



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5191652

Dated/दिनांक : 22-07-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-08-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-08-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Bureau Of Energy Efficiency
Item Category/मद केटगरी	Event or Seminar or Workshop or Exhibition or Expo Management Service - National; Theme Based Events; Conceptualization and Planning, Coordination and Staffing, IT related work, Marketing and Promotion, Participation arrangements, Venue Development, ..
Contract Period/अनुबंध अवधि	3 Year(s) 1 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	40000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	1000000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	3

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Delhi

### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Compliance/एमआईआई अनुपालन

MI Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated

cost; or  
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:** Similar Project Experience: Seminars/Conferences/Exhibitions, Forums/Conclaves/ or any combination of the same related to fields of Infrastructure Sector/Energy/Energy Management /Carbon Neutrality/Climate Change/ Energy Transition or any other similar field for a State Government/ Central Government/ National apex PSUs’ or any Government of India event outside India with more than 500 participants and more than 10 international speakers.

**During the (full) duration of contract or contract period Service provider must have a dedicated team of manpower strength of XX to conduct events:5**

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As mentioned in RfP	100	75	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 75

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
05-08-2024 15:00:00	Through VC, Link in provided in RfP

**Event Or Seminar Or Workshop Or Exhibition Or Expo Management Service - National; Theme Based Events; Conceptualization And Planning, Coordination And Staffing, IT Related Work, Marketing And Promotion, Participation Arrangements, Venue Development, .. ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Location of event	National
State	NA
District	NA
pincode	NA
Nature of events	Theme Based Events
Category of work required	Conceptualization and Planning , Coordination and Staffing , IT related work , Marketing and Promotion , Participation arrangements , Venue Development , As mentioned in RfP
Event premises	Third-party premise

Specification	Values
Duration of event	Three day
Coverage of the event	Webcasting Open for all , Videography , Photography , Report Writing , As mentioned in RfP
Boarding	Water Bottles , Separate space for lunch/dinner of the Chief Guest/ Resource Persons , Dinner , Lunch , Two High Teas , As mentioned in RfP
Inclusion for the event	Backdrop Standees , Certificates , Flower Decoration , Internet Facility , Laptop , Mike and Sound Setup , Printer , Projector , Stage , Welcome Lamp , Participation kit for attendees , As mentioned in RfP
Seating arrangement	Classroom style , Cluster/Banquet Seating , Theatre Style , U-Shape , As mentioned in RfP
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Estimated/ Indicative number of participants in the event	1000

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of event to be organized	Additional Requirement/अतिरिक्त आवश्यकता
1	Anil Kumar Rai	110066,4th Floor, SEWA Bhawan, R.K.Puram, Sec 1	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

##### 3. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Bureau of Energy Efficiency

Account No.

89830100010654

IFSC Code

BARB0VJBCPL

Bank Name

Bank of Baroda

Branch address

Bhikaji Cama Place, New Delhi-110066

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

# **Request for Proposal (RFP)**

**For**

**Selection of Event Management Agency (EMA) for**

**Conceptualizing, Curating & Executing Three-day International Conference**

**ANGAN (Augmenting Nature by Green Affordable New-habitat) 2024**



**Last Date & Time for Submission of Bids:**

**22/08/2024, 04:00 PM**

**Bureau of Energy Efficiency (BEE)**

**Ministry of Power, Government of India**



## **Disclaimer**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the Bureau of Energy Efficiency (the Authority) or any of its employees or advisors is final and binding. The same is provided in the terms and conditions of this document.

This RFP is not agreement and is neither an offer nor invitation by the authority 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 making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the project. 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 authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Information provided in this RFP 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.

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder 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 for participation in this BID Stage (from RFP Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever arising from reliance of any Bidder upon the statements contained in this RFP. The Authority 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 the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

## Request for Proposal (RFP) notice

The Bureau of Energy Efficiency (BEE) intends to invite Request for Proposal (RfP) (techno-financial Bid) from interested and technically qualified agencies for “Selection of Event Management Agency (EMA) for Organizing Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat)”.

Interested bidders may download the RfP document from the BEE website ([www.beeindia.gov.in](http://www.beeindia.gov.in)) from 23.07.2024.

Pre-Bid Meeting will be held on 05<sup>th</sup> August 2024 at 11:00 AM through Video Conference (VC). Intended bidders shall provide the email ID of the same to Contact Person of BEE given under “General Information” of this RfP document by 04<sup>th</sup> August 2024.

The bid must be submitted with Earnest Money Deposit (EMD) and a non-refundable Bid-document Processing fees of ₹ 10,000/- (₹ Ten Thousand only) separately in the form of Demand Draft drawn in Favor of “Bureau of Energy Efficiency, New Delhi”, payable at New Delhi or through NEFT/RTGS.

The DDs needs to be sent to Secretary, Bureau of Energy Efficiency, 4<sup>th</sup> Floor, Sewa Bhawan, R. K. Puram, New Delhi – 110066. The DDs proposal/bid should reach by the date and time of opening of the Technical Bids, mentioned in the Bid Data Sheet (BDS).

Though adequate care has been taken while preparing the RfP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within five (05) days from the date of notification of RfP document / Issue of the RfP document, it shall be considered that the RfP document is complete in all respects.

BEE reserves the right to modify, amend, supplement or cancel this RfP document, without assigning any reason.

While this RfP document has been prepared in good faith, neither BEE nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP document, even if any loss or damage is caused by any act or omission on their part.

Sd/-

Secretary, BEE

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## 1. Definitions

- I. **"Affiliates/Group Companies"** means membership firms operating under the common brand name and engaged in similar activities of providing consulting services, registered in India.
- II. **"Assignment" or "Project" or "Services" or "Job"** means the work to be performed by the Bidder pursuant to the contract as and when required for which the RFP is published.
- III. **"Agency"** shall mean the bidder whose both technical and price bid will be accepted by the BEE for award of the Work and shall include such successful bidder's legal representatives, successors and permitted assignees.
- IV. **"BEE"** means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110 066.
- V. **"Bidder/Applicant/Consultant"** means the entity or firm submitting its proposal for providing services to BEE.
- VI. **"Contract" or "agreement"** /acceptance of the RFP terms and Conditions and Work Order Issued means the contract signed by the parties.
- VII. **"Contract"** means the agreement entered into by the BEE and successful bidder as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- VIII. **"Contract Price"** shall mean the lump-sum firm price quoted by the agency in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- IX. **"Date of Contract"** shall mean the date on which notification of award of contract / letter of award has been issued.
- X. **"Day"** means a calendar day.
- XI. **"Notification of Award of Contract" / "Letter of Award"** shall mean the official notice issued by the BEE notifying the agency that his bid has been accepted.
- XII. **"Owner"** means Bureau of Energy Efficiency (BEE), 4th Floor, Sewa Bhawan, R. K. Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- XIII. **"Parties"** - Party or Parties means BEE or Bidder or both, as the case may be.
- XIV. **"Partner"** means a partner as defined under the Partnership Act, 1932, and also includes a professional sharing profit in a consulting firm/LLP under the Limited Liability Partnership Act, 2008.
- XV. **"Proposal/Bid"** means the Eligibility/Pre-qualification and Technical Proposal.
- XVI. **"RFP"** means this "Request for Proposal" prepared by BEE for the selection of a Bidder.
- XVII. **"Terms of Reference (TOR)"** means the section included in the RFP (at Section 4) that explains the tentative Scope of Work, activities, and tasks to be performed by the Bidder selected under this RFP.
- XVIII. **"Work"** shall mean and include Organizing Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat) as per agreed specifications defined in the contract.

## 2. Bid Data Sheet (BDS)

S No	Key Information	Details
1	Assignment Title	Selection of Event Management Agency (EMA) for Conceptualizing, Curating & Executing 3-days International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat) 2024
2	Purchaser	Bureau of Energy Efficiency, MoP, Govt. of India
3	Location	New Delhi
4	Date of publication of the RFP	22 <sup>nd</sup> July 2024
5	Last date of submission of Queries	02 <sup>nd</sup> August 2024
6	Pre-bid Meeting	05 <sup>th</sup> August 2024, 03:00 PM (through VC, link is provided below this table)
7	Bid Submissions	Government e Marketplace (GeM) website (gem.gov.in)
8	Method of Selection	Single stage Two bid system (Technical and Financial)
9	Earnest Money Deposit (EMD)	The bidder is required to submit EMD of Rs. 10 Lakhs only in the form of Account Payee Demand Draft, from any of the commercial banks in favour of "Bureau of Energy Efficiency, New Delhi", Payable at New Delhi.
10	Performance Security	The successful bidder(s) is required to submit Performance security equivalent to 5% of the estimated contract value in the form of Account Payee Demand Draft from any of the commercial banks in favour of "Bureau of Energy Efficiency, New Delhi", Payable at New Delhi valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder.
11	Last Date and time for submission of bids	30 Days from the date of uploading of RfP i.e., 22/08/2024 till 04:00 PM
12	Opening of Technical Bids	04:30 PM on the last date of submission i.e., 22/08/2024
13	Opening of Financial Bids	To be intimated later (only to the technically qualified bidder)
14	Scope of Work	The detailed scope of work is provided in the RFP
15	Language of bid	The bid should be submitted in English
16	Bid validity	150 days from the date of submission of Bid
17	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP.
18	Process of selection	<p>The process of selection of successful Bidder would be as follows:</p> <ol style="list-style-type: none"> <li>Issue of RFP</li> <li>Pre-Bid Meeting/ Clarification /Corrigendum (if any)</li> <li>Submission of Bids</li> <li>Opening of Technical Bids <ol style="list-style-type: none"> <li>Pre-Qualification evaluation</li> <li>Technical Bid Evaluation of Qualified Bidders</li> <li>Physical display of items and Presentations of the Qualified Bidders</li> </ol> </li> <li>Opening of Financial Bids for the Bidders that are Technically Qualified</li> <li>Issue of Work Order to the L1 bidder</li> </ol>

