

REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF A CREATIVE DESIGN AND MEDIA PARTNER

FOR PROVIDING SERVICES TO

MANIPUR TOURISM

ON MONTHLY RETAINERSHIP FEE BASIS

The Directorate of Tourism
Government of Manipur
North AOC, Near Imphal Hotel
Imphal - 795001

DISCLAIMER:

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the MANIPUR TOURISM or any of their employees or advisors, is provided to Bidder (S) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MANIPUR TOURISM to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the MANIPUR TOURISM in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MANIPUR TOURISM, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MANIPUR TOURISM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. MANIPUR TOURISM, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid State. MANIPUR TOURISM also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

MANIPUR TOURISM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that MANIPUR TOURISM is bound to select a Bidder or to appoint the Selected Bidder or Media, Branding and Communication Partner as the case may

be, for the Assignment and MANIPUR TOURISM reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MANIPUR TOURISM or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

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DEFINITIONS

- I. “Applicant/Creative Design and Media (CDM) agency” means a reputed national/international Company/Firm having the requisite experience that has downloaded the RFP document from the website of MANIPUR TOURISM and applied for the same. It is also referred to as CDM Partner.
- II. “Bid Submission Date” means the prescribed last date for submission of the Proposal (including the Technical Proposal and Financial Bid).
- III. “Client” means MANIPUR TOURISM
- IV. “MANIPUR TOURISM” means Directorate of Tourism, Government of Manipur (herein after referred to as MANIPUR TOURISM).
- V. “Project” means the assignment for providing consultancy support to MANIPUR TOURISM for providing promotional designs as described in the Scope of Work.
- VI. “RFP” means Request for Proposal.

SECTION 1

Tender Notice for selection of Creative, Design and Media Partner for Manipur Tourism.

I. Invitation of RFP:

- 1.1. The Department of Tourism, Government of Manipur is making consistent efforts towards establishing Manipur Tourism as a brand on tourism map of the world. The department has come a long way since the establishment of the Directorate of Tourism, Manipur in 1972. It has been right at the forefront in promoting the state as a potential tourist destination since its inception.
- 1.2. The objective of this RFP is to select a Creative, Design and Media(CDM) partner for Manipur Tourism.
- 1.3. Sealed Proposals are hereby invited from reputed and experienced agencies to serve as CDM Partner for Manipur Tourism as per the terms and conditions provided in this RFP.

II. Schedule for Submission of the RFP:

EVENT DATE

- **Availability of RFP document at Websites:** www.manipur tourism.gov.in–D (D= 28th September, 2018)
- Pre bid Conference: in the Conference Hall of MANIPUR TOURISM@ 3 PM – D + 7 days
- Last date for issue of addendum to RFP document – D + 10 days
- Last date and time for submission of completed proposal document (“Bid Submission Date”) on or before 5.00 PM- D + 12 days
- Date and Time of opening of technical bids. 5.30 PM- D + 18 days
- Presentation on technical bids and opening of Financial bids will be instructed to Bidders in due course.

III. Information relating to submission of Tender:

IV. All communications related to this RFP including the Submission of the Proposal shall be addressed to:

The Director, (Tourism)
Directorate of Tourism, Government of Manipur
North AOC, Near Imphal Hotel
Imphal- 795001
E-mail: manipurtsm@gmail.com

1. Venue for prebid meeting, opening and evaluation of Bids:

Directorate of Tourism, Government of Manipur
North AOC, Near Imphal Hotel
Imphal- 795001

2. Earnest Money Deposit by DD: Rs. 1, 00, 000/- (Rupees One Lakh only)

3. Contact Details:

Director, (Tourism)
Government of Manipur
Phone: 9774939859
e-mail: manipurtsm@gmail.com

