the odour/ smell and eye-burn.
- X. Where the word states waterproof, it shall be fully waterproof with surrounding walls and ceiling
- XI. Wall panels if used shall be clean, should be properly fixed without swing or sway. The Event Management Agency shall not wilfully or otherwise damage, defile, alter, change or deface in any manner whatsoever, the structure, its foundation, etc. nor shall support, suspend, hang, or in any improper way fix any weight articles, etc.
- XII. Carpet should be new, clean and joint shall be covered with tape of matching colour.
- XIII. False ceiling should be in level and joints shall be clean. It shall be painted with appropriate colour.
- XIV. Signage height and letter size should be visible and placed in prominent and strategic locations.
- XV. Event Management Agency shall have to clear the entire site after the completion of the event.
- XVI. Water flow and pressure should be uniform during the event wherever the provisions are to be made.
- XVII. Emergency exit and fire precaution shall be taken care of.
- XVIII. Flowers and plants shall be fresh, well-groomed.
- XIX. All the furniture should be firm, comfortable.
- XX. Circulation within the pavilion should be easy, should not create blockage.
- XXI. There must be smooth entry and exit to the structure. The movement within the pavilion shall be barrier free and friendly to physically challenged people.
- XXII. Event Management Agency shall not permit any member of its staff to cook, wash himself, his clothes or utensils anywhere inside the event area.
- XXIII. Stall owner, volunteers, staff members shall bear proper identity cards issued by the Event Management Agency and shall produce the same whenever demanded by the security deputed in the venue any time during construction, event duration and demolition period.
- XXIV. All empty cartons and crates must be labelled and removed from the exhibition area/ event grounds.
- XXV. No overnight parking of trucks or tempos is permitted at the event area / property during move-ins, show hours and move-outs.

12.2 Electrical General

- I. Backup Power by DG sets and Electricity will be provided by MFSCDCL. DG sets (Backup power) for temporary installation needs to be organized by the Event Management Agency.
- II. All the electrical works in the pavilion/ exhibition would be executed by a qualified licensed Electrical vendor/sub-vendor and necessary safeguards such as cut outs, distribution boards and other electrical safety measures should be provided at appropriate/required locations.
- III. There shall be direct access to the switch rooms of Pavilion / exhibition from outside to isolate power supply quickly in case of any emergent situation.
- IV. All electrical materials to be used like wires, cables, switchgears, fuse switch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark & should comply to IE (Indian Electricity Rules) standard.
- V. The Event Management Agency /vendor/sub-vendor must have valid Electrical License.
- VI. The electrical work should be done in presence of electrical supervisor of the Electrical License Holder Event Management Agency/vendor/sub-vendor.
- VII. No electrical control/switch room shall be used to store/dump exhibits/packing material and enough space should be available for movement.
- VIII. Wherever it is unavoidable to lay electric cable under carpet, it shall be covered by wooden ramps. Wiring under carpets shall not have joints.
- IX. Sound level is not allowed to exceed the limit as prescribed in the guidelines of Maharashtra Environment Protection and Pollution Control Board and shall be as per the size of the hall/auditorium.

12.3 Changeover Switches

- I. Changeover switches should be properly rated.
- II. Changeover switches should be in good condition without rusting & without sparking on contacts.

12.4 Lighting at Exhibition Area / Cultural Event

- I. Pavilion / Exhibition area should have proper illumination. Within the pavilion / exhibition area, minimum Lux level should be 300 or as per the industry standards required for halls/rooms of the available sizes.
- II. Outdoor lighting fixtures should be water proof and is better to use with I.P.55/I.P. 66 enclosures.
- III. Facade Lighting should be done with 100 Watt to 200 Watt Led light fixtures.
- IV. At area like entrance where more illumination is required, LED lights fixtures with proper illumination are preferable.
- V. At Area like Auditorium, Media Hall, Lounges etc where the lights will be required as per the seating arrangement, will be provided by Led lights of proper illumination.
- VI. All indoor lighting fixtures should be properly fixed in line, level and with proper support.
- VII. Each plug points should have properly connected earth-wire.