19	Address for Communication	Shri Saurabh Diddi, Director, Bureau of Energy Efficiency, 4 <sup>th</sup> Floor, Sewa Bhawan R. K. Puram, New Delhi - 110066 (INDIA) Email: <a href="mailto:sdiddi@beeindia.gov.in">sdiddi@beeindia.gov.in</a> , cc to: <a href="mailto:m.anand@beeindia.gov.in">m.anand@beeindia.gov.in</a> , (011-26766835) <a href="mailto:pankaj.sharma@beeindia.gov.in">pankaj.sharma@beeindia.gov.in</a> (011-26766843)
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- I. Interested bidders must satisfy all eligibility criteria stated in the relevant section of this document.
- II. Interested bidders may visit the site (Project Location) and do the Recce and to be familiarized before bidding for the project. BEE will appoint single point of contact (SPOC) for site visit coordination.
- III. The Operator(s) hereinafter referred as “Event Management Agency (EMA)” for ANGAN would require providing quality facilities, products and services, which would be pre-defined by BEE.
- IV. Link for Pre-bid meeting is as follows:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTc4Yzg5ZWQtODYzOC00OTU1LWI3YmEtYmRjMDg0Y2QwMDI0%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTc4Yzg5ZWQtODYzOC00OTU1LWI3YmEtYmRjMDg0Y2QwMDI0%40thread.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d)



### 3. Background and objective of the RfP

#### 3.1. Energy Conservation Act, 2001

The Energy Conservation Act, 2001 (EC Act) forms the core of the legal framework put in place by India to promote energy efficiency and conservation. EC Act came into force with effect from March 1<sup>st</sup> 2002.

#### 3.2. About BEE

The Government of India set up Bureau of Energy Efficiency (BEE) ([www.beeindia.gov.in](http://www.beeindia.gov.in)) on 1<sup>st</sup> March 2002 under the provisions of the EC Act, 2001. The mission of the BEE is to assist in developing policies and strategies with a thrust on self-regulation and market principles, within the overall framework of the EC Act, 2001 with the primary objective of reducing energy intensity of the Indian economy. This will be achieved with active participation of all stakeholders, resulting in accelerated and sustained adoption of energy efficiency in the industries, building, transport, institutions and appliances sectors.

#### 3.3. ANGAN (Augmenting Nature by Green Affordable New-habitat)

##### 3.3.1. Background

An international conference ANGAN (Augmenting Nature by Green Affordable New-habitat) focussed on Energy Efficiency in Building Sector and organised, at every alternate year, jointly by the Bureau of Energy Efficiency and multilateral/bilateral like GIZ (under the Indo German Technical Cooperation) and Indo-Swiss Building Energy Efficiency Project (BEEP).

The objective of ANGAN is to deliberate on various thematic tracks leading India on the road to Net Zero Energy and Low Carbon Buildings. To exhibit the wide array of work undertaken in India by all levels of Indian Govt., research organizations, academia, implementation agencies, private developers and the construction industry with regards to ensuring energy efficiency and sustainable practices in buildings. It fosters the knowledge exchange and skills, provides platform to connect stakeholders. Eminent speakers gather to debate, discuss and deliberate on the aspects of sustainability, best practices, technologies, policies etc. required for sustainable development. Due to lack of awareness and knowledge about latest technologies, financial assistance, suppliers and purchase of energy efficient equipment, etc. efforts on energy efficiency and conservation in this sector have been moderate and therefore require greater push. This event aims to provide thrust in this direction to address such challenges faced by the stakeholders.

As part of this event, an exhibition on Energy Efficient Building Material Suppliers, Technology suppliers, Research Institutions and Universities displayed latest things in the Building Energy Efficiency Sector is also displayed. The delegates get opportunities to interact with building experts and policy makers and understand the economically viable options in the construction of Commercial Buildings as well as Residential Building Sector. Apart from energy savings, the emphasis is also given to other resources like water and other materials that can be saved in Building sector

**ANGAN 2019-** The first ANGAN was organised in 2019 by BEE in collaboration with GIZ under the Indo German Technical Cooperation. Speakers, Delegates, Experts and Policy Makers across 16 countries participated in this three-day event. The participants from Central and State local authorities as well as Technology providers and Experts, practicing Architects and University Students were invited. The Experts discussed various alternative options and technologies in the field of design and construction of energy efficient Commercial as well as Residential Buildings and suggested the effective ways in implementing the same through policies and programmes. It was estimated that an investment of Rs. 2000 billion in Building energy efficiency activities would lead to a cumulative savings of 388 billion units of electricity for the next ten years with payback of about 2 years.

Eminent speakers and dignitaries like Dr Ajay Mathur (Director General, The Energy and Research Institute), Mr Sonam Wangchuk (Founder- Director, SELCMOL), Prof. Deo Prasad (CI & CEO CRCLCL, Sydney) and others from different parts of the world, gathered to debate, discuss and deliberate on the aspects of sustainability in the context of inclusiveness, international cooperation and education. Stakeholders from the energy efficiency sector also showcased technologies in the area of insulation, AAC block, Glass window, Fenestration shooting etc. for energy efficiency in buildings through many parallel sessions were also organised on 18 thematic tracks as part of agenda of ANGAN 2019. As part of this event, an exhibition on Energy Efficient Building Material Suppliers, Technology suppliers, Research Institutions and Universities displayed latest things in the Building Energy Efficiency Sector was also displayed.

The next ANGAN was supposed to be organised in alternate year i.e., 2021, however, due to pandemic, the event was organised in 2022.

**ANGAN 2022-** Organised jointly by the Bureau of Energy Efficiency and the Indo-Swiss Building Energy Efficiency Project (BEEP) The Indo-Swiss Building Energy Efficiency Project is a bilateral cooperation between the Ministry of Power (MoP), Government of India and the Federal Department of Foreign Affairs (FDFA) of the Swiss Confederation. The Bureau of Energy Efficiency (BEE) is the Implementing agency on behalf of the MoP while the Swiss Agency for Development and Cooperation (SDC) is the agency on behalf of FDFA.

The conference held over two and a half days, with an inaugural session, a keynote session, 5 plenary sessions and 8 thematic technical sessions and brought together more than 500 domain experts, practitioners and other Indian and international stakeholders. This conference also showcased various low-carbon products, technologies and innovations applicable in the building sector.

More details about ANGAN 2022 may be obtained from the website: <https://www.angan2022.com/>

### 3.3.2. Objective of this RfP

**Proposed ANGAN 2024-** The upcoming ANGAN event 2024 is anticipated to be on a larger scale and is proposed to be organised in September 2024 under UNDP-GEF-BEE project for “Accelerating adoption of super-efficient technologies for sustainable thermal comfort in buildings in India”.

This RfP is to hire an Event Management Agency (EMA) and the agency is expected to proactively engage in the following areas:

- a. Event management from concept to execution and post event follow-ups.
- b. Hospitality, Protocol & Transportation & liaison support for Government, Quasi-Government and Industry Delegates.
- c. Media & Publicity activities (Print advertisement, Audio Visual advertisement, Newspaper advertisement, Magazine advertisement, Domestic & International branding of the Event, press conferences, social media promotion, Website management, digital wall displays etc).
- d. Printing of event documents, collaterals and publicity materials.
- e. Hiring/engaging and supervising of other agencies for proper and successful implementation of the said event.

Detailed scope of work and other details provided in the relevant sections.

## 4. Terms of Reference (ToR)

### 4.1. Event Location

The location of the event should be preferably Bharath Mandapam, IECC, Pragati Maidan, New Delhi, or YASHOBHOOMI (India International Convention and Centre), Dwarka, New Delhi or any Five Star Hotel, which can accommodate the requirements of the event.

### 4.2 Event Duration

The event shall be a three-day event and positively to be held in the month of September 2024. The Bidders are advised to understand the requirement and plan their approach and engagement of Resources for the completion of tasks accordingly.

### 4.3 Scope of Work

(i) The selected event management agency will be entrusted with the responsibility of conceptualizing the event plan, taking into consideration the venue and BEE's specific requirements. Notably, the event is expected to be attended by High Dignitaries. The agency is required to precisely plan and execute the event in alignment with the provided event brief. Given the substantial magnitude of this event, it necessitates comprehensive efforts, coordination, and effective liaison on multiple fronts simultaneously. The chosen agency should possess prior experience in managing events of a similar scale. Familiarity with protocols, guidelines, and systems associated with organizing such events is crucial.

(ii) The agency is expected to proactively engage in the following areas:

- a. Event management from concept to execution and post event follow-ups.
- b. Hospitality, Protocol & Transportation & liaison support for Government, Quasi-Government and Industry Delegates.
- c. Media & Publicity activities (Print advertisement, Audio Visual advertisement, Newspaper advertisement, Magazine advertisement, Domestic & International branding of the Event, press conferences, social media promotion, Website management, digital wall displays etc).
- d. Printing of event documents, collaterals and publicity materials.
- e. Hiring/engaging and supervising of other agencies for proper and successful implementation of the said event.
- f. It will be a 3 days event in Delhi NCR, with more than 1000 pax/day.

