



MyGov

Ministry of Electronics & Information
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**Request for Proposal (RFP) for engagement of Event Management
Agency
for
"8th anniversary of MyGov" event**

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Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document is provided to the Bidder(s), by MyGov, Ministry of Electronics and Information Technology (hereinafter referred to as "MyGov"), on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals/Quotations. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the MyGov, its employees and/or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. MyGov, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. MyGov may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

Process of Selection

The process of selection of successful Bidder would be as follows:

- i. Issue of RFP
- ii. Pre-Bid Meeting/ Clarification /Corrigendum (if any)
- iii. Submission of Bids
- iv. Opening of Pre-Qualification Bids
- v. Opening of Technical Bids
 - a) Technical Bid Evaluation
 - b) Presentations of the Bidders meeting Pre-Qualification criteria
- vi. Opening of Financial Bids for the Bidders that are technically qualified
- vii. Issue of Work Order to the bidder whose proposal has been ranked as highest total points (H1) on the basis of Technical and Financial Evaluation criteria as per the terms of this RFP.

Fact Sheet

S.No.	Key Information	Details
1.	Assignment Title	Request for Proposal (RFP) for engagement of Event Management Agency for "8th anniversary of MyGov" event
2.	Purchaser	MyGov, MeitY
3.	Location	New Delhi
4.	Date of publication of the RFP	17/06/2022
5.	Last date of submission of queries	21/06/2022 by email at tender@mygov.in
6.	Pre-bid Meeting	22/06/2022 at 11:00 Hrs. to be held at Conference Room, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003
7.	Bid Submissions	CPP Portal www.eprocure.gov.in
8.	Method of Selection	QCBS (30-T:70-F)
9.	Earnest Money Deposit (EMD)	The bidder is required to submit EMD of Rs. 10,00,000 (Ten Lakh) only in the form Bank Guarantee valid for one year or Demand Draft (DD) in favour of MyGov-Digital India Corporation before last date and time of submission of bid.
10.	Performance Security	3% of the cost discovered through tender process
11.	Last Date and time for submission of bids (Online mode only at CPP Portal www.eprocure.gov.in)	29.06.2022 at 1500 hrs
12.	Opening of Pre-Qualification/ Eligibility Bids	30.06.2022 at 1500 hrs
13.	Opening of Technical Bids	To be informed later
14.	Opening of Financial Bids	To be informed later
15.	Scope of Work	The detailed scope of work is provided in Section 4 of this RFP
16.	Language of bid	The bid should be submitted in English only
17.	Bid validity	90 days from the date of submission of Bid
18.	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP.
19.	Issue of Work Order	To be informed later

S.No.	Key Information	Details
20.	Address for Communication	The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 Phone: 011 - 24301812 e-mail: tender@mygov.in

1. Introduction

MyGov has been established as Government of India's Citizen Engagement Platform which collaborates with multiple Government bodies/ Ministries to **engage people in policy formulation and seeks the opinion of people on issues/ topics of public interest and welfare**. Since its launch in July 2014, MyGov has more than 23.5 million registered users, and around 12 million followers across various social media platforms that includes Twitter, Facebook, Instagram, Chingari, ShareChat, You Tube, Koo, Telegram etc.

Almost all Government Departments leverage MyGov platform for their citizen engagement activities, undertake consultations for policy formulation and to disseminate information to citizens for various Government schemes and programs. MyGov is amongst the most active profiles on social media – Twitter, Facebook, Instagram, YouTube & LinkedIn. With active support from various Ministries and Departments, MyGov has adopted multiple engagement methodologies like discussions, tasks, polls, surveys, blogs, talks, quizzes and on-ground activities by innovatively using internet, mobile apps, IVRS, SMS and outbound dialling (OBD) technologies.

MyGov is implemented on Software as a Service (SaaS) model and has also launched State instances across 16 States across 1 UT, namely Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Himachal Pradesh, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Karnataka and Jammu & Kashmir. MyGov is also coordinating with other States to ensure that all States are onboarded soon. Using the platform, citizens have been able to contribute their ideas to core policy issues, make suggestions, give feedback, and participate in the governance process at large through discussions, tasks, polls, talks, etc. The platform provides means for participatory form of governance and technological implementation. MyGov has evolved to a complete and end-to-end engagement platform on wide variety of engagement models as well as offerings.

MyGov has been liberal in terms of engaging with citizens. Logos and Tagline of key National Projects have been crowdsourced through MyGov. Few Notable crowdsourced initiatives are Logo for Swachh Bharat, Logo for National Education Policy, Logo for Digital India Campaign, etc. MyGov has solicited inputs of draft policies from citizens few of those are National Education Policy, Data centre policy, Data Protection Policy, National Ports policy, IIM Bill etc. It has also been frequently soliciting ideas for Mann Ki Baat, Annual Budget, Pariksha Pe Charcha and many more such initiatives.

To disseminate authentic, easy to understand and consistent information relating to COVID19 MyGov has been supporting MoHFW for communications on social media. To make the communication effective specially for driving behavioural change, fighting fake news and busting myths around Corona, MyGov has taken the various steps including operating AI enabled Corona helpdesk Chatbot on WhatsApp. This has now been expanded to offer services like Driving licences, PAN Card, Academic certificates, Insurance documents of conversational chatbot interface on WhatsApp.

