



Request for Proposal for Selection of Event-Booth Management Agency for Film Bazaar 2022

Proposals are invited from the reputed and experienced Agencies/ Companies / Firms for working with the Maharashtra Film, Stage and Cultural Development Corporation Limited (MFSCDCL) to conceptualize, design, fabricate, manage, and dismantle the Maharashtra Booth at Film Bazaar 2022.

The 'RFP Document' may be downloaded from
<https://mahatenders.gov.in>, www.filmcitymumbai.org

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1. Notice Inviting Tender

Dated: 01.11.2022

Conceptualization, designing, fabrication, management and dismantling of the 'Maharashtra Booth' during Film Bazaar 2022 at Marriott Resort Goa from 20-24 November 2022

a. Introduction

The Maharashtra Film, Stage and Cultural Development Corporation Ltd. (MFSCDCL or the "Authority") also known as Dadasaheb Phalke Chitranagari or Filmcity Corporation, is a Government of Maharashtra Undertaking established in 1977 under the provision of the Companies Act, 1956. 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.

MFSCDCL seeks to engage a Booth Management Agency for the Film Bazaar 2022 festival. The terms and conditions and the requirements are detailed in further pages to this RFP.

b. Invitation to Bidders

The invitation is for selection of an Agency / Company / Firm to provide 'Event-Booth Services' to MFSCDCL in relation to organisation of 'Maharashtra Booth' at Film Bazaar 2022. Consortium is not allowed.

MFSCDCL requires the services of a professional agency, for creative conceptualization and construction of 'Maharashtra Booth' at the Film Bazaar 2022 at Marriott Resort, Goa during 20-24 November 2022.

The primary objective is to organize a booth at the venue of Film Bazaar 2022. It is to ensure that Maharashtra as the most preferred filming destination is highlighted in a creative, captivating, and interactive manner. By this the aim is to ensure that the participants get a memorable experience and important takeaways after visiting the Booth.

The participating agencies must have previous experience of conceptualizing, designing and construction of booths at national and international conferences and exhibitions. The agency should have at least experienced art directors with demonstrated experience of working in media and entertainment industry handling such projects. The participating agencies must also have a track record of annual turnover from event organizing operations of INR 50 lakhs or more, during the last three financial years (i.e., 2019-20,

2020-21 and 2021-22).

The RFP Document can be downloaded from <https://mahatenders.gov.in>, (Applicants are requested to look for the RFP after clicking “Tenders by Organisation” on <https://mahatenders.gov.in> and the RFP can be found under “Tourism and Cultural Affairs Dept. Maharashtra”) or www.filmcitymumbai.org ‘under Tender Section’.

Last date for submission of tender is **1700 hrs. on 08.11.2022**. MFSCDCL may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of MFSCDCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. In the event of any corrigendum, the same will be published on the MFSCDCL’s website.

**Managing Director
Maharashtra Film, Stage and
Cultural Development
Corporation Limited
Mumbai, India**

2. Timelines and contact details

Key Event and Dates		
S.No.	Particular	Details
1.	Date for Issue of Tender Document	01 November 2022
2.	Pre-Bid Clarification received by email	03 November 2022 by 17:00 Hours
3.	Pre-Bid Clarification response by email	04 November 2022 by 17:00 Hours
4.	Last Date and Time for Submission of Technical and Financial Proposals	08 November 2022, 17:00 Hours
5.	Opening of Technical Proposals:	09 November 2022, 11:00 Hours
6.	Presentation in front of evaluation committee	10 November 2022, 11:00 Hours
7.	Opening of Financial proposals	11 November 2022, 11:00 Hours
8.	Declaration of Successful Bidder	11 November 2022, 17:00 Hours
9.	Award of Work Order	11 November, 2022

* MFSCDCL reserves the right to change the applicable dates as deemed necessary and appropriate.

Contact and Address Details (For Proposal Related Queries)	
<p>Public Relations Officer, Maharashtra Film Stage and Cultural Development Corporation Limited, Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai – 400065</p> <p>Tel.: +91-22-2849 7504</p> <p>E-Mail: promfscdc@gmail.com</p>	
Website	https://filmcitymumbai.org

3. Brief Description of the Project

- Maharashtra Film Stage and Cultural Development Corporation Limited (MFSCDCL) regularly participates in major international and national events for promotion of media and entertainment sector of Maharashtra. MFSCDCL would be setting up ‘Maharashtra Booth’ at the forthcoming Film Bazaar, Goa from 20-24 November 2022. Film Bazaar, Goa is a platform exclusively created to encourage collaboration between the International and South Asian Film Fraternity.
- For this purpose, MFSCDCL requires the services of a professional agency for conceptualization, designing and construction of the Maharashtra Booth and providing other related ancillary services during the event (as detailed under the Scope of Work).
- The Maharashtra booth at this prestigious event should present Maharashtra as the ultimate filming destination in front of global audience. The booth should be visually interactive; have an inviting look and be open with minimum barriers. The essence of ‘Maharashtra Booth’ should be content intensive and technology enabled in a state-of-the-art atmosphere.