(iii) The selected Bidder will have to provide requisite competent manpower and services as below in addition to any other activity for successful implementation of the event:

#### 4.3.1 Pre-Event Responsibilities

##### 4.3.1.1 *Conceptualisation and Planning for the event*

- (i) Consultant shall organize International Conference (ANGAN) for 3 days in Bharat Mandapam, IECC, Pragati Maidan, New Delhi, or YASHOBHOOMI (IICC), Dwaraka, New Delhi or any Five Star Hotel in Delhi where more than 1000 person should participate. Conference will have three parallel sessions and exhibition. Consultant shall arrange all the requirements for the conference and shall include all cost in the bid. This conference will be held in the year 2024 and 2026, if contract extended.
- (ii) Conceptualize the Event plan, its scope, objectives and deliverables based on the venue and BEE's requirements and maintain a universal theme for all aspects of the Event execution in coordination with vision for the event.

- (iii) Design the Event flow, which would include the inaugural ceremony, various parallel sessions/activities, business meetings (B2B/B2G), publicity events, conferences, seminars, exhibitions, closing ceremony, dinner, cultural programs, etc.
- (iv) Create the Event Execution Plan for executing the Event indicating specific timelines with the respective milestones along with detailed specifications of works to be carried out.
- (v) Coordinate with Media Partners and give inputs on the ways and means for promoting & smooth execution of the event.
- (vi) Entertainment Activities.
- (vii) The selected agency must identify all risks associated with the planning and delivery of the services for the event and shall have ready strategies to mitigate such risks.

#### *4.3.1.2 Venue Development*

- (i) Overall development of venue (pavilions, seating arrangement, carpeting, stalls, hoardings, banners, appropriate decoration and branding, audio, video, photography, videography and lighting arrangements, special effects, acoustic effects, rest rooms and other elements that are generally required in large scale events) as per plans approved by BEE. In case the venue gets changed, the agency will have to make necessary arrangements accordingly.
- (ii) Help Desks with registration desk, coordination with adequate support (Liaison Officers, provision for ushers, coordinators, etc.).
- (iii) Arrange for the setting up of the stage(s) including designing of backdrop, VIP seating, master of ceremony etc.
- (iv) An advance Helpdesk (for handling email, phone, and postal queries/ assistance sought) should be set up as one of the very first deliverables and at the earliest within six months up to the actual event. Helpdesks at event location should be an extension of this facility. This team will also take up aspects related to online registration of international and/or Indian delegates, offline registration at Venue as and when directed by BEE.
- (v) Engage all Vendors / Sub Vendors required for carrying out all the above said services as per the sample/option approved by BEE. Also, to ensure the deliverances of all services to the fullest satisfaction of BEE.
- (vi) Procure all the necessary clearances and make arrangements for the security protocols of the VIP movement during the event.
- (vii) Hiring of Photographer for the duration of the event and videography etc
- (viii) Minimum 200 photographs in album and minimum 500 photographs & full videography of the event in CD/pen drive (edited and unedited)
- (ix) The selected agency will be responsible to ensure that suitable manpower is present at the site for setting up and maintenance of the venue and coordination of the event till the end.
- (x) All screens used for the event must be LED and should be sufficiently wide and tall to ensure there are no visibility issues for participants, even those seated at the furthest ends.

#### *4.3.1.3 Participation Arrangements*

- (i) The selected agency should coordinate with the Partner(s) to ensure participation from prospective dignitaries across the industry and should confirm their presence.
- (ii) Co-ordinate with the Media Partner (s) for obtaining the list of speakers, panellists and invitees and arrange for printing invitations and posting of the same. Invites would be sent out to speakers, VIPs, Guests, Dignitaries, Delegates etc. at least 30 days before the event and attendance / participation ensured.
- (iii) International Speakers (at least 20 confirmed numbers as agreed by BEE):
  - a) The selected agency is responsible for all coordination tasks to ensure that the international speakers have commuted to New Delhi and back to their country/ city.

- b) The travel, accommodation, per diem and professional fees will be carried by selected agency.
- c) The selected agency will be required to coordinate between the speakers and BEE Office towards their logistics, itinerary, visa and Ministerial clearances.
- (iv) National Speakers (at least 30 confirmed numbers as agreed by BEE):
  - a) The travel, accommodation, per diem and professional fees will be carried by selected agency.
  - b) Invitation letters, boarding, lodging, local travels and ticketing will be undertaken by the selected agency.
- (v) Arrange for food stalls/ Food Court and catering on the days of the event.

#### *4.3.1.4 Marketing and Promotion*

- (i) To create a sense of inclusivity and participation along with “buzz” about BEE in the months leading up to the actual event in xxxx 2024, the agency may suggest the tentative plan for the pre-launch activities and related financials as an optional item. If it is selected, the agency will be executing the pre-launch activity.
- (ii) Placement of billboards, hoardings, road maps and flags in the city as also obtaining necessary permissions/clearances from respective authorities.
- (iii) Arrangements for banners, badges, flyers, pamphlets, program brochures, fair guide etc. in conjunction with the theme provided by Media Partner and produce a final print.
- (iv) Development of advertisements for both international and national forum. Targeting of the international forums through e-platforms.
- (v) End to end invitee management including printing of cards, inviting the participants, maintaining the invitee database etc.
- (vi) Ensuring the participation (identification, invitation, and follow-up) of at least 500 building energy efficiency professionals (national and/or international). Contractor to ensure the online registration and mix of professionals (architects, engineers, policy makers, academicians, builders, manufacturers etc) as per the discussion with BEE and update the advisory committee on time-to-time basis. Consultant to send across e-invites and tele-calling follow up with the invitees to ensure participations
- (vii) The agency shall facilitate the live streaming of the event on the media and social media platforms like YouTube, Instagram, Facebook, LinkedIn etc.

#### *4.3.1.5 Coordination and Staffing*

- (i) Coordinating with other Central Ministries, State Governments, industry captains and associations, Knowledge Partner(s), other agencies hired for the said purpose and associated with BEE to ensure smooth functioning of the event.
- (ii) Coordinating with relevant agencies for getting requisite permission, NOCs and approval for various activities like blocking of venue, power/water supply, firefighting arrangements, traffic authority, security, visa approvals, insurance and other such activities.
- (iii) Report the progress of activities to BEE along with Media and other Partner(s)/agencies every alternate week on a designated day as per a schedule decided by BEE.
- (iv) Event Partner should nominate a team of five people from its team, which should work, as the single contact point for BEE / Media and other Partner(s) for all coordination purposes. This team should, however, be assisted by the back office, senior management and international offices of the eventual Event Partner.
- (v) To provide experienced manpower as per requirement of event having domain knowledge and expertise to handle the allocated work efficiently and provide details of their team members with experience as decided in consultation with BEE.

- (vi) There must be a minimum of four 6-seater vehicles with assigned drivers present at the venue at all times to assist the hosts with coordination and any other necessary tasks. These vehicles should be prepared and accessible whenever needed.

#### *4.3.1.6 Website Development*

Develop conference website and maintenance of the same, including but not limited to, website graphics, content, regular updates, exporting data from the website for quick reference to BEE. The consulting company shall be responsible for hosting this website. The website shall be maintained till 31<sup>st</sup> March 2025. The website shall contain all the information pertaining to the conference, including but not limited to, following information:

- a. Theme of workshop – vision, mission, objectives.
- b. Draft Programme and updated final Programme
- c. The consulting company shall be responsible for organizing at least 50 sessions for the event
- d. Details of the Advisory committee
- e. List of speakers
- f. Contact details for posting queries
- g. Accommodation assistance for participants (if required)
- h. FAQs
- i. Participant registration and contact details compilation.

#### *4.3.1.7 Designing and Printing*

- (i) Designing and Printing of Brochure
- (ii) Designing and Printing of Delegate Directory and Booklets and other relevant
- (iii) papers
- (iv) Designing and Printing of Back Drop, Banners, Signage, Standees, invitation
- (v) Cards, Table Tops, Folders.
- (vi) Identity Cards for Buyers / Sellers / Govt. officials
- (vii) Media Kit and brief.
- (viii) Designing and printing of stalls Fascia name, back drops, podium cover

#### *4.3.1.8 Stage Management*

- (i) Provide a Stage Manager and Assistant Stage Manager to oversee the execution of the program, as detailed herein;
- (ii) Designate a staff member to support all delegates/speakers before and during the event, including on-site greeting, hold room arrangements, and ensuring smooth program participation;
- (iii) Draft, update, and finalize run of show documents including cue-to-cue;
- (iv) Oversee the execution of the program;
- (v) Provide a director to oversee the execution of all A/V elements in coordination with the Stage Manager, Assistant Stage Manager and program;
- (vi) Schedule and manage rehearsals and draft briefing documents for program participants in collaboration with BEE;
- (vii) Schedule, manage, and supervise all rehearsals, video test runs, complete program rehearsal, performance rehearsals, etc.; and
- (viii) Supervise and manage teleprompter operator and uploading of the script.



