



Request for Proposal
for
Selection of Event Management Agency

Under

Raising and Accelerating MSME Performance (RAMP)
Government of Uttar Pradesh

E-bid document

Issued by:
Uttar Pradesh Small Industries Corporation Ltd.
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Fazalganj Industrial Estate,
Fazalganj, Kanpur,
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NOTICE INVITING TENDER

FOR

Selection of Event Management agency by Uttar Pradesh Small Industries Corporation Ltd., Government of Uttar Pradesh.

Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh invites technical and financial proposals from the firms who have prior experience of working as an event management agency with State Government(s)/GoI as Implementation Agency.

This RFP document is being prepared to provide details about scope of work, expectations from Agency, bidding procedure and can be downloaded from e-Tender Portal of Uttar Pradesh (<https://etender.up.nic.in>).

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications. This section provides general information about the Issuer, important dates and addresses, and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 10,000+ 18% GST = INR 11,800 and Refundable EMD amount of INR 10,00,000 is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favor of the "U.P. Small Industries Corporation Limited", payable at Kanpur, Uttar Pradesh.

Key dates for this RFP are as below:

- Last date for submission of Proposals: 30.09.2024, 1600 hrs (IST)
- Date of Opening of Technical Bid: 01.10.2024, 1700 hrs (IST)
- Date of opening of Financial Bid: **To be communicated later.**

Issuer:

Managing Director,

U.P. Small Industries Corporations Limited

110, Kanpur Rd, Industrial Estate, Fazalganj Industrial Estate,
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Disclaimer

This Request for Proposal (RFP) document for Selection of Event Management Agency (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the "Uttar Pradesh Small Industries Corporation Ltd." (hereinafter referred to as "Client" or the "Authority") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. "Authority" or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

Selection of Event Management Agency

1 Data Sheet

1	Name of the Bid	Selection of Event Management Agency
2	Time-period of contract	3 Years which is extendable up to 1 Year
3	Method of selection	LCS (Least Cost based Selection)
4	Bid Processing Fee	Non-refundable/Non adjustable fee of INR 10,000 + 18% GST = INR 11,800 (Eleven Thousand Eight hundred only)
5	Earnest Money Deposit (EMD)	Refundable amount of Rs. 10,00,000 (INR Ten Lakhs Only)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Managing Director, Uttar Pradesh Small Industries Corporation Ltd. 110, Kanpur Rd, Fazalganj Industrial Estate, Fazalganj, Kanpur, Uttar Pradesh 208013 Telephone: +0512-2241622, +0512-2236642 E-mail: eeupsicknp@gmail.com , Ramp@upsic.in
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
11	Performance Guarantee	Performance security shall be deemed to be an amount equal to 3% of Total contract value (the "Performance Security");
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	18.09.2024, 05:00 P.M (IST)
	Last date of receiving queries	24.09.2024, 06:00 P.M (IST)
	Pre-bid meeting	23.09.2024, 12:00 P.M (IST)
	Pre bid meeting venue	Conference Room, Ground Floor, Uttar Pradesh Small Industries Corporation Ltd., 110, Fazalganj Industrial Estate, Kanpur, Uttar Pradesh
	Proposal Due Date (PDD)	30.09.2024, 04:00 P.M (IST)
	Opening of Technical Bids	01.10.2024, 05:00 P.M (IST)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
13	Consortium to be allowed	No
14	Account details	<i>Account Name: U.P. Small Industries Corporation Ltd.Account Number: 1673101005867 IFSC Code: CNRB0005311 Bank Name: Canara Bank Branch Name: Kanpur Barra Branch, Kanpur Nagar, Uttar Pradesh - 208027</i>
	<p>Note:</p> <ul style="list-style-type: none"> • Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same. • Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process. 	

2 Terms of reference

2.1 Background

Raising and Accelerating MSME Performance (RAMP) is a World Bank supported Programme, supporting the Ministry of MoMSME's "Implementing MSME competitiveness Programme- post Covid Resilience and Recovery Programme (MCRRP)", which aims at strengthening schemes that focus on improving market access, access to credit, access to technology, strengthening institutions and governance at the Centre and State, improving Centre-State linkages and partnerships, addressing issues of delayed payments, and greening of MSMEs. RAMP supports this overall Programme and focuses primarily on building capacity of National and State level agencies, build platforms for provision of critical services to MSMEs and enhancing outcomes from competitiveness related schemes.