4. Instructions to Bidders

c. Conflict of Interest

- The selected Agency / Company / Firm should provide professional, objective, and impartial service and hold MFSCDCL's interest paramount.
- The selected Agency / Company / Firm shall not deploy MFSCDCL's former employees who have served MFSCDCL in the last one year.
- The selected Agency/ Company/ Firm shall not downstream or outsource any substantial part of the scope of work.

d. Validity of Proposal

Following will be considered for the validity of the proposals deemed submitted:

- Proposals shall remain valid for a period of 30 days from the date of opening of Proposal.
- MFSCDCL reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances MFSCDCL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

e. Right to Accept or Reject any Proposal

MFSCDCL reserves the right to annul the RFP process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

f. Fraud and Corruption

It is required that the Bidders submitting Proposal and agency selected through this RFP must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

- "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of MFSCDCL or its personnel in Work Order executions.
- "Fraudulent Practice" means a misrepresentation of facts, to influence a selection process or the execution of a Work Order and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal Prices at artificially high or non-competitive levels and to deprive MFSCDCL of the

benefits of free and open competition.

- “Unfair Trade Practice” means supply of services different from what is ordered on or change in the Scope of Work.
- "Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

MFSCDCL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, or unfair trade practices.

MFSCDCL forewarns the respondents of this RFP that their proposals will be liable for disqualification should any attempt be made either directly or indirectly to canvass any officer(s) or employees of MFSCDCL.

MFSCDCL will declare an Agency / Company/ Firm ineligible, either indefinitely or for a stated period, for awarding the Work Order, if it at any time determines that Firm / Agency has engaged in corrupt, fraudulent, and unfair trade practice in competing for, or in executing the Work Order.

g. Clarifications and Amendments:

- During the process of evaluation of Proposals, MFSCDCL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- MFSCDCL may for any reason, modify the RFP. The amendment(s) would be clearly spelt out and the Bidders may be asked to amend their proposal due to such amendments.

h. Earnest Money Deposit (EMD)

- The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to INR 15,000 (Indian National Rupees Fifteen Thousand Only) to be paid by Online Net Banking Mode only at the time of bid submission.
- Earnest Money in the form of cheque or any other form except above shall not be accepted.
- This amount will be refunded to the unsuccessful tenderers latest on or before the 30th day after the award of the work contract.
- EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

i. Preparation of Proposal

Both the Bids (Technical as well as Commercial) shall have to be prepared and

subsequently submitted online only. Bids not submitted online will not be entertained.

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.

[Duly filled Form-9B, Form-9C and Form-9D, along with the EMD and other relevant and required details and documents, shall be submitted as part of the Technical Proposal].

Technical bid should contain:

- a) Details of the Tenderers/ Bidder
 - a. Profile of the Agency / Company
 - b. Details of Technical Manpower and Staff available in-house. The agency should have experienced art directors with demonstrated experience of working in media and entertainment industry handling such projects
 - c. Track Record –Details of involvement in similar events, with copies of relevant work orders/ completion orders in support of the details furnished. Experience of setting up Booths /Booths at Domestic and International Conferences / Exhibitions/Events during the last three years may be highlighted.
 - d. All bidders should submit a self-undertaking that they have never been blacklisted by any Government of Maharashtra Ministry/ Department/ Authority/ Organisation/ Agency.
 - e. Statements, indicating turnover of the company during the last three financial years (i.e., 2021-22, 2020-21 and 2019-20), duly certified by Chartered Accountant.
 - f. Copy of Income Tax Returns submitted for the last three financial years and Permanent Account Number (PAN), Service Tax Registration Number and Certificate of Incorporation issued by Registrar of companies.
- b) The Concept/ Design of the Maharashtra Booth with detailed layout, decoration plan, etc. in 2D/3D format in .pdf format
- c) The EMD must be submitted with the Technical Bid in and not with the Financial Bid.

Commercial Bid

Note:

- 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.
- Bidders are allowed to enter the Bidder Name and Values only
- Financial proposal in given format Form 9E and 9F - (Financial Bid Format) must be prepared and submitted online in. pdf format in the space mentioned as Commercial Envelope.

A Financial Bid shall require to be duly dated and clearly indicating the cost against each of the following components.