12.5 Separate Power Distribution Board

- I. Each power distribution board (TPN switch) should be mounted on wooden block board and should be raised from ground. This entire structure should be properly fixed to ground.
- II. There should not be any connection outside Distribution board. Every neutral wire should be properly connected to neutral strip.
- III. All fuse used must be properly rated. Rewiring of damaged fuses is not allowed
- IV. All Power DB should be properly earthed.
- V. Power supply for Main distribution board shall be taken separately from the main supply panel of the site by choosing the adequate size of cable.

12.6 Air-Conditioner

- I. HVAC system/ Chilling plant / Air Conditioner units of sufficient tonnage to air condition the whole area of hanger/event/exhibition.
- II. Optimal temperature should be maintained

NOTE – Bidder needs to visit the venue before submitting the bid to have a better understanding of the requirements for such events. It shall be up to the Event Management Agency to, anticipate and work out the various costing under the given Scope of Work. The descriptive items enlisted in the scope of work are only indicative, and it shall be the duty of the selected bidder to visualize and anticipate the extra requirements if any, of the event like refreshments, incidental costs on decoration, theme execution, etc. The Agency shall quote the corresponding cost accordingly.

While above requirement has been worked out taking into consideration the Expos organized so far, the requirements are not fully finalized, and hence MFSCDCL has the right to increase & decrease the No. of items as per actual requirement. Selected bidder should be in a position to cater to any change in requirement and proposal should be worked out accordingly. The bidder will have to provide for catering and hiring of vehicles in the application as per clarifications mentioned above.

13. Technical Evaluation Criteria

The total maximum points for evaluation of Technical Proposal are 100 marks. Bidder needs to score at least 70 marks to be considered for qualification for financial proposal of this RFP. This score shall be based on an assessment of the Technical Proposal of the bidder. The Technical Proposal submitted by the bidder would be accessed through rating of various parameters set out in the table below:

Sr.No.	Evaluation Criteria	Max Points	Supporting Documents
1.	Experience of organizing events: Number of domestic events of repute organized by the Firm in the last 5	30	Letter of Award/Agreement/ Work Order duly certified by the

	<p>financial years as on 30th June 2022. For the purpose of this section of Document, Event (Eligible Assignment) would be deemed to include: Seminars/ Conferences/ Exhibitions, Forums/Conclaves or any combination of the same related to fields of Entertainment Sector/Financing/Investments or any other similar field for a State Government/ Central Government or any Government of Foreign Country or their agencies.</p> <ul style="list-style-type: none"> • Four maximum projects with fee of Rs 1 crore (3 marks per project) (Maximum 12 marks) • Two maximum projects with fee of Rs 3 crore (3 marks per project) (Maximum 6 marks) • One project with fee of Rs 5 crore (8marks per project) (Maximum 8 marks) • One project for Government of Foreign country or their agencies (Maximum 4 marks) <p>All fee mentioned above should be exclusive of taxes.</p>		authorized signatory of the bidder company
2.	Technical presentation showcasing relevant experience in Film, Media and Entertainment Sector	40	Detailed Presentation mentioning about projects handled in F, M & E sector.
3.	Information about strong connect with key industry stakeholders as part of the technical presentation	30	Detailed Presentation mentioning about potential targets/exhibitors that shall be approached for participation at the event.
	Total	100	

14. Methodology of Evaluation-Quality cum Cost Based Selection

- I. The combined final score shall be considered for award of the assignment. The assignment shall be awarded to the Bidder scoring the highest final weighted score.
- II. The weightage for the technical proposal and financial proposal in the combined final score will be 70% and 30% respectively.

- III. The marking scheme for technical proposal will be as per details given in this RFP. Technical score (St) shall be out of 100.
- IV. The Financial Proposal shall be evaluated using the following methodology:
 - a) The highest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula: $Sf = 100 \times Fm/F$;
 - b) In which Sf is the financial score, Fm is the highest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.
- V. Proposals will finally be ranked in accordance with their combined of technical (St) and financial (Sf) scores:
 $S = St \times Tw + Sf \times Fw$;
Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 70% and 30% respectively.

15. Selection

The bidder scoring the highest Total Score shall be declared as the "Selected Agency".

16. Financial Proposal

The bidder shall submit the financial proposal in the format at Annexure-VIII (the "Financial Proposal") clearly indicating the cost in both figures and words, in Indian Rupees including the professional fees for conducting the event and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

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

1. 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.
2. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, excluding GST, 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.