The purpose of this Request for Proposal is to select an Event Management agency who will be responsible for handling, managing, conducting various Events & Activities of Uttar Pradesh Small Industries Corporation Ltd., Govt. of Uttar Pradesh for the period of 3 years which is extendable up to 1 year. Services needed Planning, Organizing, Concept development, Budgeting, Venue Selection and setup, Vendor Coordination, Marketing and Promotion, Onsite Management, executing a wide range of Events, Workshops, Seminar, Product launches, Social Gathering and Post Event services of Uttar Pradesh Small Industries Corporation Ltd.

Below mentioned are the Interventions which comes under UP RAMP scheme:

1. **Enhancing participation and Implementation in ZED, LEAN Scheme** – This intervention aims to increase public awareness of demanding Zero Defect and Zero Effect products through the **MSME Sustainable (ZED) Certification workshops** and motivating our MSMEs to adopt a quality-driven ecosystem.
2. **Technical Upgradation support to MSMEs** – This intervention aims to provide financial support to the MSMEs for the purchase of plant, machinery, and other quality improvement interventions. The lack of modern machinery and technologies impacts product efficiency and productivity
3. **PLEDGE support** – PLEDGE intervention aims to promote the establishment of private MSME Parks that boost the state's industrialization, support economic progress, and facilitate job creation by providing easy finance to the promoter for setting up private industrial parks
4. **Vishwakarma Artisan Connect – Empowering Artisans** – The project's primary objective is to establish a digital marketplace where Vishwakarma artisans can connect directly to customers. This platform will enable artisans to expand their customer base beyond their local communities, connect with a larger market, and gain recognition for their exceptional skills and craftsmanship..
5. **Strengthening Monitoring & Evaluation Ecosystem through UP MSME One Connect** – The Government of Uttar Pradesh is committed to strengthening the Monitoring and Evaluation (M&E) ecosystem, one of the key focus areas in the RAMP. The RAMP Programme aims to enhance data-driven reporting mechanisms to monitor & track the interventions to achieve the outlined targets. The UP MSME One Connect Portal is a unified platform for MSMEs to act as a digital one-stop solution for MSMEs in Uttar Pradesh.
6. **Support for Awareness and Strengthening of Environmental Social Governance** – This intervention aims to elevate safety and quality standards in MSMEs, ensuring the protection of workers from workplace hazards. Simultaneously, it aims to incorporate ESG (Environmental, Social, Governance) practices prioritizing the safety, health, and well-being of employees.
7. **Enhancement of Exports in MSMEs** – Both national and international markets demand products and services that meet specific safety and quality standards. MSMEs often struggle to identify the appropriate markets for their offerings. Through this intervention reverse buyer-seller meets will be organized, to

augment the capacity of existing MSMEs to become exporters and thereby increase the share of exports from Uttar Pradesh.

8. **Financial support for MBA in Entrepreneurship, Innovation and venture development for Guest lecture, exposure visits, exchange programs** – This program focuses on offering 2 years MBA degree to existing /aspiring entrepreneurs, first-generation entrepreneurs, women, and SC/ST entrepreneurs. Further, a short-term course is designed to impart capacity-building training to 400 aspiring & existing entrepreneurs.
9. **Strengthening and Capacity building of various agencies of the Department of MSME & EP, GoUP** – The objective is to strengthen the capacity of the officials of various departments in GoUP, by imparting training on MSME Ecosystems, Industry 4.0, IoT, Cyber Security, financial awareness, greening & sustainable practices, encourage inclusive growth by encouraging women participation, etc.
10. **Support for Upgradation of Training Centers** – This project aims to upgrade and support various RAJKIYA PRASAR EVAM PRASHIKSHAN KENDRA (training centres) of the state by hiring manpower and installation of smart class assets. These training institutes impart training on various industry functions such as machining, metalworking, etc. and support MSMEs and artisans through classroom and practical training.

The small, medium and large-scale Events the Authority is seeking to organise and execute are:

1. Seminars and Workshops for various stakeholders
2. Training, Induction and Orientation workshops
3. Exhibitions and Promotional Workshop/Events
4. Projects, Products, and services inauguration ceremonies
5. Capacity building workshops
6. Conclaves and Summits
7. Promotional Workshops/Events
8. Any other event

The List is non-exhaustive and indicative in nature.