- Construction, maintenance and dismantling of the Booth
- Decoration and Display within the Booth
- Booth equipment (Renting Cost)
- Creative conceptualization
- Printing of collaterals
- Transportation of material if any to the site and back
- Expenditure on any other activities/ components including those not listed in the scope of work (these may be specified)
- Travel costs (if any)
- Manpower cost
- Any other costs which the bidder is presenting as part of its concept
- Total cost of the event (exclusive of taxes)
- Taxes as applicable
- Total cost of the event (inclusive of taxes)

Bidder must provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

The financial bids will be evaluated based on total cost exclusive of taxes.

The financial bid should be in Indian Rupees (INR) only.

The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the MFSCDCL.

The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily. 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.

Instruction to bidders for online and bid preparation and submission

During the activity of Bid Submission, the tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading it in the .RAR format (the .RAR file should be named as “**Maharashtra Booth Film Bazaar Goa 2022 - Technical Bid**”).

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 of envelopes shall strictly apply in all cases. The tenderers 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, “The Authority” shall not be responsible for that and any grievance regarding that shall not be entertained.

j. Pre-bid Clarification by Email

A prospective Bidder, requiring a clarification on the RFP shall notify MFSCDCL via email, addressed to promfscdc@gmail.com by 17:00 Hours November 03, 2022. MFSCDCL will respond to all such queries by 17:00 Hours, November 04, 2022.

k. Eligibility Criteria

Scrutiny of the Proposals for eligibility will be done to determine whether the Bidders/ of Bidders meet the eligibility criteria as defined under:

Sl. No.	Criteria	Documentary Evidence
1.	The Agency/Company/ Firm should be a registered entity with minimum 3 years of existence on the day of the submission of bid. Consortium is not allowed.	<ul style="list-style-type: none">• Certificate of Incorporation/ Registration• Permanent Account Number (PAN)

2.	The Firm / Agency should have a minimum average turnover of INR 50 Lakhs or more during the last three financial years (i.e., 2021-22, 2020-21 and 2019-20).	Audited Balance Sheets and Profit & Loss Statements for the last three financial years countersigned by Chartered Accountant
3.	In last 3 years, Agency/ Company/ Firm must have completed minimum 3 projects of domestic/ international level 'Event-Booth Management' or minimum 3 projects of similar nature either with government or private sector, encompassing tasks such as conceptualizing, designing, constructing, and managing of booths / Booths/ pavilions at prestigious international conferences/events/ exhibitions held at domestic/overseas locations in relation to 'Film & Media Related Events' with a minimum work order value of at least INR 10 lakhs. The agency should have experienced art directors with demonstrated experience of working in media and entertainment industry handling such projects	Work Order / Client Completion Certificate
6.	The Agency/ Company/ Firm/ must be capable of conceptualizing and creating content, keeping in view the multi-country, multi-lingual participants.	Self-Certification

Scrutiny of the Proposals for eligibility will also be done to determine whether

- Relevant documents as specified above have been attached.
- EMD is as per requirement.
- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open ended.

NOTE: Proposals not conforming to the above requirements shall be rejected.

I. Evaluation of Proposals

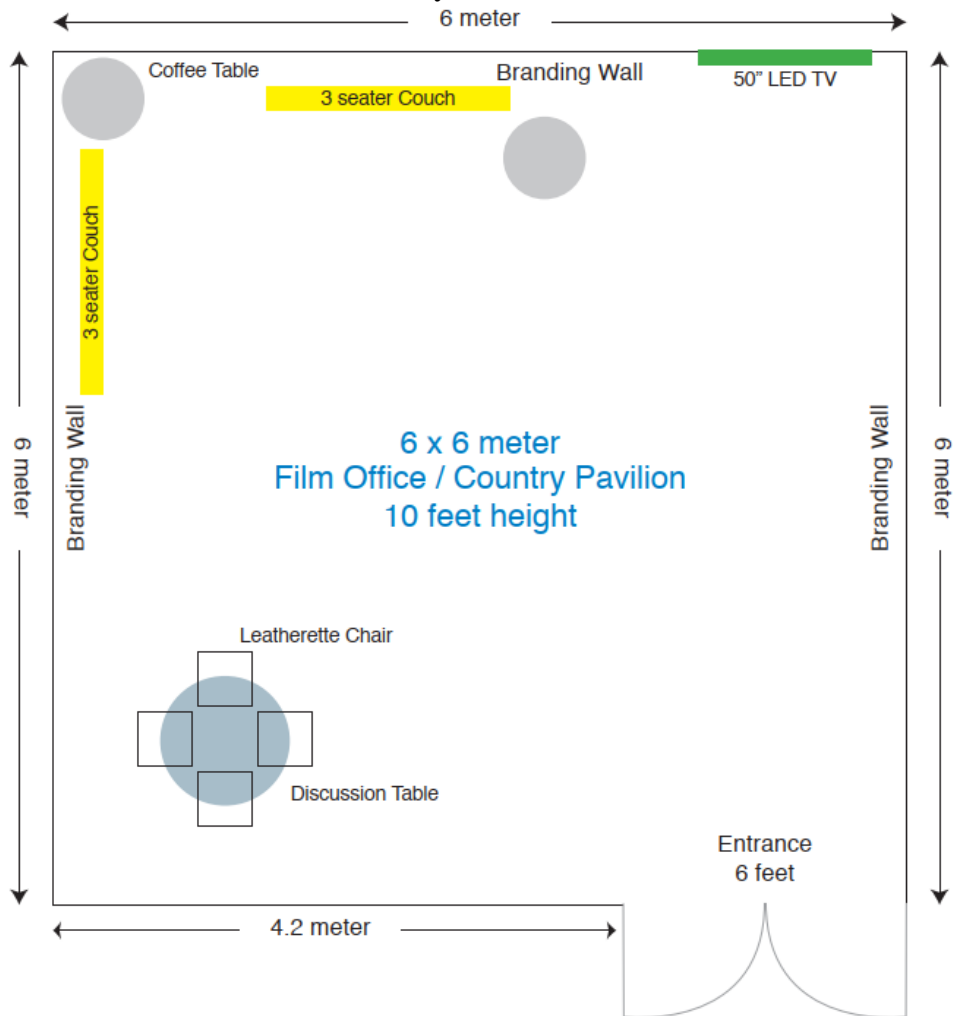
Subject to the terms mentioned in this RFP, process as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