#### 4.3.1.9 Other Arrangements

- (i) Receiving the VIP's, distinguished guests at the Airport, taking them to the designated hotel and ensuring their arrival at venue as per their schedule, taking back to hotel and helping them in their departure.
- (ii) One RSVP unit which will be responsible for distribution of invitations to invitees to seek the convenience of VIP invitees and making seating arrangements in consultation with BEE.
- (iii) Provision of Team Leader with a team who will be controlling the flow of events including backstage arrangements during the entire course of event.
- (iv) Developing ambience and theme activity wise.
- (v) Fabrication of a VIP Lounge.
- (vi) Three hostesses/host for the event.
- (vii) Decor & table arrangements for Lunch & Dinner including escorting arrangements for VIP's.
- (viii) Make available Printer, laptop etc. at venue & Stationery, IT Room, Fire extinguisher, General security, Power backup, Floral, Tea, coffee, water, refreshments etc.

#### 4.3.2 General Management

- (i) Provide general administration, management, day-of execution and manage on-site event registration;
- (ii) Create weekly reports for follow-ups and identify who should receive the reports;
- (iii) Arrange and manage seating arrangements;
- (iv) Manage the seating process for all guests and email tickets electronically prior to event;
- (v) Ensure all VIP guests, dignitaries, and sponsors are seated appropriately at event;
- (vi) Ensure all required insurance certificates are obtained;
- (vii) Ensure all required permit applications, if any, are submitted;
- (viii) Recruit, train, and supervise all staff and volunteers at event;
- (ix) Oversee the design, sound, lighting and construction of a set that is appropriate for the venue and the needs of event;
- (x) Oversee the design, sound and selection of stage set, including video screens, podium, and furniture;
- (xi) Oversee the design lighting, sound and technical layout including video screens, cameras, and teleprompters; and
- (xii) Ensure a full walk-through/rehearsal prior to the event.

#### 4.3.3 Post Event Responsibilities

- (i) To prepare a final report of Event.
- (ii) Reports of sectoral seminar proceedings along with recommendations and way forward.
- (iii) Film on the event (with visual info-graphics of the event outcomes).
- (iv) Post event souvenirs (Table calendars, Wall calendars, Dairies etc.)
- (v) Follow up Thank You letters to the delegates.

#### 4.3.4 Deliverables

- (i) Develop and update a detailed project plan for BEE with estimated delivery dates and agreed upon budget, which details anticipated tasks and required expenses;
- (ii) Maintain a budget spreadsheet of vendor costs related to Event;
- (iii) Secure the best possible pricing for all expenditures relating to Event, providing documentation (unless waived by BEE) showing that a competitive, fair and transparent Request for Quotations process was used and followed, where at least three vendors were considered and details supporting the reasoning as to why the selected vendor is ultimately recommended;

- (iv) Oversee and manage all approved vendor relationships and ensure vendor deliverables are delivered on-time, and maintain a vendor list as vendors are confirmed;
- (v) Manage submission of all invoices to ensure payments can be made in a timely manner
- (vi) Meet and act as primary point of contact for related vendors, including but not limited to the following:
  - (a) Food & beverage
  - (b) Production, to include the following:
    - Audio and Visual;
    - Lighting;
    - Set design and fabrication;
    - Décor (including floral);
  - (c) Branding and design, to include the following:
    - Printing (invitation, letters, tickets, pledge forms, table signs, sponsor and other signage, advertising materials, program book, etc.)
    - Gift bags
- (i) Liaise with any security details as needed.
- (ii) Provide BEE with regular updates of event progress on timeline;
- (iii) Draft, manage, and distribute a complete production schedule for the entire Event, including load in, setup, rehearsals, and strike, to all parties, including but not limited to the client, vendors, and venue;
- (iv) Collaborate with BEE to develop a script outline, gather remarks, and review all video content;
- (v) Provide timing cues to the overall event script to keep program on time and on message;
- (vi) Produce a final script and distribute to participants, including the emcee, in advance of technical rehearsals;
- (vii) Develop a deployment schedule for execution of day of Event and days leading up to Event; and
- (viii) Participate in weekly client meetings (or conference calls through any electronic means) or any additional meetings and/or calls as needed, or reasonably requested by BEE, including scheduling and walk-throughs;
- (ix) Submit a post-event evaluation report with recommendations to BEE.

#### 4.3.5 Scope not Exhaustive

The scope of work specified in the above paragraphs are not exhaustive and the event management agency shall undertake such other tasks as may be necessary to appraise the make the event more successful.



## 5. Eligibility Criteria, Evaluation of Bids and Award of Contract

### 5.1. Eligibility/ Pre-qualification Criteria

#### 5.1.1. General Eligibility Conditions

- (i) Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- (ii) The Bidder/operator must be a company/ firm registered under the Companies Act, 1956/2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860 for at least 10 (Ten) years. The Bidder/EMA must submit a Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, Udyog Aadhar, copy of valid Registration Certificates duly certified by CA engaged in conducting audit of the company etc.). In case of consortium (maximum 3 allowed), the lead partner must satisfy the above conditions.
- (iii) The applicant should have registered office in India. Indian subsidiary of any foreign company registered under the applicable Indian laws fulfilling eligibility conditions are also eligible to participate.
- (iv) Bidders/ prospective bidders convicted by any court of law OR who have criminal cases pending adjudication before any Court of law against them; and/or whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, either prior to or subsequent to bid finalization by Central Govt or any State Govt or any Govt agency/ies in past 5 years (from the date of publication of this RFP) shall not be eligible
- (v) It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non- compliance to any of the bid conditions, any suppression of information or misrepresentation of facts, etc. shall make the bid liable to be declared non- responsive and disqualified. Further, the Authority may forfeit the EMD and may take appropriate action for blacklisting of such bidders for a period of five years after following due process of law. This clause shall remain in force for the entire duration of the contract.

#### 5.1.2. Technical Eligibility Criteria

- (i) The proposed bidder shall be in existence of Event management services for more than 10 years as on XX March 2024.
- (ii) The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Assignments as assignments of work in the field of conceptualising, curating and organizing cultural events/ programmes for Government of India/ State Governments /PSUs / Private entities of which at least two (2) should be an event with international delegates

**Note:** Copies of work order/ Completion certificate need to be furnished in the respect of the same. Documentary proof (copy of Agreement / Work Order / Completion Certificate etc. of related projects) with project citation to substantiate the claims.

#### 5.1.3. Financial Eligibility Criteria

- (i) The bidder should have an annual average turnover of INR 16 Crores certified by chartered accountant of any three financial years during the last five financial years from Event management work (FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23). The company should not have incurred loss in more than two years in preceding 05 years (Excluding Covid years 2020-21 and

2021-22). Copies of Audited Balance sheet & Turnover Certificate as per Annexure 8 from Chartered Accountant certifying the same need to be closed.

- (ii) The Bidder should have minimum net worth of INR 10 crore or above, as on 31<sup>st</sup> March 2024, Net-worth certificate from chartered accountant needs to be enclosed.

**Note:**

- (a) Bidders have to submit CA certified Audited Balance Sheet and Profit and Loss Account.  
 (b) Net worth shall mean (subscribed and paid-up equity + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

## 5.2. Bid Evaluation Criteria

Only those Bidders who meet the minimum eligibility criteria as per Clause 4.2 shall qualify for evaluation of their Technical and Financial Bids. Evaluation of the Technical and Financial proposals will be based on two stages the bidder should qualify in the technical proposal for the financial bid to be opened and L1 in the financial bid will be allotted the work.

### 5.2.1. Technical Evaluation

- (i) Bidders would be invited to make a 45-minute (maximum) presentation of their technical bid before a Tender Evaluation Committee (TEC) of BEE on the date communicated to them and respond to the query of TEC based on RFP. After evaluation of the technical bids by the TEC, the financial bids of only selected EMA/EMAs would be opened for evaluation and consideration of award of work. Minimum 70% marks are required in Technical Bid to be selected for opening of Financial Bid. To be eligible for pre-qualification and short-listing for evaluation of Technical and Financial Bid, a bidder shall fulfil the following eligibility conditions.
- (ii) The Technical Proposal shall contain the following:
- (a) Letter of Technical Proposal Submission
  - (b) Concept plans as per the brief and requirement
  - (c) Visual renditions and storyboard
  - (d) Details of the performers/artists/experts for the project
  - (e) Details of creative team assigned for the project

The Technical evaluation will include the evaluation of the Technical Proposal followed by Presentation, as specified below:

Sl. No.	Criteria			Max. Marks
1.	Financial Strength Credential			Weightage
a	Average annual turnover of at least INR 16 Crores of any 2 financial years from Similar projects during the last 5 Financial Years (FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23).	≥15 Cr. and <20 Cr.	5	30
		≥20 Cr. but <30 Cr.	10	
		≥30 Cr. but <40 Cr	15	
		≥40 Cr	20	
b	The Bidder shall have net worth as on 31 <sup>st</sup> March 2024	≥10 Cr. but <12.5 Cr.	5	
		≥12.5 Cr. but <15 Cr.	8	
		≥15 Cr	10	
2.	Similar Project Experience: Seminars/Conferences/Exhibitions, Forums/Conclaves/ or any combination of the same related to fields of Infrastructure Sector/Energy/Energy Management /Carbon Neutrality/Climate Change/ Energy Transition or any other similar field for a State Government/ Central Government/ National apex PSUs' or any Government of India event outside India with more than 500 participants and more than 10 international speakers.			