2.2 Scope of services

1. Serve as an Event Management Agency for the Uttar Pradesh Small Industries Corporation Ltd. for executing multiple Events in various districts of Uttar Pradesh as specified in Clause 2.1 (but not limited to).
2. Assistance in preparation of a schedule of Events pertaining to the management under the non-exhaustive list as specified in Clause 2.1
3. Based on the inputs received from the Authority and its allied stakeholders, preparation and presentation of detailed Events plan on the detailed categories of events as specified in Clause 2.1 (but not limited to). Plans to include Event concept, Event layout, Event theme development, quality of visual appeal etc.
4. Designing of venue site plans, presentation, and execution of the same post approval of the Authority and its appointed authorized representatives.
5. Provision of the required overlay for the Events as per separately issued work order for each Event, inclusive of its mobilization, installation & decommissioning, and operations & maintenance.
6. Conceptualization and provision of Venue Décor and Branding plans, presentation of the concepts, designs and themes and post approval, execution of the same for every Event Authority may organise during the contract period. Items will be as per the specifications detailed in the published BOQ.
7. Design and printing of Event specific folders/brochures/envelopes/stationary post approvals from the Authority or its authorized representative.
8. Design and printing of Event specific branding material on flex/vinyl, post approval from the Authority or its authorized representative as specified in the published BOQ.
9. Provision of DG sets for adequate power supply at the Event venues, inclusive of their operating licenses and safety certificates, fueling and required technical operators.

10. Provision, operations and maintenance of LED screens, plasma television screens and sound systems for all the Events organized during the contract period. Provision of technical workforce for operations & maintenance of all above mentioned items
11. Scoping and Provision for venue booking and Food & Beverages arrangement for the participants in the Workshops/Seminars/Meetings.
12. Scoping and Provision of service staff for Housekeeping, Cleaning and waste management for the Events in discussion. Their responsibilities shall be (but not limited to) –cleaning and waste management services for the venue and maintenance of all toilets and VVIP toilets deployed for the Event. Procurement and supply of the required consumables shall be undertaken by the Agency post deliberation with the Authority or its authorized representatives and shall be billed by the agency to the Authority post verifications of equipment and material procured. The Housekeeping staff should be trained with adequate experience. The agency shall bear the cost of their logistics, food & beverage arrangements, accommodation, travel including local travel, their uniforms etc.

2.3 Project Considerations

1. The Selected Agency shall have an operational office setup in Kanpur or should be ready to setup office within two weeks of signing of the agreement with one dedicated Project Manager available on call to deliberate on the planning aspects, conceptualization and scheduling of the Events with the Authority and its authorized representatives.
2. The Authority shall nominate a point of contact from its management team or a team to liaise and coordinate with the agency in regards to planning, organization and execution of the Events in discussion.
3. The Agency shall prepare a work plan and submit it to the authority and its appointed representatives for review and deliberation, detailing the timelines of designing of Event theme, mobilization of material, installation and de commissioning schedule for the Event.
4. All Equipment and material being installed by the Event agency as per the requirement of the Event in discussion and as specified in the published BOQ shall be of superior quality and in excellent working condition with the required technical workforce and qualified personnel to certify the works being executed. The technical workforce shall be present during the commissioning and setup stage till the time of effective closure of the Event. Details of the technical workforce shall be shared in writing with the Authority 7 days prior to the commencement of the Event in discussion.
5. The Event venue identified shall be made operational with all the agreed items and components 1 days prior to the commencement of the Event in discussion for readiness and testing.
6. The Agency shall be responsible for obtaining all the necessary licenses, permissions and NOC's relating to the organization and conduct of the Events in discussion and shall share copies of the permissions, licenses and NOC's to the Authority and its appointed authorized representatives. All associated costs to be borne by the Agency. Any default in non-compliance of procurement of the required licenses from the concerned regulatory authority shall be the responsibility of the Agency, The Authority shall be identified of any such acts of Non-Compliance.
7. The Agency shall digitally document the Event preparation and setup process and document the proceedings of the Event in a template/format which shall be shared by the authority of a representative of the authority. A Minimum number of 100 high quality photographs per Event shall be captured and submitted to the authority digitally via pen drive or hard drive detailing all the aspects of the Events in discussion no later than 7 days post the completion of each Event in discussion. The agency shall ensure the complete confidentiality of the digital material and that there is no unauthorized distribution of the audio/visual documentation. Any use of the digital content by the agency for its publication shall be requested by the agency to the Authority in writing.
8. The Agency shall consider all environmental compliance requirements prior to the commencement of the fabrication works of all components specified in the published BOQ and post closure of the Event in discussion. The Agency shall be responsible for the removal and disposal of all waste material produced. The identified venue for the Event in discussion shall be retro fitted in the same way that it had been provided to the agency. The authority shall not be liable for any non-compliance on this act.
9. All the Items mentioned in BOQ are indicative, Authority may vary or delete any item from the BOQ as per the actual need, scale or magnitude of the Event organized during the contract period.