- Technical bids will be opened at **1100 hrs on 10th November 2022** to ascertain fulfilment of eligibility criteria and submission of required documents.
- Thereafter, a Constituted Committee will evaluate the Technical Bids of the agencies which are found eligible after initial scrutiny of the bids, based on presentations to be made by the eligible tenderers/agencies before the said Committee at MFSCDCL. The date, time and venue of the presentations will be conveyed to the eligible agencies who could submit their bids in time.

The technical bids will be judged following the criteria as detailed below:

Sr.No.	Component	Marks
i.	Experience of setting up Booths / Booths at National and International conferences / Exhibitions / Events during last 3years	05 marks
ii.	Experience of working with Government of Maharashtra during last1 year with minimum 1 project of value of Rs. 10 lakh and above	10 marks
iv.	Experience of constructing and managing booth in a Media and Entertainment related Events in last 3 Years	10 Marks
v.	Concept and Design of Booth	35 Marks
vi.	Presence of at least 2 art directors in the team	05 Marks
vii.	Innovative ideas and other attractions in the Booth	05 marks
Total		70 Marks

- Whereas Technical Evaluation will carry a weightage of 70 marks, financial bids will carry weightage of 30 marks.
- The agencies scoring 70 per cent marks (49 marks) or above in Technical Evaluation shall be eligible for opening of their financial bids.
- The agency which scores the highest aggregate marks on the basis of technical and financial evaluation (after adding the scores from the technical and financial evaluation) will be awarded the contract for construction of the Maharashtra Booth at the event.
- The Financial Bid is to be submitted, based on space of 6x6 mtr in length and 10 ft in height for the Maharashtra Booth at Film Bazaar 2002. The layout of the Booth is mentioned below for easy reference of bidders:



m. Terms of Payment:

Payment will be made to the successful bidder as per the following schedule:

- I. **Payment of 30%** of the total contractual amount will be made by electronic transfer on issue of work order by MFSCDCL.
- II. **Payment of Balance 70%** of the value of the contract will be made by electronic transfer by MFSCDCL, after completion of the event and ascertainment by MFSCDCL that work was carried out satisfactorily and in accordance with the terms and conditions of the Work Order issued to the Agency.

5. Project Scope and Specification

a) Scope of Work and Deliverables:

Conceptualization, designing and construction of Maharashtra Booth and providing other related ancillary services, [as detailed in the Specifications and Requirements in para b) of this tender document], at the Film Bazaar 2022 event in Goa during 20-24 November 2022.

THE SCOPE OF WORK WILL INCLUDE:

Sr.No.	Work
1.	Creative conceptualization of booth design for attractive, interactive, and safe booth arrangement
2.	Creative conceptualization of optimum walls and floor utilization
3.	Advance demo and approval of design by the MFSCDCL
4.	Creative and timely development and on-site construction, fabrication, and of booth
5.	Creative and timely arrangement and pre-testing of booth-desk and display walls
6.	Arrangement/Hiring of booth electric supplies and paraphernalia including but not limited to power extensions, lights, LEDs, and PCs
7.	Designing of Booth Sign that will include printing of 'Name of the MFSCDCL on 1-meter (w) by 30 cms (h) signs
8.	Commissioning of requisite trained manpower who will be manning and managing the booth for all five days and who will also ensure on-site coordination
9.	Daily maintenance and cleaning of the booth during the event. The India Booth must have a fresh look and must not appear jaded or worn-out due to normal wear and tear or damage to the material used / re-used
10.	Dismantling of the booth after the conference