4. Tender documents on website: www.manipur tourism.gov.in

5. Method of Selection: Quality and Cost Based Selection QCBS

SECTION 2

Scope of Work

- i. The Creative, Design and Media Partner will be engaged for the following areas of work in relation to Manipur Tourism's promotional campaigns.
- ii. Formulating and implementing a Creative Strategy for the international and national audience.
- iii. Designing of creative for print, digital and electronic media and facilitating the designing of panels, display boards, signage, tableau, mobile exhibition units, etc.
- iv. Designing of various communication papers for the participating delegates such as invitation cards, Guide, Road Maps to venue, etc.
- v. Conceptualizing, designing and preparation of promotional literature/material in print and electronic form under the supervision of Manipur Tourism. The Print creatives would, at times, be required to be provided at very short notice (Within few Hours).
- vi. Creation of advertisements for print media and facilitating preparation of advertisement for electronic and interactive media.
- vii. Design targeted branding exercises in various events not confined to the state and India.
- viii. Design, develop, launch and help maintain a user-friendly website for the Manipur Tourism (including server services) for providing comprehensive information and support services. This website should also contain facilities for online applications (home-stays, ticketing); web casting of events, etc. The CDM partner should provide all digital services necessary for events.
- ix. Publicity materials will have to be designed in English and in Manipuri and other select international language if needed in order to reach the Global audience.
- x. Designing and preparation of brochures, promotional materials, booklets, seminar kits, etc.
- xi. Design, develop and prepare films for promoting Manipur as a favoured tourist destination. This film should showcase the strengths and opportunities in Manipur. In addition, sector specific short videos may also be asked to be produced on short notice.
- xii. Designing of newsletters for Manipur Tourism.
- xiii. Any other creative work that may be assigned by MANIPUR TOURISM from time to time.
- xiv. Media space buying is not within the scope of this RFP but the CDM partner must coordinate this activity and must assist the MANIPUR TOURISM in obtaining the best possible rates.

SECTION 3

Qualification Criteria

A. General.

- a. **Experience:** The CDM Partner should have been in the business of providing Creative designing services like advertisement designs preparations, creative preparations, brochures, booklets and related activities in India for at least 5 years as on September 01, 2018.
- i. Proof of incorporation of the firm/company (Articles of Association) should be submitted duly attested by the authorized signatory.
 - ii. Authority letter in the name of the officer responsible and authorized for the joint bidding process.
 - iii. Work order copies of similar assignments carried out in the last five years. Assignments in tourism related work will be given weightage.
- b. **Consortium /tie-ups not allowed**
- c. The CDM Partner should have annual revenue of Rs. One Crore in each of the last three financial years mentioned 2015-16, 2016-17 and 2017-18. Copy of audited balance sheet (including Profit and Loss Statement) for last 3 financial years clearly indicating the revenue from relevant applicable activities and attested by the authorized signatory should be attached.
- d. The CDM Partner should have been registered in India. It should have at least 10 employees including Creative Designers, Copy Writers, Visualizers, Professional Script writers, etc.
- e. Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.
- (i) Permanent Account Number (PAN).
 - (ii) GST Registration Number.
 - (iii) Income Tax Returns filed for the financial years - 2016-17 and 2017-18.
- f. The CDM Partner should not have been black listed by any of the Govt. of Manipur, Govt. of India or State government/PSUs. An affidavit to this effect should be provided by the agency on appropriate stamp paper.
- g. The agency should be a profit making agency in each of the last three financial years.
- h. Individuals who have done piecemeal/freelance/job work are not eligible for this tender.**

The firm should submit the sample of latest creative work carried out in the last three years.

B) Project Period:

The project is for a tentative period of 12 months. The above period is subject to change depending on the actual signing of documents pertaining to the assignment. Govt. of Manipur and MANIPUR TOURISM reserves the right to change or modify the above period.

C) Terms of Payment:

- a. The Creative Design and Media agency is required to quote their fees for the total duration of project and the payment flow would be as follows:
 - Monthly retainership fees payment – 100% on completion of each month
- b. During the period of the contract the Creative Design and Media agency will be required to submit a Monthly Progress Report for the payment of consultancy fees every month.
- c. The monthly retainership payment may be proportionately increased from time to time.