17. Terms and Conditions: Applicable Post Award of Contract

17.1 Termination Clause

Department shall give written notice on email id of key officer of bidder provided to it for rectification of breach and in failure thereof for termination of contract. The notice shall be for a period of 15 days, when issued upon 45 days prior to the date

of event. Notice thereafter shall be of 3 days when issued upto 10 days prior to date of event. Notice thereafter shall be of 3 hours. If no steps are taken after receipt of notice, Department shall be at liberty to get the balance work done through another agency at risk and cost of bidder.

- i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Bidder commits breach of any condition of the Contract.
- v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

17.2 Termination of Insolvency

Department may at any time terminate the Contract if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

17.3 Termination for Convenience

- i. Department, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. In such case, bidder will be entitled for revenue generated in the escrow account, proportionate to the work done by bidder upto date of termination.
- iii. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other party hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

17.4 Termination by Department

- a. Department shall give written notice on email id of key officer of bidder provided to it for rectification of breach and in failure thereof for termination of contract. The notice shall be for a period of 15 days, when issued upon 45 days prior to the date of event. Notice thereafter shall be of 3 days when

issued up to 10 days prior to date of event. Notice thereafter shall be of 3 hours. If no steps are taken after receipt of notice, Department shall be at liberty to get the balance work done through another agency at risk and cost of bidder.

- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in the notice
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false.
- b. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading.
 - c. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services
 - d. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, bidder will be entitled for revenue generated in the escrow account, proportionate to the work done by bidder up to date of termination.
 - e. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the Department will give in writing specific observations and instructions.

17.5 Termination by the Selected Bidder

The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Selected Bidder may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach.
- ii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iii. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

- iv. Upon termination of this Agreement bidder will be entitled for revenue generated in the escrow account, proportionate to the work done by bidder upto date of termination.

17.6 Consequences of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

18. Liquidated Damages

- i. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Applicant.
- ii. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- iii. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder from escrow account. Liquidated damages will be calculated on per week basis.
- iv. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Agency shall in no event exceed the total value of the fee received under this Contract.

19. Payment

- i. The Event is being organised on self-funded model. The Department shall not be investing any amount and shall not be liable to make any payment to the bidder, in any situation whatsoever. The selected bidder will be responsible to arrange revenue by renting stalls, sponsorships etc. The revenue received through aforesaid sources shall be kept in escrow account to be operated by representative of bidder and Department. Signature of both representatives shall be necessary for withdrawal of any fund from escrow account. The

bidder shall be permitted to withdraw money from escrow account to the extent of its share, for meeting actual expenses. The bidder shall quote the percentage of total revenue it is willing to offer the Department, as and by way of financial bid.

- ii. In no event, bidder will be permitted to withdraw the Department's share in total revenue from escrow account. If the expenses exceed the bidder's share of revenue, bidder shall be liable and bound to incur said expenses from its pocket. Bidder will be entitled to its share of future revenue, after meeting aforesaid expenses.
- iii. There will be no financial liability on Department, on account of organising present event, which is being organised on self-funded model. The Department shall not be investing any money in organizing this proposed expo.
- iv. Department shall not be liable to make any payment beyond the bidder's share of revenue in escrow account as and by way of consideration towards work done by bidder pursuant to this agreement.
- v. Bidder shall be liable to pay third parties, if any liability of any nature arises on account of performance of obligations under this agreement. Bidder will keep Department fully harmless and indemnified of any such liability.
- vi. Department shall not charge any rent of locations used for the purpose of this agreement. Locations provided shall be Department's consideration in lieu of obligations incurred by bidder pursuant to this agreement.

20. Dispute Resolution Mechanism

The Applicant and the Department shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Applicant. The matter shall then be resolved between them, and the agreed course of action documented with in a further period of 15days.
- iii. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. A mutually agreed arbitrator shall be appointed at Mumbai and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

21. Force Majeure

- i. Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as: Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Applicant or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- iv. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the RFP. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- v. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

22. Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the applicant shall be forfeited by the Department.

If the successful Applicant entirely or partially fails to perform as per the terms of Agreement, the Applicant shall pay 15 % (fifteen percent) of the cost of the event

as submitted by the applicant in its financial proposal (except GST) as penalty for non-performance.

Annexure I– Technical Proposal

(On Bidder's letter head)

Dated:

The Managing Director
Maharashtra Film, Stage and Cultural Development Corporation Limited
Dadasaheb Phalke Chitranagari, Goregaon, Mumbai – 400065

Sub: Organizing Mumbai Film Expo 2023, Mumbai.