11.	Ensuring storage and to and from transportation of re-usable booth-material
12.	All the other ancillary works relating to Maharashtra booth – like printing of collaterals, and literature
13.	In addition, the agency will require furnishing all other related and miscellaneous work, and any other scope of work being added by MFSCDCL for successfully meeting the ‘Booth Requirements’ as per all the specifications and terms and conditions stipulated in this RFP

4.2 Specifications and Requirements:

Booth Details and Requirements:

The Maharashtra Booth at Film Bazaar 2022 will have a total area of 36 sq. mtr. (6 mtr. x 6 mtr.) with height of 10 feet as per layout mentioned in evaluation of proposals.

- The Booth should reflect an open and inviting look, with minimum barriers.
- The booth should be highly interactive and use appropriate cutting-edge technology.
- The Booth should have a professional lay out conducive for interactive display.
- There should be easy accessibility to and within the Booth.
- Booth should be visible from distance.
- All images displayed should be back lit using Translites.
- In addition, Booth should have:
 - Prominent, visible, and double signage
 - Visible and prominently located Reception area with information counter
 - Covered storage place
 - Internet connectivity and individual electrical connections
 - Greenery/Plants to be placed within the Booth

Project Manpower:

- The agency must assign dedicated Project Manager for the project and arrange adequate staff for booth management at the venue, for all five days of the Film Bazaar 2022.
- The agency must also ensure that dedicated Project Manager coordinates with MFSCDCL and other relevant entities for availing the required support.
- The agency should have experienced art directors with demonstrated experience of working in media and entertainment industry handling such projects.

Timelines:

- The selected Agency shall begin ‘Event Booth Management’ work from the day of Work Order signing till the completion of project.
- The selected Agency shall furnish all work as stated in the Scope of Work, in a timely manner.

Project Approach:

- The agency should be able to understand the required product, and work on developing innovative ways of presenting the information and engaging the audience, particularly through the use of interactive technology.
- While proceeding with the booth facilities and services, agency must follow ‘3E Parameters’ of *Entertainment, Engagement and Education*:
 - For maintaining the element of ‘entertainment’ it is required that the booth is equipped with visually fascinating displays, and on-site photographs.
 - For maintaining the element of ‘engagement’ it is required that booth is managed well, kept uncluttered, and has seamless streaming of visual and interactive content.
 - For maintaining the element of ‘education’ it is required that interesting, accurate and educative facts, statistics, maps, and timelines are displayed, and folders containing informative flyers and booklets including the content-loaded flash drives are distributed.

Broad Imagery of ‘Maharashtra Booth’:*

*** Agencies are required to submit proposals around broad imagery but are expected and recommended to submit wider and finer range of innovative and creative ideas, even beyond as indicatively described below:**

- Modern technology including large touch screen/video screens/walls should be incorporated in the Booth.
- The video wall / screen would have static displays for photo opportunities, interactive content, as well as loops of educational films.
- Vision is so to maintain the interactive character of the Booth. Requirement is of having an interactive content enriched booth. For example, there could be an interactive tech-enabled display unit/system/dashboard/globe could be created showing relevant Media and Entertainment Statistics. e.g. Statistics such as – *Number of movies produced in Maharashtra; Overall size of Marathi industry; Direct/Indirect employment generated by the Maharashtrian film sector to name a few.*

- Vision is also of ensuring interactive engagement. For example, there could be a Photo corner within booth with facility of instant pictures in front of fine screen that can be changed to any backdrop of Maharashtra location. The pictures can be uploaded to a server and the visitors can be given a code to download them.

6. Terms and Conditions

Note: While submitting the Proposals, Bidders should read these terms and conditions carefully and comply strictly, along with other terms and conditions stated in the other sections of this RFP:

Project Specific Terms and Conditions

i. **Compliance of Law and Norms:**

- The responsibility for required insurances and other formalities and adhering to local laws and rules/regulations/requirements of the organizers of the event would be the responsibility of the agency.
- The selected service provider will have to ensure that the design, construction, decor, lighting, maintenance, dismantling and over all dealing of the 'Maharashtra Booth is following the regulations issued by the fair/exhibition organizers.

ii. **Booth Quality, Standards and Safety:**

- Agency shall follow standards applicable to the booths in international events and exhibitions.
- Agency shall only use good quality material for construction, display, decor, lighting, flooring, and furnishing and all other requirements of the booth.
- Agency shall take all necessary steps to ensure that booth is developed, maintained, lighted, managed and dismantled in safe manner.