2.4 Team

1. The Agency shall scope for and provide a minimum of 2 technically qualified and experienced professionals for the planning and execution of the Events in discussion. Both the professional profiles to be made part of the technical submission and should have minimum experience as mentioned below.
 - a. At least one Site Engineer with 3 years of experience
 - b. At least one Graphic Designer with 3 years of experience (Graphic designer should have all the licensed designing software packages)

Each of the professionals should be available on site at least 2 days prior to the commencement of the Event in discussion.

2.5 Payment schedule, deliverables, and timelines

- a. No advance payment shall be given.
- b. The total approximate duration for the services shall be 3 years which will be extendable up to 1 year from the signing of contract, extendable based on the satisfactory performance of the agency and as mutually agreed upon.
- c. The bidder shall not charge any amount for the inventory over or above the Event day. If the Event is one-day bidder shall be paid for one day only and so on so forth.
- d. Venue need to be ready at-least four hours prior to the Event or as per the directions from the Authority.
- e. The payment is subject to quantity verification of items delivered or installed during Event.
- f. 100 % payment would be released upon successful completion of the Events.
- g. All the Invoices/Bills and reports need to be submitted with Photographs and videos in UPSIC office.
- h. The Authority shall make such payment within 30 days of receipt of invoice.
- i. The cost of mobilization of materials & equipment, cost of labour, taxes, transport and logistics shall be borne by the agency. The authority shall not be liable to reimburse the agency on anything additional other than the rates quoted for the Items in the Published BOQ for the Event in discussion.
- j. Invoices addressed to the 'Uttar Pradesh Small Industries Corporation Ltd.' should be submitted within 30 days of completion of every Event. A separate work order for every Event organized by Authority will be issued separately.

3 Terms of reference

3.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder Firm/Entity must be a company legally registered in India for the Last 10 Years under the Companies Act in India (with up-to-date amendments)	Valid/certified registration certificate or Incorporation certificate must be submitted along with the bid

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#	Eligibility Conditions	Documentary proof to be submitted
2	The Bidder must have a minimum average annual turnover of INR 20 Crores over the past three financial years (e.g., 2021-22, 2022-2023 and 2023-2024). And having positive net worth each year	Form 2 and CA certified copy with UDIN of turnover & Net Worth details, Profit/Loss statement & Balance sheet copy of last 3 financial years
3	The Bidder should have experience of managing at least one fairs/seminars/exhibition/event of International or national delegated in Central or State Govt. Sector/Semi Govt./PSU sector	Form 3 and Work Orders/completion certificate from clients
4	The bidder should have experience of managing atleast One Large event of atleast 3000 delegates in Uttar Pradesh	Work Orders/completion certificate from clients.
5	The Bidder should not have been blacklisted by any State or Central Government/Semi Government/PSU sector in India. An undertaking signed by the authorized signatory must be submitted by the bidder which must also be duly attested by a Notary public. (Affidavit on INR 100 Stamp Paper must be submitted)	(Affidavit on INR 100 Stamp Paper must be submitted)
6.	The bidder must have registration certificate, valid GSTIN registration certificate and Income Tax, Permanent Account No. (PAN)	PAN, GST, Incorporation certificate, Aadhar Card
7.	The bidder must have registered & Incorporated office in Uttar Pradesh	Valid registration certificate
8.	Bidder should have minimum 50 employees on payroll as on 31 st March 2024	Supporting document to be enclosed

Only Eligible Bidders will be taken up for Technical and Financial Evaluation.

3.2 Consortium

No Joint Venture/Consortium shall be allowed.

3.3 Evaluation

Technical Evaluation:

The Authority will adopt a two-stage selection process (collectively the "Selection Process") for evaluating the proposals comprising technical eligibility and financial bids.

The technical proposals shall be opened of all the bidders and the bids that qualify as per the technical evaluation criteria stated below will be considered as technically qualified or eligible bidder and their financial bids shall be opened. The rest would be considered technically non-qualified and would not participate in the further process. Financial proposals of the eligible bidders shall be opened.