a.	Number of Similar Projects executed during the last 5 financial years for State / Central Govt./ PSU/ Private Entities for minimum total value of INR 50 crores.	5 Projects with cumulative value of INR 50 crores: 15 Marks		20	40
		7 Projects with cumulative value of INR 75 crores – 17 marks			
		9 Projects with cumulative value of INR 100 crores – 19 marks			
		10 or More Projects with cumulative value above INR 100 crores- 20 marks			
b.	Prior experience of conducting Technical and Cultural events (in the domain of tourism/culture/festival) for international scale for Central govt/ State govt/ PSUs/ Private entities during the last 5 years	2 Projects: 5 Marks		10	
		3 Project – 7 marks			
		4 Projects – 9 marks			
		5 or More Projects - 10 marks			
c.	The firms having or in collaboration with a reputed PR agency for indulging celebrities of different fields like famous Sports personalities, Movie stars, Influential speakers and other renowned personalities.			10	
3.	Technical Presentation				
a.	Thematic Concept and Value Addition Components: Presentation of proposed thematic concept showing all major elements and incorporating innovative concepts to enhance overall experience of the project. The weightage of scoring towards the criteria specified in the scope of work will be as under:				30
	Criteria			Weightage	
	Technical Sessions, Stalls & Cultural Performances			40%	
	Novelty and Creativity			20%	
	Central Theme Projection			20%	
	Story Telling, Grandeur and Scale			10%	
	Miscellaneous			10%	
Total (1+2+3)					100

(iii) The qualifying technical score (Ts) for opening of the financial bid is 75, out of which cumulative score for (1) and (2) should be 50 marks or above and at least 20 marks for (3).

### 5.2.2. Financial Proposal Evaluation

- (i) The financial bid of only those bidders who are shortlisted after technical evaluation will be opened for financial evaluation in the sequence given in BDS.
- (ii) For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Financial proposal will be submitted in a respective section on the GeM portal.
- (iii) Bidder shall mention the financial quote for the project as per the table given in Annexure 9: (Financial Proposal) and Indicative line items to be mentioned in Annexure 10.
- (iv) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- (v) Financial quote of L1 among the technically qualified ones will be selected.
- (vi) The L2 Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.

## 6. Instructions to Applicants/Bidders

### 6.1. General Provisions

#### 6.1.1. Introduction

- (i) Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by BEE.
- (ii) Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by BEE. BEE is under no obligation to award a contract to any Bidder as a result of this RFP.
- (iii) As part of the bid, it is desired that the Bidder registers at the Government e Marketplace (GeM) website (gem.gov.in).
- (iv) All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- (v) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- (vi) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. In the Technical Proposal there shall be a letter of authorization/written Power of Attorney.
- (vii) Validity of the proposal shall be 150 days from the last date of submission of the proposal.
- (viii) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

#### 6.1.2. Fraud & Corruption, Gifts and Hospitality

- (i) BEE strictly enforces zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation.
- (ii) Bidders/vendors shall not offer gifts or hospitality of any kind to BEE staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- (iii) In pursuance of this, BEE
  - a. Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
  - b. Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a BEE contract.

#### 6.1.3. Conflict of Interests

The agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the agency would be allowed to use the data or share the information with anyone else, except for the BEE. The BEE shall hold the copyrights over any of the data collected or compiled during the course of the awards

#### 6.1.4. Force Majure

Shall mean and be limited to the following:

- (i) War/hostilities, Riot or Civil commotion, Earthquake, flood, tempest, lightening or other natural physical disaster and restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.
- (ii) In the event of any force majeure cause, agency or BEE shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure.

- (iii) Neither BEE nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist. The agency shall at all times, indemnify and keep indemnified, BEE and its officer's servants and agents, from and against all/any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the consultant or any JV partner or sub-contractor, and / or the servants or agents of the consultant, or any other JV partner or any sub-contractor and / or of the BEE).

#### 6.1.5. Amendments of RFP

- (i) At any time prior to the last date for receipt of bids, BEE, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RfP document by an amendment.
- (ii) In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their bids, BEE may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for RfP.

#### 6.1.6. Resolution of Disputes

The Bidder and BEE shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract. In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the Arbitration & Conciliation Amendment Act (2015) as amended up to date.

#### 6.1.7. Addendum / Corrigendum / Notice

- (i) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the terms mentioned in this RFP document by the issuance of addendum / amendment / corrigendum / notice. All such amendments / addendum / corrigendum / notice will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the Authority may, in its sole discretion, extend the submission due date.
- (ii) Bidders are advised to periodically check for notices, addendum and corrigendum issued in relation to the RFP. Any Addendum / Corrigendum / Notice etc. for this assignment issued by Authority will be published only on the website: <https://beeindia.gov.in/en>

#### 6.1.8. Right To Reject Any or All Proposals

- (i) Notwithstanding anything contained in this invitation document, Authority reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- (ii) Authority, also, reserves the right to reject any Proposal if:
  - a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not submit sufficient information as being asked for

#### 6.1.9. Interpretation

In case of any ambiguity in the interpretation of the conditions of the RFP, the interpretation of the BEE will be final and binding on the parties to the conditions of selection.

#### 6.1.10. Proprietary Data

All documents and other information provided by any bidder to Authority shall remain or become the property of Authority. The bidder shall also treat all information as strictly confidential and will not divulge any details related to any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to Authority in relation to the Service shall be the property of Authority.

#### 6.1.11. Amendment/ Modification

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be published on GEM website and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, Authority may, in its sole discretion, extend the Proposal Due Date.

#### 6.1.12. Language

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

#### 6.1.13. Late Submission

Proposal received after the deadline for submission prescribed by Authority will not be entertained and be rejected.

#### 6.1.14. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once Authority receives it.

#### 6.1.15. Liquidated Damages and Compensation Clause

The EMA shall perform its obligations in a professional manner. In case of delay in execution of the assigned work to the agency, BEE may impose penalty as per the penalty terms of this RFP (subject to a maximum of 20%). If the delay is beyond stipulated time or quality of products is sub-par, then BEE may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. BEE may debar and blacklist these agencies for applying in its future events for a period of 3 years.

The performance evaluation will be done on basis of:

- a. Timely mobilization of resources.
- b. Preparation of venue and meeting set up in accordance with the timelines indicated by BEE.
- c. On site validation, quality checks & controls and evaluation by designated officials of products used.
- d. Production of certificate of quality if so desired by officials.
- e. Manpower support and efficient coordination with BEE.
- f. As per the Penalty clause 4.16 of the RFP detailing the various performance parameters. BEE reserves the right to claim compensation to cover its losses for organizing rest of the events at higher rate in case of non-performance or EMA rendering services which are not at par leading to termination of contract. BEE may also recover the extra expenses that need to be borne by BEE in case a new EMA has to be hired at a higher rate in case of non-performance of EMA.



#### 6.1.16. Confidentiality

- (i) From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contact the EMPLOYER on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the BIDDERS who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to Information to Bidders (ITB) are where the EMPLOYER notifies BIDDERS of the results of the evaluation of the Technical Proposals.
- (ii) Any attempt by shortlisted BIDDERS or anyone on behalf of the Bidder to influence improperly the EMPLOYER in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the EMPLOYER, it shall do so only in writing.

#### 6.1.17. Statutory Duty and Taxes

- (i) Any upward change in any duty/tax as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the EMA. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the BEE by the EMA. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (ii) The rate and the nature of GST applicable at the time of supply should be shown separately. GST - will be paid to the EMA at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.

#### 6.1.18. Pre-Integrity Pact Clause

An "Integrity Pact" would be signed between the Authority and EMA. This is a binding agreement between the Authority and EMA for specific contracts in which the BEE promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, EMA for specific services or contracts agree with the Authority to carry out the procurement & services in specified manner. Format for the Integrity pact is provided at Annexure 14.

#### 6.1.19. Indemnification & Limitation of Liability

- (i) The selected bidder (the "Indemnifying Party") shall undertake to indemnify, hold harmless BEE (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.
- (ii) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third- party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- (iii) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
  - a. Indemnified Party's misuse or modification of the Service.

- b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
  - c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party.
- (iv) However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
  - a. Procure the right for Indemnified Party to continue using it
  - b. Replace it with a non-infringing equivalent
  - c. Modify it to make it non-infringing.
  - d. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- (v) The indemnities set out above, shall be subject to the following conditions:
  - a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
  - b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence.
  - c. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
  - d. The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
  - e. All settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
  - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
  - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
  - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - i. if a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- (vi) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.



- (vii) In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in above) even if it has been advised of their possible existence.
- (viii) The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.
- (ix) Any loss of property and/ or life during preparations of the event and the event itself would be borne entirely by the Indemnifying Party and BEE shall not be held liable for any claims. The Indemnifying Party shall be responsible for the payments arising out of any Third-Party claims. The Agency is advised to procure insurance for meeting such liabilities at his own expense.

#### 6.1.20. Termination of the Contract

- I. In case of any deficiency or non-fulfilment of obligations as per the scope of work, Authority shall serve a notice to the concerned operator to rectify/fulfil the obligations within a period 1 (one) day to cure the defect, failing which Authority shall be at the liberty to execute the work through any other agency at the cost of the EMA, in addition to the right of Authority to cancel the contract.
- II. Authority reserves the right to terminate the agreement in case of deficiency in services or poor performance of the EMA. For this, Authority shall intimate the operator within one day of observation of deficiency of services. Any change envisaged by Authority shall be communicated to the EMA 1 (one) day in advance. In this respect, the view of Authority about the performance is final and binding.