iii. **Booth Material:**

- **Insurance:** Insurance, including transit insurance will be arranged by the service provider.
- **Ownership Rights:** Any Displays / Translites produced for the 'Maharashtra Booth' at the Film Bazaar 2022 will be the property of MFSCDCL, on completion of the contractual period.

iv. **Booth and Usage of Logos:**

- The Agency will be required to strictly maintain the ‘Non-Commercial Nature’ of the Booth and shall not highlight logos of any of the MFSCDCL operations leading to breach of the Film Bazaar 2022 requirement of the ‘Non-Commercial Nature’ of the Booth.
- The Agency will be also required to not use the MFSCDCL logos in any way, even in flyers, brochures, handouts, and booklets, which may deceive anyone.
- Also, agency shall not abuse the use of the Government Emblems and Logos of any other entity in any way which may be deceiving.

General Terms and Conditions

i. **Disqualification/Rejection of Proposal**

- Incomplete and conditional bids will be rejected outright.
- Agency shall not assign or sublet the Work Order or any substantial part thereof to any other agency, nor can the agency have arrangement with other company solely for bidding purpose.
- Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
- Any errors and/or over-writings may lead to disqualification. There should not be errors and/or over-writings, and corrections, if any, should be made clearly and initialed with dates.

ii. **Rates in Financial Proposal:**

- Rate shall be written both in words and figures.
- The rates should mention elements of the service charges or any other charges separately.
- Rates quoted will be valid up to 30 days from the issue of Work Order.

iii. **Immediate Obligations of Successful Bidder(s):**

- Successful Bidder will have to execute an agreement within a period of 2 days

of receipt of confirmation order. Though for all purposes, the work order accepted by the bidder and issued by MFSCDCL will be considered as the formal contract.

- Before awarding of the contract, successful bidder will have to deposit security amount equal to 10% of the tendered amount as Security Deposit (SD)/ Performance Bank Guarantee (PBG).

iv. Performance Bank Guarantee (PBG):

- PBG Payment Mode: Agency will require paying security deposit in the form of Account Payee Demand Draft / Bank Guarantee from a commercial bank in an acceptable form. The Demand Draft / Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service providers.
- Refund of PBG: The SD/PBG shall be refunded within two months after the satisfactory completion of the work and all contractual obligations on part of the agency.
- Interest on PBG: No interest shall be paid by MFSCDCL on PBG.
- Forfeiture of PBG: PBG in full or part (0.5% per week of the Work Order upto 10 weeks and maximum 0.75% thereafter for another 10 weeks) may be forfeited in the following cases:
 - a. When any terms and conditions of the Work Order are breached.
 - b. When the Bidder fails to provide services desired satisfactorily.

v. **Timeline Adherence:**

- Given the nature of project, in conformity with the schedule of Film Bazaar 2022, for all aspects and purposes of 'Maharashtra Booth' strict adherence of the timelines is required.
- Booth concept demo; preparation and installation; ancillary transportation and approvals, and every other requirement must be finished well within time.
- In highly exceptional scenario if the Agency requires an extension of time in completion of the specific initial stages work on account of occurrence of any hindrance, it shall apply in writing to MFSCDCL immediately within 2 days from the occurrence of the hindrance. The case will be examined and permission in writing will be necessary for the Bidder. In such cases for specific project aspect, period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Bidder.

vi. **Damages and Recoveries:**

- **Liquidated Damages:** In the event of any loss/damage to MFSCDCL due to delay and/or deficiency in supply/completion of services, the Bidder shall be liable to compensate MFSCDCL by paying a sum of money commensurate to the actual damages suffered by MFSCDCL.
- In the event of service provider's failure to complete the work within the specified time, and as per the requirements of standards of quality constructions, as mentioned in the tender document, MFSCDCL will recover from the service provider, as Liquidated Damages, a sum of 10 % of the contract price for every day's delay.

For any other case Liquidated Damages will be charged, as per rules stated in the General Financial and Accounts Rules (GF&AR).

vii. **Termination of the Work Order:**

- In cases of delays and deficiency of services and in case of violations of terms and conditions of this RFP, the MFSCDCL reserves the right to terminate the Contract in a shorter period than the one specified in this Tender Document
- If the services are not up to satisfaction, Work Order can be terminated at any

time by the MD of MFSCDCL. Agency will be given hearing opportunity in such cases. In such cases, given the nature of the project and its strictly short timeline, notice period will be of maximum 2 days.