S.No	Parameter	Maximum Marks	Documents to be submitted
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Selection of Event Management Agency

1.	Bidder company/Firm/entity must be registered in Government Business operations in India for at least <10 years = 03 marks > 10 years - <15 years = 07 marks More than 15 years = 10 marks	10 marks	Company registration certificate along with the other valid documents
	Bidder must have registered/incorporated office in Uttar Pradesh	05 marks	Valid registration certificate/Rent agreement copy
	Average Annual Turnover in last 3 financial years i.e., 2021-22, 2022-23 & 2023-24 INR >=20 Crore and < 30 Crore = 05 marks INR >=30 Crore and < 50 Crore = 10 marks INR >=50 Crore and above = 15 marks	15 marks	Form 2 • CA Certificate (Original) • Audited balance sheets for the last three financial years.
	Bidder should have experience of managing at least One fair/seminar/exhibition/event of International or national level in state or central government departments /ULBs/PSU's 1 Project = 05 marks More than 1 Project = 10 marks	10 marks	Form 4 and Work orders/ completion certificates (Amount should be mentioned clearly in the documents)
	Bidder should have experience of providing services in One large event of at least <3000 delegates = 05 marks More than 3000 delegates = 10 marks	10 marks	Form 4 and Work orders/ completion certificates
	Bidder should have experience with MSME department, Govt. of U.P in event management services in last 10 years.	05 marks	
	Bidder should have experience of world bank funded/sponsored project with any department in State /central Govt./PSU's/ULB's	10 marks	Work orders/ completion certificates
	Bidder should have at least presence in 5 major districts of Uttar Pradesh. Presence in 5 - 25 districts - 03 marks Presence in 25 – 50 districts – 07 marks Presence in more than 50 districts – 10 marks	10 marks	Supporting documents to be enclosed
	Bidder should have experience of organizing Awareness workshop in relation with MSME sector in the state of Uttar Pradesh	05 marks	Work orders/ completion certificates
7	PRESENTATION	20 marks	
a.	<ul style="list-style-type: none"> • Technical presentation by bidder which shall include understanding of the authority's requirement, proposed solution, relevant experience, and proposed plan to execute events. • Innovative ideas and concepts for event planning and execution as per the scope of work • Proposed deployment of manpower and their experienced and background 		
	Total	100 Marks	

Technical Process:

1. Minimum score of 70 marks is required in the evaluation process. Only those bids having minimum qualifying of 70 score would be eligible for opening of financial bids. All bidders which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.
2. In L1 method of selection, Bidders shall submit both a technical proposal and a financial proposal at the same time. Minimum qualifying marks for quality of the technical proposal are as prescribed along with a structure for allotting marks for various technical criteria/attributes.
3. The technical proposals are opened first and evaluated and the bids that qualify as per the technical evaluation criteria will only be considered as technically qualified. Any Bidder that passes the benchmarks is declared as technically qualified and their financial bids are opened. The rest would be considered technically non-qualified and would not participate in the process.

Financial Evaluation:

The Bidders shall upload their financial bids in the commercial bid section of the E-Tender portal. It is mandatory to furnish the unit rate against all particulars, failing which the proposal shall be liable to be rejected. A separate format (ANNEXURE C) of the financial bid format has also been published along with the RFP document. The same is to be used whilst submitting the financial bid on the E-Tender portal.

If there are any conditions attached to any financial bids which shall have a bearing on the total cost, the tender committee shall reject any such bids as non-responsive financial proposal. However, if the Tender Evaluation Committee feels it necessary to seek clarifications on any financial proposals regarding taxes, duties or any such matter, the Tender Evaluation Committee shall do so by inviting responses in writing.

The financial bids shall be opened by the Tender Evaluation Committee of the bidders who are deemed eligible as per the prescribed eligibility criteria as specified in Clause 3.1 in the presence of representatives of the bidders who choose to attend the proceedings. The details of the bidders and their proposed prices shall be read and recorded when the financial proposals are opened.