Dear Sir/ Madam,

With reference to your RFP document dated....., we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional. All information provided in the Proposal and in the Appendices is true and correct.

We acknowledge the right of the Department to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever. We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a bank or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.

We do not have any conflict of interest in accordance the RFP document; 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 tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State; and

We 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. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

We declare that we are not a member of any other firm submitting a Proposal for the Assignment. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We 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. We 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 Department of the same immediately.

We 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 Department in connection with the selection of the Bidder, or in connection with the Application Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that shall be provided to us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Annexure II – Checklist for Submission of RFP

S.No.	Enclosures to the RFP	Status (Submitted/Not Submitted)	Comments
1	Covering Letter		
2	Bidder's Information Sheet		
3	Bidder's Experience Information		
4	Project Concept Note		
5	Financial Information certified by Chartered Accountant		
6	Audited annual accounts for the last three financial years		
7			
8			

Annexure III – Bidders Information Sheet

Information	
Legal entity's name	
Name of owner / promoter / partners	
Legal entity's country of constitution	
Legal entity's year of constitution	
Legal entity's address in country of constitution	
Legal entity's authorized representative in employer's country (if any) (name, address, telephone numbers, fax numbers, e-mail address)	

Annexure IV –Experience of the bidder as per various conditions mentioned in Section 13

Number of events of international repute organized by the Firm in the last 5 financial year as on 31st March 2022. Event would be deemed to include Seminars, conferences, exhibitions, forums, conclaves or any combination of the same relate to fields of Entertainment Sector, financing, investments or any other similar field for a State Government /Central Government or any Government of foreign country or their agencies

Event Name:		Country:
Project Location: Within Country		Type of Event: No. of Exhibitors: No. of Business Delegates: No. of Participants: No. of stalls handled: Cost (Rs.____crore):
Nature of Client		
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR)
Description of the Project:		
Description & Samples (if any) of Actual Services Provided:		

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR
(Signature of the Authorized Signatory)

Note-:

Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual conditions of Section 14.

Annexure V – Bidder’s Undertaking of Employees on Payroll providing event management services

We undertake that there are number of employees in the payroll of the (name of the bidder) directly engaged in providing event management services as on 31st March 2022. The incorrect information may lead to disqualification and blacklisting.

Name & signature of the HR Head of the bidder

Name & signature of the authorized signatory

Annexure VI – Financial Competence of Firm

	Financial Data for Previous 3 Years		
	Year 1:	Year 2:	Year 3:
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Revenue / Topline			
6. Profit Before Taxes			
7. Profit After Taxes			
8. Net Worth (1-3)			
9. Working Capital (2-4)			

Please attach the documents listed below under the title ‘Financial Competence of Firm’

- Attached are copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidding Firm, and not sister or parent companies.
 - Historic financial statements must be audited by a statutory auditor.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annexure VII–Format for list of team members to be deployed on the project

Sr. No.	Name of the Employee	Proposed position	Profession (if any)	Date of Birth	Education	Brief Experience

Annexure VIII – Financial Proposal Submission Form (BOQ)

(Date and Reference)

To,
Managing Director
Maharashtra Film, Stage and Cultural Development Corporation Limited
Dadasaheb Phalke Chitranagari, Goregaon, Mumbai - 400065

Submission of proposal against your RFP dated.....

Our financial proposal as below:

Sr. No.	Element	Qty/Capacity	Unit	Expected Revenue from respective item	% Share of Bidder	% Share of Department

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any proposal you receive. We remain, Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Company Seal)

Note:

- Per unit cost exclusive of tax to be mentioned.
- Grand Total will be accepted as financial proposal.
- The Financial Proposal is to be submitted strictly as per the form given in the RFP
- Cost break up for the Lunch/Dinner should be given separately

- The Bidder has to provide all facilities as per scope mentioned in this RFP or as desired by Managing Director of MFSCDCL.
- The Bidder has to provide breakup. However, if the breakup mentioned above does not include any item which has been mentioned in scope of this RFP, same needs to be provided
- The Grand Total Revenue and Sharing Ratio would be used for calculation for selection of the Event Partner
- Any other requirement related to event to be provided by Event Partner as required by competent authority