#### 6.2. Bid Processing Fee

- I. Non-refundable bid processing fee in the form of Demand Draft from any scheduled commercial bank in favor of “Bureau of Energy Efficiency”, payable at New Delhi for INR 10,000/- (Indian Rupees Ten Thousand only) is to be furnished by the bidder along with the Proposal. Proposals without bid processing fee shall be rejected.

#### 6.3. Earnest Money Deposit (EMD)

- I. The Proposal shall be accompanied with separate Earnest Money Deposit (EMD) of INR 10,00,000/- (Rupees Ten Lakhs only).
- II. EMD shall be drawn in the form of a Demand Draft issued by any Scheduled Commercial Bank in favour of “Pay & Accounts Officer, Bureau of Energy Efficiency payable at New Delhi”. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying with Authority is allowed. Unsuccessful bidder’s EMD will be discharged/ returned within 30 days from the date of execution of the agreement between Authority and the selected bidder. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately upon obtaining the Performance Security. The EMD shall be forfeited in the following cases:
  - a. In case the EMA is found in breach of any condition(s) of this RFP
  - b. If a bidder withdraws its bid during the period of validity of the Bid.
  - c. In case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement.
  - d. In case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security

- e. In case the agency is found in breach of any condition(s) of this RFP.
- f. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP

#### 6.4. Performance Security (PS)

- (i) The successful bidder(s) is required to submit Performance security i.e, Demand Draft equivalent to 5% of the quoted contract value (Excl. GST).
- (ii) PS shall be drawn in the form of a Demand Draft any Scheduled Commercial Bank in favour of "Pay & Accounts Officer, Bureau of Energy Efficiency payable at New Delhi". Proposals without the requisite PS shall be treated as non-responsive and rejected. No exemption from submission of PS is allowed. No adjustment of PS with respect to other works previously lying with Authority is allowed. The bidder shall submit PS within 10 days from the issue of Work Order. No third party PS will be accepted. PS shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder.
- (iii) The selected bidder shall be responsible for extending the validity date and claim period of the PS as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit PS within the time stipulated, BEE at its discretion may cancel the order placed on the agency without giving any notice. BEE shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period.

#### 6.5. Validity of Bid

Proposal shall remain valid for a period of 150 (One Hundred and Fifty) days from the last date of submission of bid or till the date of signing of the agreement with the selected bidder, whichever is later. On request from Authority, the bidders would be required to extend the validity of the bids/proposal on the same terms and conditions. A proposal valid for a shorter period shall be rejected as non-responsive.

#### 6.6. Currencies of Bid and Payment

The prices shall be quoted by the bidder in Indian Rupees (INR) only.

#### 6.7. Applicable Law

The work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only. All legal disputes are subject to the jurisdiction of Courts in New Delhi only.

#### 6.8. Acknowledgement by Bidder

- (i) It shall be deemed that by submitting the Proposal, the Bidder has:
  - a. made a complete and careful physical examination of the sites for the project, details mentioned RFP, general condition of contract, submission formalities and evaluation mechanism;
  - b. received all relevant information requested from Authority.
  - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of Authority.
  - d. satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
  - e. agreed to be bound by the undertaking provided by it under and in terms hereof.
- (ii) Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to

this invitation document or the selection process, including any error or mistake therein or in any information or data given by the Authority.

## 6.9. Submissions of Queries

Bidders may send their queries in writing to [sdiddi@beeindia.gov.in](mailto:sdiddi@beeindia.gov.in), and cc to [m.anand@beeindia.gov.in](mailto:m.anand@beeindia.gov.in) and [pankaj.sharma@beeindia.gov.in](mailto:pankaj.sharma@beeindia.gov.in) during the period as mentioned in the RFP BDS of this document. Clarification to their queries received within the stipulated date shall be discussed in pre-bid meeting and minutes shall be uploaded on BEE website. The queries received after the Authority will not entertain the prescribed date.

## 6.10. Pre-Bid Meeting

- (i) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document, or any other related issues.
- (ii) The Bidder's designated representatives are invited to attend the Pre-Bid Meeting which will be held, on the specified date as mentioned in the RFP, If date is changed for any reason, the same shall be updated on BEE website.
- (iii) Pre-bid meeting will be held through video conferencing mode link for which is as follows:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTc4Yzg5ZWQtODYzOC000TU1LWI3YmEtYmRjMDg0Y2QwMDI0%40thead.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTc4Yzg5ZWQtODYzOC000TU1LWI3YmEtYmRjMDg0Y2QwMDI0%40thead.v2/0?context=%7b%22Tid%22%3a%2279304f37-e0bb-4919-ac85-bff78fa2faff%22%2c%22Oid%22%3a%22394d572d-0ef0-4509-b6f5-4e01ab159695%22%7d)
- (iv) BEE shall not be responsible for ensuring that they have received the bidders' queries. Any requests received for clarifications after the indicated date and time, may not be entertained by BEE.
- (v) All queries relating to this RFP, technical or otherwise, must be submitted by email only and will be entertained by BEE only in respect of the queries received within the date and time specified in this RFP. BEE will respond to the queries in the pre- bid meeting. Post pre-bid meeting, the clarifications/corrigendum(s) will be published at BEE website.
- (vi) BEE will endeavour to provide a complete, accurate, and timely response to all queries raised by the bidders. However, BEE makes no representation or warranty as to the completeness or accuracy of any response, nor does BEE undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by BEE
- (vii) The queries should be sent in format as mentioned in Annexure 12

## 6.11. Submission of Proposal

- (i) The Technical Proposal (Part A) and Financial Proposal (Part B) must be submitted online on GeM Portal.
- (ii) Include a scanned copy of the Demand Draft (DD) for Bid processing fee and Earnest Money Deposit with the bid, and submit hard copies of the DD to BEE

## 6.12. Documents to Accompany the Proposal

### 6.12.1 PART – A (Technical Proposal)

The bidder must submit the following particulars / documents along with the technical proposal failing which the proposal may be treated as non-responsive:

- a. Covering Letter and Details of Bidder as per Annexures 2 and 3, respectively
- b. Bid processing fee.
- c. Earnest Money Deposit.
- d. The bidder shall submit their Company Registration Certificate, Photocopy of PAN Card, and GSTIN Registration.

- e. Balance Sheets and Income Statements as per Clause 4.2 of RFP duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years and Net worth Certificate.
- f. Power of Attorney (on non-judicial stamp paper of Rs 100/-) has to be submitted in technical proposal, duly notarized as per Annexure: 4;
- g. The Bidder should not be blacklisted by any PSU/Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letter head shall be submitted as per Annexure: 5;
- h. The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per Annexure: 6;
- i. Proof of work experience of similar nature of projects in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure: 7;
- j. Financial details of the bidders along with balance sheet and Profit & Loss Statement as per Clause 4.2 of RFP duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years as per Annexure: 8;
- k. Net worth Certificate as per Annexure: 13
- l. All pages of the tender document shall be signed by the authorized signatory who generally signs the bids.
- m. Any other document if they feel necessary as part of bid submission.

**Note:** The Bidder must submit a detailed Index Page with clearly mention page Number on each Document submitted by the Bidder as required by this RFP. The Financial cost (Annexure 9 and Annexure 10) must not be mentioned anywhere in the technical proposal.

#### 6.12.2 PART – B (Financial Proposal)

The bidder must submit the Financial Proposal as per format provided in Annexure: 9. In addition to the Annexure: 9 the bidder shall provide a detailed break up as possible on broad items of the cultural event, containing cost details at least covering the broad heads as per Annexure: 10 which will assist the Authority in the understanding the elements of the proposal along with their cost and evaluate them accordingly during the Final Evaluation and selection of the bidder.

#### 6.13. Award of Contract/Issue of Work Order

The work will be awarded only to the lowest (L1) bidder after financial bid evaluation based on quoted cost. BEE shall issue a Work Order to the selected Bidder. The Bidder will sign the contract after fulfilling all the formalities / preconditions within 10 days of issuance of the letter of intent. The Bidder is expected to commence the Assignment / job on the date within 5 days after signing of the contract.

- (i) After BEE notifies the successful bidder that its proposal has been accepted, formal work order will be issued to selected EMA and an agreement will be signed, thereof between BEE and successful bidder, incorporating all clauses, terms and conditions of this RFP.
- (ii) The engagement shall be effective on the date of its signing of contract or issuance of work order (whichever is earlier) and shall continue until the date of the successful completion of the events or unless terminated by BEE.
- (iii) Failure of the successful bidder to agree with the Terms & Conditions of this RFP post selection shall invite penalties.
- (iv) In case of non- acceptance of BEE's work order by L1, Second Lowest quote with reference to L1 bidder will be given opportunity to match the financial quote of L1 bidder and if agreed, will be selected as bidder L2.
- (v) The similar would be followed until L3 if not accepted by L2.
- (vi) In case of non-acceptance by L1, L2 & L3, the tender would be cancelled.

## 7. Payment Schedule

### 7.1. Payment Schedule

(i) Authority will pay the quoted amount to the selected bidder, as specified in the financial bid, as per the schedule mentioned in table below.