- MFSCDCL also reserves the right to terminate the contract of any agency in case of change in the Government procedures.

viii. Risks and Agency Obligations:

- If the service provider, after submission of tender and the acceptance of the same, fails to abide by the Terms and Conditions of the tender document or fails to complete the work within the specified time or at anytime repudiates the contract, MFSCDCL will have the right to consider one or several of the following resorts:
 - a) Forfeit the EMD;
 - b) Invoke Security Deposit / Performance Bank Guarantee;
 - c) Debar it from participation in further tenders;
 - d) Can initiate action to recover the liquidated damage and/or
 - e) Consider black listing of the Agency.
- In case the MFSCDCL gets the incomplete job completed through alternative sources and if price of completing the work is higher, the service provider shall pay to the MFSCDCL, the balance amount incurred by MFSCDCL for getting the work completed.

ix. Force Majeure:

- Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country.
- If there is a delay in performance or other failures by the service provider to perform its obligation under its contract due to event of a Force Majeure, the service provider shall not be held responsible for such delays/failures.
- If a Force Majeure situation arises, the service provider shall promptly notify MFSCDCL in writing of such conditions and the cause thereof providing sufficient and satisfactory evidence immediately on occurrence of such event.
- Unless otherwise directed by MFSCDCL in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

x. **Dispute Resolution and Jurisdiction:**

• **Mutual Consultation:**

In event of any dispute or difference, arises out of the Work Order about the interpretation, meaning and breach of the terms of the Work Order, between the MFSCDCL and the Agency, as first resort, the matter shall be resolved amicably by the parties by mutual consultation.

• **Arbitration:**

- If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration.
- The provision of Indian Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration.
- The Venue of such arbitration shall be at Mumbai.
- The arbitrator shall make a reasoned award (the “Award”), which shall be final and binding on the MFSCDCL and the Agency.
- The cost of the arbitration shall be shared equally by both the parties to the agreement i.e. the MFSCDCL and the Agency. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the MFSCDCL and the Agency shall continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

7. Opening of Proposal

- Technical Proposals shall be opened as per the 'Key Events and Date Sheet' at MFSCDCL's Office in the presence of Bidders or their authorized representatives who choose to attend the opening of Bids.
- The date of opening of Financial Bid will be also as per the 'Key Events and Date Sheet'. If there will be any change in the date, then same will be intimated to the technically qualified Bidders.
- The Evaluation Committee shall determine whether the Financial Bids are complete, unconditional, and free from any computational error.
- The cost indicated in the Financial Bid shall be treated as final and reflecting the total cost of services excluding service tax.

8. Award of Work

- Work shall be awarded to the Bidder with the highest cumulative score calculated as per the method provided in 'Score Grid' in terms of the terms and conditions and decision of MFSCDCL shall be final and binding.
- MFSCDCL reserves the right to accept or reject any or all the proposals, without assigning any reasons or assigning any reason it deems appropriate.
- MFSCDCL also reserves the right to call for additional information from the Bidders.
- Notification on Award of Work for Bidder shall be made in writing to the successful Bidder.
- For all purposes, the work order accepted by the bidder and issued by MFSCDCL will be considered as the formal contract.
- The period of Work Order shall be till the Completion of Event, extendible up to the maximum total of 3 months from the date of allotment, keeping in view the post event material-transportation and handling over to MFSCDCL, of all equipment, screens, pictures, CDs, flashdrives, audios, videos, feedback forms, and all other relevant and re-usable material related to the 'Maharashtra Booth'.

9. Proposal Formats

MFSCDCL invites the Proposals from the Agencies/Companies/Firms for the ‘Event Booth Management’. Bidders are required to submit Proposals in the formats as given under.

Details are to be furnished strictly as per the RFP terms including ‘Instructions to the Bidders/ (ITB); General Terms and Conditions, Scope of Work and Deliverables (SOW) and the Specifications and Requirements thereof.

Financial proposal must be uploaded on the space in financial cover as per the space provided in the online bidding procedure.

<u>Form-9A</u>	Covering Letter
<u>Form-9B</u>	Bidder’s Organization Details
<u>Form-9C</u>	Technical Qualification and Capability Details
<u>Form-9D</u>	Details of Similar Assignments
<u>Form-9E</u>	Covering Letter – (for Financial Proposal)
<u>Form-9F</u>	Financial Bid Format
<u>Form-9G</u>	Details of proposed team members

9.1 FORM 9A: Covering Letter

[Bidders are required to submit the covering letter as given hereinunder, on their letterhead]

To,

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

Subject: Proposal for Selection of Agency for ‘Event-Booth Management’

Dear Sir,

1. We, the undersigned, having carefully examined the **RFP**, propose to provide the required services, in full conformity with the said RFP.
2. We have read all the provisions of the said RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Financial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 30 days from the date fixed for submission of Proposals as stipulated in the said RFP and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