SECTION 4

Instruction to Bidding Agencies:

- a) The Technical Proposal along with EMD shall be placed in a sealed envelope clearly marked “Technical Proposal”.
- b) Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal”.
- c) The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope clearly marked “PROPOSAL FOR CDM Partner FOR MANIPUR TOURISM” and sealed.
- d) This outer envelope shall bear the Name of the Assignment, Submission address, etc. The Proposals must reach MANIPUR TOURISM on or before the last date of submission mentioned in the notice inviting tender.
- e) Any Proposal received by MANIPUR TOURISM after the deadline for submission shall be returned unopened. MANIPUR TOURISM shall not be responsible for any postal or courier delays.
- f) All contents of the Proposal should be clearly numbered indexed and arranged in a sequence and shall be bound firmly.
- g) The Original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves.
- h) The person who signs the proposal must put initial against such corrections. Submission letters for both Technical Proposals should respectively be in the formats specified in this document.
- i) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/board resolution or in any other form demonstrating that the representative has been duly authorized to sign.
- j) The selection would be on the Quality Cum Cost Based Selection (QCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.

- k) The Creative Agency should be able to provide a qualified servicing and creative team, for undertaking the creative work and campaigns. The creative agency team would work closely with the MANIPUR TOURISM and should be available always at the call of the Management.
- a. Creative Agency team should include:**
- Creative Director - (1), Copy writer - (2), Visualizer - (3), DTP servicing - (4)
- b. A confirmation letter from the Creative Agency for being able to provide the qualified team should be attached.
- c. CVs of all the team members certified by the authorized signatory and clearing indicating educational and professional qualification and experience should be attached.
- l) The Agencies shall bear all costs associated with the preparation and submission of their proposals. MANIPUR TOURISM is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to MANIPUR TOURISM and the Government of Manipur.
- m) The Technical and Financial Proposal to be submitted by the agency should be firm and valid for a period of 30 days from the last date of submission of the proposal.
- n) Agencies may seek clarifications on the guiding document, if any, at the time of pre bid meeting or before 7 calendar days from the due date of submission of the Proposals. Any request for clarification must be sent in writing, email or by fax to MANIPUR TOURISM.
- o) At any time before the submission of Proposals, MANIPUR TOURISM may amend this document by issuing an addendum, which shall be binding on the agencies.
- p) The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document signed by the authorized signatory should be the part of the technical proposal.
- q) MANIPUR TOURISM will select the agency which scores the highest as per the evaluation criteria – combined score of technical proposal and financial quote.
- r) The selected firm may be invited for negotiations, if felt necessary by MANIPUR TOURISM.

SECTION 5

PREPARATION, SUBMISSION AND EVALUATION

A. Preparation of Technical Proposal

In addition to the documentary proof of the minimum qualification criteria listed in Section 3, it is suggested that the agency should submit the proposal covering the following invariably which would be considered for further reevaluation as part of technical presentation.

a) Dedicated Team Details – The Key members that would be working on the project should be indicated along with the career profile.

b) List of the Clients and the work assignment as per the prescribed format should be provided.

c) List of available infrastructure with the agency for undertaking the Activities mentioned in the scope of work.

d) Single point of contact: Please indicate the senior management personnel, who would be in regular touch with the State government for assignment.

e) Bidder must submit single design of the following creatives relating to MANIPUR TOURISM:

- Sample MANIPUR TOURISM brochure with Multi-Colour printing
- A Sample Hoarding or Advertisement (printed in A4 size paper) for any of MANIPUR TOURISM'S STATE FESTIVALS
- A Short video of 60-120 seconds promoting MANIPUR TOURISM.
- Any one promotional literature from bidder's own end which will help to promote MANIPUR TOURISM in a better way.

f) Bidders will also be asked to make a presentation before a board containing strategy and creative aspects of promoting Manipur Tourism across various media platforms including but not limited to Print, Electronic, Outdoor, Online and New Media. They will be given at least a week's time to prepare for the presentation.

B. Preparation of Financial Proposal:

a) In preparing the financial proposal, Creative Design and Media agencies are expected to take into account the various requirements and conditions stipulated in this RFP document.

b) The Financial Bid shall contain the lump sum financial quote covering the total fees/cost for the entire project including GST/any other tax if applicable. The Financial Bid shall be for an overall amount for the entire project duration and shall not be less than Rs. 80,000/- per month.

c) The amount quoted should include all costs such as professional fees, consultancy fees, travel expenses, lodging, boarding, administrative charges and all taxes/duties etc.

MANIPUR TOURISM will not reimburse any other expenses other than what is quoted in the Financial Bid.