The Eligible Bidder with Lowest rate in maximum number of line items will be defined as the L1 Bidder and so on. The L1 Bidder shall be offered line item wise L1 rates. If the L1 Bidder agrees to all line item wise L1 rates, shall be selected and be termed as the "Selected Bidder" for providing Event Management services. In case, the L1 Bidder refuses to accept L1 rates of all line items, the UPSIC may move on to the L2 Bidder, and so on and so forth. The Selected Bidder shall have to submit a signed declaration matching the least cost rates discovered or negotiated rates for all items to get the LOA. **However, the UPSIC may consider all the rates by the L1 bidder.**

4 Instructions to Bidders

4.1 General instructions

4.1.1 Number of Proposals and respondents

4.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP. In case more than 1 proposal is received from the same bidder, both the proposals will be summarily rejected.

4.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

4.1.1.3 A Bidder applying individually shall not be entitled to submit another Proposal.

4.1.2 Proposal preparation cost

4.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

4.1.2.2 Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

4.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

4.1.3 Right to accept and reject any or all the Proposals

4.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

4.1.3.2 Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

4.1.4 Clarifications

4.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.

4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Authority by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification.

4.1.4.3 The Authority shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The Authority will post the reply to all such queries on the Official Website.

4.1.4.4 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.4 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

4.1.5 Amendment of the RFP

4.1.5.1 At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

4.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

4.1.6 Data identification and collection

4.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and made a complete and careful examination of the various aspects of the Scope of Work. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 Preparation and submission of Proposals

4.2.1 Language and currency

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

4.2.2 Proposal validity period and extension

4.2.2.1 Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.2.3 Format and signing of Proposals

4.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

4.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.2.4 Submission of e-bid/Proposal

4.2.4.1 The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

4.2.4.2 The Bidders have to follow the following instructions for submission:

- a. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- b. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

- c. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- d. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

4.2.5 Deadline for submission

4.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

4.2.6 Late submission

4.2.6.1 The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

4.2.7 Withdrawal and resubmission of Proposal

4.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

4.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

4.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

4.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

4.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

4.2.8 Selection of the Bidder

4.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

4.2.9 Proposal opening

4.2.9.1 After the eligibility evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 3.3 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

4.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

4.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

4.2.10 Opening of Proposals

4.2.10.1 Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.

4.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the Event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e -bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

4.2.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

4.2.11 Confidentiality

4.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

4.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.12 Tests of responsiveness

4.2.12.1 Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.

- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

4.2.12.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

4.2.13 Clarifications sought by Authority

4.2.13.1 To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.2.14 Proposal evaluation

4.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 3.3 of this RFP.

4.2.14.2 The Proposal containing the Technical Details in Clause 3.3 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

5 Annexure A: Standard Forms

1 FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Authority]

Dear Sirs:

We, the undersigned, offer to provide the services for Selection of Event Management Agency in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Selection of Event Management Agency

2 FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual Revenue (in INR)
1.	2023-24	
2.	2022-23	
3.	2021-22	

Note: Attach audited financial statements as proof of the above figures.

Selection of Event Management Agency

3 FORM 3: Bidder's organization and experience

The Bidder should provide details of only those assignments that have been undertaken by it under its own name. Bidders need to provide all the supporting documents like PO/Completion certificate for each set of credentials.

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity for carrying out Event Management services like the ones requested under this assignment]

Company/Firm Legal Entity Name	
Registered Office Address and Branch Details:	Date of Incorporation/Registration:
No of Employees	Annual Turnover
Name of Client:	Event Name: Scope of Services:
Client Address	Client Contact Details:
Narrative description of Projects Events Executed with its Pictures.	

Selection of Event Management Agency

4 FORM 4: Eligible assignments of the Bidder

. Bidder need to provide all the supporting documents like PO/Completion certificate for each set of credentials

Assignment name/Client Name:	
Country: Location of Event:	Total no of Event & setup days:
Scope of Work:	Work
Address:	Contract Value (INR)
Narrative description of Project with pictures:	
Description of actual deliverables by your firm/company within the assignment:	

5 FORM 5: Declaration Letter 1

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for "Selection of Event Management Agency"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to "Selection of Event Management Agency" RFP, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

(Board Resolution for the Nomination of Authorised Signatory to be submitted along with this form)

Name:

Designation:

6 Form 6: Declaration Letter 2

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder

Declaration Letter for "Selection of Event Management Agency" RFP

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship<Please delete whichever is not applicable> intends to submit a proposal in response to "Selection of Event Management Agency", we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable>has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

7 FORM 7–Financial Undertaking

[Date]

To: [Name and address of Client]

Subject: Financial Undertaking

Reference: (Insert name of the of the Company / LLP / Partnership / Society / Proprietorship)

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We hereby submit our quotes for the Authority of the services specified in the RFP.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in Clause 2.5 and Clause 1.6 of the RFP document.