9. We confirm that online payment of Rs. 15,000/- shall be paid along with the technical proposal towards EMD.

Yours faithfully,

Date

Signature

Designation

9.2 FORM 9B: Bidder's Organizational Details

Organization and Financial Information (on the official letter head)

Details of the Organization	
Name	
Date of Incorporation / Establishment	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of Expertise with respect to this Project	
Contact Details (name, address, phone no. and email)	

Financial Information (All Figures in Lakhs)			
	FY 2021-22	FY 2020-21	FY 2019-20
Revenue in INR			
Any other information			

9.3 FORM 9C: Technical Qualification and Capability Details:

S. No.	Item
1.	Relevant experience in the ‘Event Booth Management’ <ul style="list-style-type: none">• For Government/ PSUs/ Private Sector• For Domestic/International Events• At Domestic/International Venues• For ICT Related Events
2.	Minimum four innovative ideas to display/depict/demonstrate Maharashtra’s Film, Media, and Entertainment Landscape in an interactive manner to the Stakeholders
3.	Booth Management Strategy: Approach and Methodology including but not limited to the following: <ul style="list-style-type: none">• Proposed booth concept and design.• Proposed plan of booth equipment and lighting.• Proposed approach of booth related content; creative illustrations and interactive displays, and• Proposed strategy of booth management

9.4 FORM 9D: Details of Similar Assignments*

Assignment Name:											
Country of Assignment:											
Location within Country:											
Name of Client:											
Address and Contact Details of Client:											
Duration of Assignment:											
<table border="1"> <tr> <td>Start Date</td> <td>_____</td> </tr> <tr> <td>Completion date</td> <td>_____</td> </tr> </table>	Start Date	_____	Completion date	_____							
Start Date	_____										
Completion date	_____										
Approximate Cost of Services (In INR):											
Staff Assigned:											
<table border="1"> <tr> <td>Senior Professional Staff</td> <td>_____</td> </tr> <tr> <td>Liasioning Staff</td> <td>_____</td> </tr> <tr> <td>Creative Staff</td> <td>_____</td> </tr> <tr> <td>Booth/Pavilion Management Staff</td> <td>_____</td> </tr> <tr> <td></td> <td>_____</td> </tr> </table>	Senior Professional Staff	_____	Liasioning Staff	_____	Creative Staff	_____	Booth/Pavilion Management Staff	_____		_____	
Senior Professional Staff	_____										
Liasioning Staff	_____										
Creative Staff	_____										
Booth/Pavilion Management Staff	_____										

Name of Associated Resources Utilized (if any):											
<p>Narrative Description of the Assignment:</p> <p>[Highlighting similarity and significance in correspondence of ‘Scope of Work’ defined in the MFSCDCL’s Request for Proposal for ‘Event-Booth Management Agency’]</p>											

* Please provide above information and other relevant information deemed essential, for each Assignment 1, 2, 3. n, separately and clearly

9.5 FORM 9E: Covering Letter for Financial Proposal

[Bidders are required to submit the covering letter as given here on their letterhead]

To,

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

Subject: Financial Proposal for Selection of the Agency for ‘Event-Booth Management’

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for ‘Event-Booth Management’ as per the Request for Proposal. We agree to abide by the offer for 30 days from the date of opening of the Financial Proposal and after signing of Work Order our offer shall remain binding upon us till completion of the project.

We understand that MFSCDCL is not bound to accept the offer and it reserves the right to reject any or all offers for the reason it deems appropriate.

Yours Faithfully,

Date

Signature

Designation

9.6 Form 9F: Financial Bid Format

Item	Cost	
	Amount in Words	Amount in Figures (In INR)
Costs of Financial Proposal (including all applicable taxes)		
Service Tax (if and to the extent applicable)*		
Total cost of Financial Proposal (Including Applicable Service Tax)		

* Service tax would be payable at the applicable rates as may be in force.

For Financial Evaluation, the total fee for the service period will be considered. This Fee will cover costs/expenses of the ‘Event-Booth Management Agency’ for undertaking work as detailed in the Scope of Work.

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. This break-up of individual costs will not be considered for financial evaluation.

While submitting the break-up of costs, separate costs need to be indicated for the following activities/deliverables:

- (a) Booth Conceptualization and Design,
- (b) Booth Fabrication/ Construction,
- (c) Booth Collaterals’ Conceptualization, Creation and Printing,
- (d) Booth Equipment Arrangement and Management,
- (e) Booth Flooring, Maintenance and Decoration,
- (f) Booth Dismantling,
- (g) Booth related to and from site Transportation and Travel,
- (h) Booth related Insurance and Taxes
- (i) Other Related Incidental and Miscellaneous Deliverables
- (j) Manpower cost

9.7 Form 9G: Details of proposed team members

Sr. No.	Designation	Experience (in number of years)	Brief Profile	Key Projects Handled