(ii) Payment Schedule:

Sl. No.	Milestone	Timeline	% of total payable amount
1	Submission and after approval of Execution Plan	10 days from execution of agreement*	30%
2	After completion of entire event	Within 15 days of completion of event, Dismantling of all the created infrastructure, subject to approval of BEE#	70%

\*The selected Event Management Company can avail 'Mobilization Advance' of up to 30% of the actual tender value after approval of Execution plan by the Authority. The advance shall be adjusted against the Bill(s) submitted by EMA.

# The EMA shall submit the pre receipted invoice within 15 days of conclusion of the ANGAN event and admissible amount [after scrutiny by appropriate authorities] would be-made expeditiously. Certification of satisfactory completion of work is necessary for which the bills are submitted. Non-submission of bills in timely fashion by the Event Management Company will attract provisions of Liquidated Damages of 0.5 % per week of delay of the total cost of Event subject to a maximum of 10% of the Event. Claims for items that are above and beyond the specified scope of work shall be duly supported with receipt/bills of the vendor to whom EMA has made payment [third party]. These items will be paid as third-party bill on production of invoice. An amount equivalent to 5% of the contract value shall be retained till final invoice of EMA is settled in case the EMA submits more than one invoice. The payment will be made upon satisfactory performance of work

### 7.2. Penalty

- I. If at any future point of time it is found that the EMA has submitted information which is factually incorrect or if the EMA does not fulfil any of the contractual obligations, the BEE may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the BEE and take any other action as deemed necessary.
- II. The penalty with respect to its time period and quality of products shall be quantified by the BEE at its own discretion/satisfaction.
- III. It would be first and foremost the responsibility of the EMA to ensure that the services are provided satisfactorily & contract is executed as per agreed terms and conditions
- IV. In case of delayed or unsatisfactory services the BEE may impose penalty as per the Performance matrix detailed below:

Sl. No	Problem	Penalty in Rs. per instance
1	Problems in Stage for Technical Session/Cultural Performance/Inaugural, etc.	2 Lakh
2	Problems in technical systems like sound, light,screen, trussing ( <i>below optimum quality, echo etc.</i> )	2 Lakh
3	Problems in High quality Technology Elements like Augmented Realities, Holograms, Projection Mapping etc.	2 Lakh
4	Problem in quality of Costume and Stage Properties	2 Lakh

5	Problem in quality of Sound tracks & Choreography	2 Lakh
6	Problem in Quality of Installations and Fixture	2 Lakh
7	Problem in Quality of Safety Equipment's, Gensets, Power distribution, etc.	2 Lakh
8	Problems in Services provided by the Manpower/Artist/Choreographer etc.	2 Lakh
9	Problems in Temporary structure	1 Lakh
10	Any other items	1 Lakh

V. Failure in fulfilment of performance as indicated in Clause above shall warrant the following:

- a. Forfeiture of Performance Security in case of failure to successfully perform/ complete the deliverables as per the Scope of Work in case of any midway unilateral withdrawal from the contract.
- b. Bidder shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with BEE, Government of India for a period of 3 years.

On account of circumstances beyond the control of the operator like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, Authority may give extended time to the operator to complete the activities and in such a case will not hold up the payment that is due for that particular stage.

## Annexures

### Annexure 1: Checklist for Submission

Sl. No.	Particulars	Submission by Bidder Yes/ No/ NA
1	Tender Document fee	
2	Self-declaration of non-blacklisting	
3	Covering Letter	
4	Details of Bidder	
5	Details of Similar Nature of Projects	
6	Power of Attorney	
7	Bid Security	
8	Proposed Methodology and Concept Plan	
9	Financial Details of Bidder	
10	Financial Proposal	
11	Indicative line Items of the Financial Proposal	
12	Net Worth Certificate	
13	Legal Capacity of the bidder	
14	To be added by Bidder ( <i>if considered necessary</i> )	
15	To be added by Bidder ( <i>if considered necessary</i> )	



## Annexure 2: Cover Letter

(On the letterhead of the prime bidder)

Date: DD/MM/YYYY

To,  
Secretary,  
Bureau of Energy Efficiency (BEE),  
Sewa Bhawan, RK Puram, Sector-1,  
New Delhi- 110066

**Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing the Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat).**

1. With reference to the captioned RFP document, I/We\_\_\_\_(Bidder Name and agency), have examined the RFP documents and understood their contents, here by submit my/ our proposal for the subject RFP. I/ We\_\_\_\_(Sole Bidder/ Partnership) am/ are applying as a\_\_\_\_\_(Sole Bidder/ Partnership) where lead member would be\_\_\_\_\_(Bidder Name and Agency) and partner is\_\_\_\_\_(Second partner name and agency in case of Partnership. Write N/A in case of Sole Bidder).
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the EMA, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EMA for the design and execution of the aforesaid three-days international conference ANGAN (Augmenting Nature by Green Affordable New-habitat).
4. I shall make available to the Authority any additional information it may find necessary, require supplementing, or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
  - a. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - d. The undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are bound neither to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the three-days international conference ANGAN (Augmenting Nature by Green Affordable New-habitat) which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
13. In the project of my/ our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that will be provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
15. I offer the EMD to the Authority in accordance with the RFP Document for the project.
16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if three-days international conference ANGAN (Augmenting Nature by Green Affordable New-habitat) not awarded to me or our Proposal is not opened or rejected.
18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 150 (One Hundred Fifty) days from the Proposal Due Date specified in the RFP.
21. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid three-days international conference ANGAN (Augmenting Nature by Green Affordable New-habitat) in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

<b>Date:</b>	<b>(Signature, name and designation of the authorized signatory)</b>
<b>Place:</b>	<b>Name &amp; seal of Bidder</b>

### Annexure 3: Details of the Bidder/Operator

(On the Letter Head of the Bidder)

1. Name of the Bidder:
2. Incorporation (i.e. Company or Partnership)
3. Registered Office Address with telephone, fax, website and email:
4. Date of Incorporation (Please attach copy of certificate of incorporation):
5. Name of the Authorized Signatory:
6. Designation of Authorized Signatory:
7. Mobile Number of Authorized Signatory:
8. E-mail Address:
9. Fax Number:
10. GST Registration number:
11. Average Annual Turnover:(In INR crores)
12. Net worth: (In INR crores)
13. In case of a Consortium (maximum 3 allowed):
14. The information above (1-4) should be provided for all the Members of the Consortium.
15. Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of Equity in the Consortium
1			
2			
nth			

16. The following information shall also be provided for the Bidder, including each Member of the Consortium (*maximum 3 allowed*):

**Name of Bidder/Member of Consortium:**

Sl. No.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

17. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Duly signed by the Authorised Signatory of the Bidder**

**(Name, Title and Address of the Authorised Signatory)**

#### Annexure 4: Power of Attorney for Signing of Proposal

1. Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name), \_\_\_\_\_ son / daughter / wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ who is (presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "Selection of Event Management Agency (EMA) for Conceptualizing, Curating & Executing Three-days International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat)" (Project) proposed to be developed by the Bureau of Energy Efficiency including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to BEE, presenting us in all matters before BEE, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with BEE in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/ or till the completion of the project.
2. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.
3. In witness whereof we, \_\_\_\_\_, the above-named principal has executed this power of attorney on this day of \_\_\_\_\_, 20xx

For

.....

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

4. Note:
  - a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
  - b) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## Annexure 5: Declaration on Non-Blacklisting & Non-Pendency of Criminal Cases

(On the Letter Head of the Bidder)

1. I/We Partner(s)/ Director(s) of M/s\_\_\_\_\_hereby certified that, I/we M/s have not been blacklisted or debarred by any Ministry/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date. I/WE also declare that no criminal proceedings are pending against us by any Central / Stage Government department / enterprise / corporation in any courts in India.
2. In case the above information found false I/We are fully aware that the tender/ contract will be rejected / cancelled by BEE, and EMD/PS shall be forfeited. In addition to the above BEE, will not be responsible to pay the bills for any completed / partially completed work.

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

## Annexure 6: Undertaking

(On the Letter Head of the Bidder)

Date: DD/MM/YYYY

To,  
Secretary,  
Bureau of Energy Efficiency (BEE),  
Sewa Bhawan, RK Puram, Sector-1,  
New Delhi- 110066

**Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing the Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat).**

1. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by BEE. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the BEE. We would be solely responsible for any errors or omissions in our Proposal.
2. We hereby declare that we have read and understood the terms and conditions of this RFP and examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the BEE, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the BEE in this regard.
3. We also commit to abide by the decision of BEE on all matters relating to the implementation of the Project and thereafter, the operation and management of the Project

Yours Faithfully,

**Duly signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)**

### Annexure 7: Similar Nature of Projects

Sl. No.	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total value of work order (In Indian Rupees), as applicable	
6	No. of manpower/experts engaged	
7	Period of Services rendered by the Bidder (Start date and End date) including no. of tents/ cottages and types.	
8	Scope of Service	
9	Other Information relating to Project	
10	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11	Copy of the work order, completion certificate to be submitted	

**Duly signed by the Authorised Signatory of the Bidder**

**(Name, Title and Address of the Authorised Signatory)**



## Annexure 8: Financial Details of the Bidder

### 1. Name of the bidder:

Particulars	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Turnover (in INR Crore)					
Average Annual Turnover for last 5 years (in INR Crore)					

Note:

- a. Attach certified copies of audited Balance Sheets, P & L statement and IT Returns for last 5 (Five) years.
- b. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.