- d) The Financial Bid shall be only in Indian Rupees.
- e) 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 Bid, it shall be considered non-responsive and liable to be rejected.
- f) The proposal should be submitted as per the standard Financial Bid submission form.
- g) Creative Design and Media Agencies must do their due diligence about the tax implications and the Client will not be liable for any tax incident other than the applicable GST.
- h) The proposals must remain valid for a period as specified in this RFP. During this period, the Creative Design and Media agency is expected to keep available the professional staff proposed for the Project. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the Creative Design and Media Agencies to extend the validity of their proposals for a stated period. Creative Design and Media agencies, who do not agree, have the right not to extend the validity of their proposals.

C. Payment Schedule:

- a) The agreed fees would be paid as per the payment schedule as specified in this RFP
- b) The payment would be made within 30 working days after submission of the bills. A brief report of the work carried out during the billing period should be submitted along with the bills.
- c) The final bill will be paid after submission of all the relevant documents, files, photographs, report and any other material in hard/electronic format.

D. Opening of Bids:

- a) The Technical Proposal shall be opened at the prescribed date and time and shall be evaluated for satisfactory compliance of qualifications and conditions.
- b) Subsequently, for the pre-qualified agencies, a technical presentation would be arranged, where in the short listed agencies would be invited to make the presentation on their concept to act as the Creative Agency before the Committee so constituted by the Government of Manipur, by giving due notice by email.
- c) Agency would have to bring in the requisite copies of the technical proposals in hard copies and in the suitable format of PPT, Movies, PDF, etc. for presentation to the Committee members. The presentation would be retained by MANIPUR TOURISM for its records.

d) Soft copy of the presentation to the Committee may therefore, be made available to the Committee well in Advance, on the day of the presentation.

E. Technical Score would be calculated based on the following parameter:

1. Past experience in Creative and Promotional work of tourism related clients– 25 marks
2. Presentation – 25 marks (What the agency will do for Manipur Tourism)
3. Sample designs presented / submitted as mentioned in Clause – 25 marks
4. Team Composition of Key Professionals – 25 marks-out of which 10 marks will be assigned for the qualifications of the team

F. The Committee after having evaluated the technical presentation would provide the technical score. The minimum score for the technical evaluation shall be 70 out of 100 marks. Agencies qualifying in the technical evaluation would then be eligible for the opening of the financial proposals.

G. Financial proposal would preferably be opened on the same day after the completion of the technical presentation. However, the final date of opening of the financial proposal shall be decided by MANIPUR TOURISM. The proposals would be opened on given date and time, even if the representatives are not present.

H. Composite Evaluation of Score for Agencies:

MANIPUR TOURISM will correct any arithmetical errors in Financial Proposals. While correcting arithmetical errors, in case of discrepancy between the amounts mentioned in words and figures, the amount quoted in words shall only

The Financial Score would be calculated as follows:

$$\text{Score calculation (B) = } \frac{\text{(Lowest Price quoted by an agency) x 100}}{\text{(Price quoted by a bidder being evaluated)}}$$

The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. The Assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The Technical Score obtained and the Financial Score obtained would be multiplied (in percentage) with the weightage (in percentage) to arrive at Composite Evaluation Score for each bid. The respective weightage for the Composite Technical Score and the Composite Financial Score are set out in the table below:

Description of Parameters for composite evaluation score

- (A) Composite Technical Score – 70% - Weightage
- (B) Composite Financial Score – 30% - Weightage

I. Other Terms & Conditions:

- a) Right to accept/reject any applications.
- b) MANIPUR TOURISM reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- c) Amendment of RFP document.
- d) At any time, 48 hours prior to the deadline for submission of Applications, MANIPUR TOURISM either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre bid conference. These addenda shall be posted at the website of MANIPUR TOURISM and shall be treated as a part of the RFP Documents.
- e) MANIPUR TOURISM may, at its discretion, extend the deadline for the submission of Applications.