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 solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to “Prevention of Corruption Act, 2018”, during the bidding process and execution of the contract, in case we are awarded the work.

We understand that Authority is not bound to accept any Proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

6 Annexure B: General Conditions of Contract

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time.
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1e of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the "Authority" under the Contract.
- iv. "Authority" means the Uttar Pradesh Small Industries Corporation Ltd. (UPSIC) with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 2h of Annexure B
- vii. "Dispute" shall have the meaning set forth in Clause 8 of Annexure B
- viii. "Eligibility" shall have the meaning set forth in Clause 3.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Authority's country/state
- xi. "Key Dates" shall mean the dates mentioned in Clause 1 and the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Party" means the "Authority or the Bidder" as the case may be, and "Parties" means both of them
- xiv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xv. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvi. "Proposal Validity Period" shall have the meaning set forth in Clause 4.2.2
- xvii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xviii. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xix. "Services" means the work to be performed by the Bidder pursuant to the Contract.

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or

made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

GST shall be excluded by the bidders whilst submitting their respective quotes in the financial bid format published along with this RFP

Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract.
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Authority, designed to establish prices at artificial, non-competitive levels.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the contract.

Measures to be taken

The Authority will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract.

The Authority will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.7. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no Event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising because of the Bidder's fraud in performance of the services hereunder.

1.8. Insurance

The Bidders are expected to maintain insurance cover for the following Events to insure Bidder's risks against:

- i. loss of or damage to the Works and Materials
- ii. loss of or damage to Equipment, property in connection with the Contract; and
- iii. Personal injury or death of the employees

For any other Events that may be applicable, the Authority does not take any responsibility for insurance coverage in case of any mis-happening.

1.9. Liquidated Damages

Performance Guarantee

- I. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to i.e., 3% of the Total contract value; which can be provided in the form of a bank guarantee.
- II. In case any services is not found as per the prescribed Specification as given in clause 3.2, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a 3% of the estimated cost and shall be recovered by appropriation from the Performance Security.

Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement/contract Value per day, subject to a maximum of 10 % of the work value shall be imposed. However, in case of delay due to reasons beyond the control of the bidder, suitable extension of time shall be granted.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the Event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 1.9.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2 Commencement of Services

The agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an Event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, 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 pre Event), confiscation or any other action by government Agency

Force Majeure shall not include

- Any Event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor

- Any Event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - 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.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an Event of Force Majeure, provided that the Party affected by such an Event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an Event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of a Event of Force Majeure, the agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the Events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Authority shall give a not less than thirty (30) days' written notice of termination to the Event Agency, and sixty (60) days' in the case of the Event referred to in (e).

- a) If the Event Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- b) If the Event agency becomes insolvent or bankrupt.
- c) If the Event Agency, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Event Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Event Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2 By the Event Agency

The Event Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the Events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Authority fails to pay any money due to the Event agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the /Event Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Event agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Authority shall make the following payments to the agency:

- payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination.
- except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third Parties.

3.2 Responsibility of the Bidder

The Bidder shall be fully responsible for site review of the services conforming to relevant Indian or International standards in accordance with the Authority.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Authority, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to pre Event accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Authority from time to time.

3.3 Confidentiality

Except with the prior written consent of the Authority, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 12 months from the date of termination of the Contract.

3.4 Documents prepared by the Bidder to be the property of the Authority

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Authority, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Authority

- a. Assistance and Exemptions - The Authority shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Event Agency under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Bidder

5.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by separate work orders issued for the Event organised by authority in the contract period and unit price of the line items will be valid for the complete contract period (as determined by the financial quote in the RFP stage).

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 2.5. The Contract fee shall be exclusive of taxes or similar charges, unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Penalty

In case any service is found to not be as per the prescribed norms or is not carried out in time, i.e. if fails to provide the services in time, the Authority may impose penalty in addition to the liquidated damage.

In case the services provided by the bidder are found to be unsatisfactory or if any incidence of misbehaviour by the staff of the bidder is reported or service is not provided in time, then the Authority may impose a penalty of 5% of the estimated cost.

In the event of failure of the bidder to recoup the quality in the mutually agreed time frame, The Authority shall be entitled to terminate the contract and forfeit performance security. The Authority may impose additional penalty depending upon the quantum of breach for such cases.

7. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

8. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Kanpur, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the Event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Kanpur, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Kanpur, Uttar Pradesh.

Courts located in Kanpur shall have exclusive jurisdiction to settle dispute arising under this agreement.

7. ANNEXURE C (BOQ):

S.No	Item	No. of Qty	Unit	Per unit cost
1	Class A category Cities – Uttar Pradesh			
1.1	Venue booking charges - 5 Star Hotel (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
1.2	100 members	1	No's.	
1.3	150 members	1	No's.	
1.4	200 members	1	No's.	
1.5	Venue booking charges - 4 Star Hotel (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
1.6	100 members	1	No's.	
1.7	150 members	1	No's.	
1.8	200 members	1	No's.	
1.9	Venue booking charges - 3 Star Hotel or below (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
1.10	100 members	1	No's.	
1.11	150 members	1	No's.	
1.12	200 members	1	No's.	
1.13	Venue booking charges - Normal Property (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
1.14	100 members	1	No's.	
1.15	150 members	1	No's.	
1.16	200 members	1	No's.	
2	Class B category Cities – Uttar Pradesh			
2.1	Venue booking charges - 4 Star Hotel (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
2.2	100 members	1	No's.	
2.3	150 members	1	No's.	
2.4	200 members	1	No's.	
2.5	Venue booking charges - 3 Star Hotel or below (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	

Selection of Event Management Agency

S.No	Item	No. of Qty	Unit	Per unit cost
2.6	100 members	1	No's.	
2.7	150 members	1	No's.	
2.8	200 members	1	No's.	
2.9	Venue booking charges - Normal Property (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
2.10	100 members	1	No's.	
2.11	150 members	1	No's.	
2.12	200 members	1	No's.	
3	Class C category Cities – Uttar Pradesh			
3.1	Venue booking charges - 3 Star Hotel or below (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
3.2	100 members	1	No's.	
3.3	150 members	1	No's.	
3.4	200 members	1	No's.	
3.5	Venue booking charges - Normal Property (including all the facilities, amenities & *Equipment's for conducting a workshop/event and Food & Beverages) 50 members	1	No's.	
3.6	100 members	1	No's.	
3.7	150 members	1	No's.	
3.8	200 members	1	No's.	

Note:

- “Day” means the Event date; no payment shall be made for preparation duration.
- All rates shall be exclusive of all taxes.

***Below mentioned equipment's may be used for conducting the Workshop/Events/Seminar (no rates required for these equipments and mentioned only for reference):**

*Equipments as mentioned below	
Items	Items
LED TV HD 32 inch	Stage
HD 42 inch	VVIP Sofa set (Two-Seater)
HD 50 inch	Single Seater Sofa
HD 55 inch	Glass centre Table (5ft x 2.5 ft)
Plasma TV Plasma 32 inch	Centre Table with cover (5ft x 2.5 ft)
Plasma 42 inch	Coffee Table (5ft x 2.5 ft)
Plasma 50 inch	Wooden Round Table with cover
Plasma 55 inch	Tent Table (6ft x 3 ft)
Flowers for Guest welcome & Venue beautification	Banquet chair with cover & Bow
Deepdan for Lamp Lighting for Inauguration	PVC Chair
Colour Printer	Podium
Black & White Printer	Dias
Laptop	Carpeting
Extension Cord	View Cutter wall or Side Panel wall
Print paper A4	Stage backdrop as per approved design event specific
A3	LED Screen gala frame
ITC Matt 300 gsm Multicolored	Console masking fabric frame
Executive Bond Paper 75 gsm	LED Riser
Envelope Matt Finished	Genset capacity upto maximum 8 hrs
Envelope Glossy Finished	MICS Handheld Cordless Mics
INDOOR AUDIO EQUIPMENT PA System for Conference 50 - 100 people	Corded Mics on Stand
PA System for Conference 100 - 200 people	Cordless Lapel Mics
PA System for 200 - 250 people	Head set Mics
OUTDOOR AUDIO EQUIPMENT PA System for Conference 100 - 200 people	Podium mikes
PA System for 200 - 250 people	LIGHTING EQUIPMENT: EXHIBITION FIXTURES With Bulbs
MANPOWER SERVICES MALE USHER	With Halogen
FEMALE USHER	With white lights
Selfie point as per approved design for event specific 5.5ft x 2.5ft	Podium Light
Standess as per approved design for event specific 5ft x 2ft	Stage Lighting Parcans