### 2. Net worth Certificate- to be attached along with this annexure.

**Signed**

**Signature of CA/ Statutory Auditors**

**(Name of the Authorised Signatory)**

**(with seal & registration no.)**

**Place:**

**Date:**

## Annexure 9: Financial Proposal

(On the Letter Head of the Bidder)

Date: DD/MM/YYYY

To,  
Secretary,  
Bureau of Energy Efficiency (BEE),  
Sewa Bhawan, RK Puram, Sector-1,  
New Delhi- 110066

**Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing the Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat).**

1. We, the undersigned, offer to provide the services of the operator for organizing Three-days International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat) in accordance with the subject RFP in accordance with your Request for Proposal dated and our Financial Proposal as per details mentioned below:

Financial Quote	Figure (in INR)	In Words
Lumpsum		

**Note:** The above quote shall be inclusive of applicable GST is enclosed herewith.

2. Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal
3. The financial amount quoted above by \_\_\_\_ (Bidder name) shall remain firm until the completion of the project. No increase in the financial amount, for whatsoever reasons, shall be entertained.
4. The Financial Proposal is without any condition.

Yours faithfully,

**For and on behalf of (Name of Bidder)**

**Duly signed by the Authorised Signatory of the Bidder**

**(Name, Title and Address of the Authorised Signatory)**

## Annexure 10: Indicative Line Items List under Financial Proposal

(On the Letter Head of the Bidder)

Date: DD/MM/YYYY

To,  
Secretary,  
Bureau of Energy Efficiency (BEE),  
Sewa Bhawan, RK Puram, Sector-1,  
New Delhi- 110066

**Sub: Request for Proposal (RFP) for Selection of an Event Management Agency (EMA) for Conceptualising, Curating & Executing the Three-day International Conference ANGAN (Augmenting Nature by Green Affordable New-habitat).**

Sl. No	Indicative Items	Details/ Size/ Qty.	Value (in INR) Excl. GST	GST (@... %)	Total
		(A)	(B)	(c)	(D)
1	Creative Conceptualization, Designing and Planning of the Event				
2	Set and Venue Design and Execution (inside and outside the venue)				
3	Technical i.e., Trussing and Rigging, Stage, Sound & Light, LED screen etc.				
4	Higher technology elements like Augmented Realities, Holograms, Projection Mapping, Video graphics etc.				
5	Costume, Props, Hair and Make Up, and Stage Properties				
6	Original Sound Track and Music				
7	Choreographers/Artist/Performers/Cast etc.				
8	Gensets, Power and Power Distribution				
9	Manpower for installation & Execution				
10	Producing and Directing the Event				
11	Logistics for Performers & Crew (Travel/Stay/F&B)				
12	Miscellaneous				
.	.....				
.	.....				
Grand Total					

**Note:** The quote in column (A) shall be exclusive of applicable GST is enclosed herewith and the bidder shall try to give as detailed breakup of line items with cost details as possible and shall minimum include the line items in the above-mentioned table.

Yours faithfully,

For and on behalf of (Name of Bidder)

**Duly signed by the authorized Signatory of the Bidder**

**(Name, Title and Address of the authorized Signatory)**

## Annexure 11: Pre-Bid Query Format

1. Interested parties shall submit their queries in the following format:

Sl. No.	Clause No. as Per RFP	Query/Modification sought	Suggestion (If any)

2. Note:

- a. Bidders shall submit their query or modification in soft copy to [sdiddi@beeindia.gov.in](mailto:sdiddi@beeindia.gov.in), and cc to [m.anand@beeindia.gov.in](mailto:m.anand@beeindia.gov.in), and [pankaj.sharma@beeindia.gov.in](mailto:pankaj.sharma@beeindia.gov.in) on or before the pre bid query submission due date.

## Annexure 12: Statement of Legality

(To be submitted on the letterhead of the Bidder/ Lead Member of Consortium)

Date: DD/MM/YYYY

To,

Secretary, BEE,

Sewa Bhawan,

RK Puram,

1. We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.
2. We have agreed that (insert Member's name) will act as the Lead Member of our Consortium.<sup>\$</sup>
3. We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf<sup>\$</sup> and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

For and on behalf of

## Annexure 13: Net worth Certificate

Net worth of the bidder (in Crore Rs.)

Bidder Type	CA Code	Net Worth
Single Entity Bidder/ Lead Member of Consortium		

1. Instructions:

- a. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- b. The Net Worth provided shall be for the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year as per the RFP.
- c. The Bidder shall provide an auditor's certificate specifying the Net worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP.

## Annexure 14: Format for Integrity Pact

*(To be executed on the plain paper and submitted along with Technical Bid/ Tender documents.)*

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2024.

### BETWEEN

**BUREAU OF ENERGY EFFICIENCY (BEE)**, a statutory body set-up under the provisions of the Energy Conservation Act, 2001 by the Government of India with the primary objective of reducing energy intensity of the Indian economy, having its office at 4<sup>th</sup> Floor, Sewa Bhawan, R.K. Puram, New Delhi-110066, acting through its \_\_\_\_\_ [*designation of the concerned officer*] (hereinafter referred to as the **"Principal"**, which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns) of the **ONE PART**;

### AND

\_\_\_\_\_ (*name of the Bidder*), acting through Mr./ Ms.

\_\_\_\_\_ (*name of the Authorised Signatory*), holding the designation of \_\_\_\_\_ [*designation of the Authorised Signatory*] (hereinafter referred to as the **"Bidder/ Contractor/ Consultant/ Vendor"**, which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the **SECOND PART**.

### Preamble

**WHEREAS**, the Principal has floated the Tender {RFP No \_\_\_\_\_ dated \_\_\_\_\_} (hereinafter referred to as **"Tender/ Bid"**) and intends to award, under laid down organizational procedure, contract for \_\_\_\_\_ {*Name of the work*} (hereinafter referred to as the **"Contract"**).

**AND WHEREAS** the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Bidder/ Contractor/ Consultant/ Vendor.

**AND WHEREAS** to meet the purpose aforesaid, both the Parties have agreed to enter into this Integrity Pact (hereafter referred to as **"Integrity Pact"** or **"Pact"**) the terms and conditions of which shall also be read as integral part and parcel of the Bidding Documents and the Contract Agreement between the Parties.

.....the **"Principal"** and the **"Bidder/ Contractor/ Consultant/ Vendor"**, hereinafter individually referred to as **"Party"** and collectively as **"Parties"**.

Now, therefore, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

### Article-1-Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the Tender for \_\_\_\_\_ {*Name of the work*}, or the execution of a Contract, demand, take a promise for or accept, for



self, or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

#### Article-2 Commitments of the Bidder/ Contractor/ Consultant/ Vendor

The Bidder/ Contractor/ Consultant/ Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution :

- (a) Bidder/ Contractor/ Consultant/ Vendor will not directly or through any other person or firm offer, promise or give to any of the Principal's employees, involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract.
- (b) The Bidder/ Contractor/ Consultant/ Vendor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder/ Contractor/ Consultant/ Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Consultant/ Vendor will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder/ Contractor/ Consultant/ Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Consultant/ Vendor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder/ Contractor/ Consultant/ Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only.
- (e) The Bidder/ Contractor/ Consultant/ Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

- (f) The Bidder/ Contractor/ Consultant/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder/ Contractor/ Consultant/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

### Article 3 Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder/ Contractor/ Consultant/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Consultant/ Vendor from the tender process.
- (2) If the Bidder/ Contractor/ Consultant/ Vendor has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Consultant/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Consultant/ Vendor and the amount of the damage.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence".
- (4) The Bidder/ Contractor/ Consultant/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Consultant/ Vendor shall be final and binding on the Bidder/ Contractor/ Consultant/ Vendor, however, the Bidder/ Contractor/ Consultant/ Vendor can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Consultant/ Vendor shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Consultant/ Vendor could be revoked by the Principal if the Bidder/ Contractor/

Consultant/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### Article 4 Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) If the work has been awarded then in addition to (1) above, the Principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder.
- (3) If the contract/ agreement has been signed, then the Principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Consultant's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Consultant/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination.

#### Article 5 Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

#### Article 6 Equal treatment of all Bidders/ Contractors/ Consultants/ Vendors/ Subcontractors

- (1) The Bidder/ Contractor/ Consultant/ Vendor undertakes to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### Article 7 Criminal charges against violating Bidder/ Contractor/ Consultant/ Vendor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Consultant/ Vendor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Article 8 Independent External Monitor (IEM)

- (1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor

(herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement.

- (2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal.
- (3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raised before him, as and when warranted.
- (4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor.
- (5) The Bidder/ Contractor/ Consultant/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Consultant/ Vendor. The Bidder/ Contractor/ Consultant/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on '**Non-disclosure of Confidential Information**' and of '**Absence of Conflict of Interest**'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case.
- (7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Consultant/ Vendor. The Parties offer to the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations.  
Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (11) The word 'Monitor' would include both singular and plural.

#### Article 9 Pact Duration

- (1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Consultant/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder.

- (2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

#### Article 10 Other Provisions

- (1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing only.
- (3) If the Bidder/ Contractor/ Consultant/ Vendor is in a partnership/ joint venture or a Consortium, this Pact must be signed by all partners or members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure(if any), the clause in Integrity Pact shall prevail.
- (7) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Consultant/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

In witness whereof the Parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

\_\_\_\_\_  
(For & On behalf of the (Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor/Consultant/ Vendor)<sup>2</sup>

(Office Seal)

(Seal/ Stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_