J. Disqualification:

The following events and circumstances may result in disqualification of the applicant from the bidding process:

- a) Submission of Proposal after the Proposal Due Date
- b) If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the MANIPUR TOURISM.
- d) If the Proposal submitted is not accompanied by the required documentation, it will be considered non responsive
- e) Agency is unable/fails to provide clarifications related to its Proposal.
- f) Creative Design and Media agency's Agencies who attempt to influence the qualification or selection process shall be disqualified from the process at any stage.
- g) MANIPUR TOURISM reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the Creative Design and Media agency has been qualified.
- h) MANIPUR TOURISM reserves the right to reject the Applicant, at the time, or at any time after such information becomes known.
- i) In case of such disqualification under any circumstances, the decision taken by MANIPUR TOURISM shall be considered as final and binding.

K. Format and Signing of Proposal:

- a) The proposal should be short, concise & include all points indicated in the Document.
- b) The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

L. Confidentiality:

- a) Information relating to the examination, clarification, and evaluation for the Agency shall not be disclosed to any person not officially concerned with the process. The Government of Manipur representatives including its officials, directors, employees and advisors will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- b) The Government of Manipur representatives including its officials, directors, employees and advisors would not divulge any other information related to financials, background etc. Unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

M. Conflict of Interest:

The Creative Design and Media agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Creative Design and Media agency and its affiliates shall not engage in consulting activities that conflict with the interest of the client.

N. Earnest Money Deposit:

- a) An Earnest Money Deposit (EMD) in the form of a Demand Draft, from a scheduled Indian Bank in favour of "Directorate of Tourism, Government of Manipur", payable at Imphal, for the sum of Rupees One Lakhs only (Rs.1,00,000 only) will be required to be submitted by each Applicant along with the technical proposal.
- b) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- c) Earnest Money Deposits of unsuccessful applicants shall be returned, without any interest, within one month after signing the contract with successful applicant or when the selection process is cancelled by the Client.

O. Withdrawal of Proposals:

No modification or substitution of the submitted Proposal shall be allowed. A Creative Design and Media agency may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by MANIPUR TOURISM before the due date of submission of Proposals. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by the Authorized Signatories.

The copy of the notice shall be duly marked "WITHDRAWAL". No withdrawal will be permitted if the withdrawal request was received by MANIPUR TOURISM after the last date of submission of proposal.

P. Negotiations:

- a) Negotiations will be held with the highest scorer to further reduce price and improve other parameters. The final negotiated consultancy fee shall be called the "Agreement Value".
- b) Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. MANIPUR TOURISM and the selected Consultant/Firm will then work out agreed final Terms of Reference, staffing and bar charts indicating activities, key and other support staff, time duration on the field and at the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract.

Q. Award of Contract:

Once the negotiation are finalized with the highest scorer, the successful bidder will be informed of the acceptance of the proposal and he will convey his acceptance within 7 days and will be expected to enter into a written contract incorporating all the terms of the RFP within 10 days of such intimation.

R. Performance Security:

The Successfully CDM Partner shall, before entering into contract, furnish a performance guarantee for satisfactory execution of the consultancy in the form of a bank guarantee for an amount equivalent to 5% of the Agreement Value. The Bank Guarantee shall be valid till the end of contract period.

S. Corrupt or Fraudulent Practices:

MANIPUR TOURISM requires that Applicants under this RFP observe the highest standard of ethics. In pursuance of this policy, no bidder shall engage in any corrupt practice or fraudulent practice.

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of MANIPUR TOURISM and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive MANIPUR TOURISM and targeted stake holders of the benefits of free and open competition.

- c) MANIPUR TOURISM will reject a bid for award of consultancy work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) MANIPUR TOURISM will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

T. Forfeiture of EMD:

- a) Failure by the Selected CDM Partner to accept the order issued by the Client with respect to award of the Contract, within seven days stipulated time from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of MANIPUR TOURISM. However, MANIPUR TOURISM reserves its right to consider at its sole discretion the late acceptance of the order by Selected CDM Partner.
- b) Failure to execute the Contract within 21 days stipulated time of acceptance of the order by the Selected Consultant makes the EMD liable for forfeiture at the discretion of MANIPUR TOURISM. In such a case, MANIPUR TOURISM at its discretion may cancel the order placed on the Selected Consultant without giving any notice.
- c) Failure to submit the performance guarantee within stipulated period from the date of execution makes the EMD liable for forfeiture. In such instance, MANIPUR TOURISM at its discretion may cancel the order placed on the Selected Consultant without giving any notice.

U. Breach Contract:

Save as provided hereunder any activity in violation of this Contract to be executed shall be termed as breach of Contract.

V. Force Majeure:

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of or default in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- d) For the purpose of this RFP, “ Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, not
- (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

W. Termination for Default:

The MANIPUR TOURISM may terminate the Contract if:

- a) The CDM Partner fails to remedy any breach hereof for any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the MANIPUR TOURISM may have subsequently granted in writing.
- b) The CDM Partner becomes insolvent or bankrupt.
- c) The CDM Partner fails to comply with decisions/mandate of the MANIPUR TOURISM.
- d) Any document, information, data or statement submitted by the CDM Partner in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) The acts of CDM Partner is found to have indulged in unethical practices by MANIPUR TOURISM.
- f) The CDM Partner may also terminate the Contract for Default if the MANIPUR TOURISM is in material breach of its obligations pursuant to the Agreement and has not remedied the same within thirty (30) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) following the receipt by the Manipur Tourism of the CDM Partner’s notice specifying such breach.

g) In the event of termination for default, the party at default shall be liable to pay damages to the party not at fault. In addition, MANIPUR TOURISM shall forfeit the Performance Security if the fault lies with the CDM Partner.

X. Termination without Default:

MANIPUR TOURISM shall be at liberty to terminate the Contract without assigning any reason by giving 30 days written notice to the other party.

Y. Penalty for delay:

If progress of the assignment or the quality of output is not as per the agreed scope of work, the Selected Bidder shall be liable to pay penalty to MANIPUR TOURISM. For delay and poor quality, a penalty up to 25% of payment due for the monthly retainer ship will be deducted from the next due payment. This provision will be without prejudice to the right of MANIPUR TOURISM to exercise its right to terminate the contract and claim damages.

Z. Disputes Resolution:

In the event of any legal disputes between parties, the appropriate civil court in Imphal will have sole and exclusive jurisdiction to settle the disputes.

AA. Confidentiality:

- a) The RFP document contains confidential information proprietary to MANIPUR TOURISM. MANIPUR TOURISM is bound by an agreement of confidentiality and secrecy with regard to the dealings of all stakeholders. The selected Consultant for the consultancy services may have access to some confidential information for the purpose of the project implementation.
- b) The CDM Partner shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The CDM Partner shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. MANIPUR TOURISM is entitled to be indemnified by the Selected CDM Partner for any loss/damage to reputation and/or for any breach of confidentiality.
- c) The information referred to shall include but not be restricted to any and every information concerning MANIPUR TOURISM and its stakeholders which the CDM Partner comes to know only on account of his being associated with MANIPUR TOURISM through the contract which the Selected CDM Partner otherwise would not have had access to.
- d) The Selected CDM Partner shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from MANIPUR TOURISM. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means is strictly prohibited without prior consent of MANIPUR TOURISM.

BB. Liability of the CDM Partner:

The CDM Partner's liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the CDM Partner under this RFP and Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the CDM Partner hereunder. The preceding limitation shall not apply to liability arising as a result of the CDM Partner's fraud or wilful misconduct in performance of the services hereunder.

Director (Tourism)
Government of Manipur

SECTION 6 – FINANCIAL BID – STANDARD FORMS

Financial Bid Submission Form

To: (Location, Date)

Director (Tourism),
Government of Manipur
e-mail:manipurtsm@gmail.com

Dear Sir,

Sub: Selection of a Consultant for providing Creative, Designand Media Consultancy Services for Manipur Tourism.

1. We, the undersigned, offer to provide the consulting services support to theMANIPUR TOURISM in accordance with your Request for Proposal dated (InsertDate). Our Financial bid attached is for the sum of (Insert amount(s) in words and figures) inclusive of all taxes including GST.
2. Our Financial Bid shall be binding upon us subject to the modificationsresulting from Contract negotiations, up to expiration of the validity periodof the Proposal, i.e.(date)
3. Our Financial Bid covers remuneration for all the Key Personnel and otherassociated personnel (Expatriate and Resident, in the field, office etc.), accommodation, equipment travel etc. The Financial Bid is without anycondition.
4. We undertake that, in completing for (and, if the award is made to us, inexecuting) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.