Over the years, MyGov has evolved to a complete end-to-end citizen engagement platform that helps citizens connect with participative governance at all levels. MyGov would complete 8 Years of its journey on 26th July 2022. To celebrate the contribution of MyGov in promoting participatory governance, a **large on-ground event is being planned**. The objective of this event would be to showcase the milestones achieved by MyGov towards its vision of attaining Surajya and acknowledge the contribution of MyGov Saathis, who have actively engaged with MyGov and gave their ideas and suggestions on various policy issues and participated in Pledges, Quizzes, and contests, thereby contributing to government's decision making.

In this context, MyGov desires to appoint a reputed event management agencies to undertake this "8th anniversary of MyGov" a one day event for MyGov.

2. Invitation

MyGov invites Proposals (the "Proposals/Bids") for appointment of a reputed event management agency to undertake this "8th anniversary of MyGov" event for MyGov as per the scope of work of this RFP. The Bidders/Applicants desirous of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP and subsequent selection of the successful bidder will be entirely at MyGov's discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the terms and conditions outlined in this RFP. The RFP is not an offer by MyGov, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract or work order is offered by duly authorized official(s) of MyGov with the successful bidder.

3. Event Details

MyGov has envisioned the event to be grand and thus plans to invite dignitaries from central and state governments, industry bodies, civic organisations, and well as citizens. An event of this stature requires the services of agency having prior experience in management of such events.

The selected bidder is required to be well versed with VVIP protocols, guidelines, systems of organising such events. The selected bidder is expected to proactively work as defined in the scope of work, majorly classified in the following areas:

- a) Management Logistics, Security protocols, coordination etc., for delegates
- b) General end-to-end event management
- c) Printing of event documents, collaterals, and publicity material
- d) Public Relation and Media management

3.1. Delegates and participants

The 8th anniversary of MyGov event for 1 day will be conducted at New Delhi. The event planning should be done to accommodate around 2000 participants, including the following.

- a) VVIPs, Honourable Ministers
- b) Select MyGov Saathis
- c) Delegates - Industry, practitioners and academia
- d) Government Officials
- e) Press and Media
- f) NGOs & Civil Societies
- g) Other Stakeholders

3.2. Event Timelines

Activities	Timeline
Event Execution Plan	Within 5 days from the date of issue of Work Order/LoI/Contract
Event Rehearsal videos	3 days prior to event date
Event Date	Tentative date 26th July 2022
Post event Report	Within 2 weeks from the date of event

4. Scope of Work

The scope of work for the event management agency is detailed as under but not limited to the following:

- i) Coordinate with various Ministries/departments for successful execution of event, including obtaining appropriate approvals and permissions from local authorities.
- ii) Set up a helpdesk for handling email, phone, and postal queries/ other assistance. This shall include a dedicated 24/7 call center support for event related queries. The agency has to provide the helpdesk call center support number to MyGov.
- iii) In an order to create a "buzz" about MyGov in the months leading up to the actual event in July 2022, the agency may suggest a tentative plan for pre-launch activities and related financials. In case the bidder is selected, it may be requested to execute the said activity/activities.
- iv) Coordinate with select MyGov Saathis and delegates as per the list provided by MyGov and make necessary arrangements with complete logistics including train ticket booking, boarding, lodging, food, local conveyance etc. The selected bidder will be expected to make payment for the train ticket booking, lodging and boarding as per approval of MyGov, based on the confirmation received from outstation guests. The reimbursement of payment will be done by MyGov post event completion.
- v) Ensure end to end coordination and management with invitees, including printing and sending invitation cards (Hard /Soft copy), following up to obtain their confirmation, and maintaining the updated invitee database.
- vi) Support for offline and online participation, including online registration of invitees/Saathis through a user-friendly web interface.
- vii) Arrange pre-event logistics including invitation cards, registrations, ground transportation, lodging, boarding arrangements for delegates.
- viii) Ensure all pre-event activities including innovative activities using technology for successful execution of the event, programme and event flow.
- ix) Overall event planning including indoor infrastructure and ambience creation. Overall outdoor ambience including branding, barricading welcome gates and walkways etc. for the event.
- x) The selected bidder may be required to set up state/industry-specific exhibition stands as per MyGov's advice. This may include setting up kiosks for willing participants, including provision of the kiosk's furniture, lighting, etc.
- xi) Submit the video of the rehearsals of the program before the event, on which MyGov has the right to make any modifications, addition, or deletion as per its requirements and the same shall have to be incorporated by the selected bidder.
- xii) Print event brochures/flyers/signages, invitation cards, conference note pads, information booklets, telephone directories, parking labels, mini booklets for programs, files/folder covers, letter heads, delegates' bags/folders etc. This may include digital printing, electrostatic printing, embossing, letterpress, offset lithography, and screen printing.
- xiii) Provide kits/bags for delegates/participants comprising conference labelled note pad, pen, pen drive, memento and any other item as per the requirement of MyGov
- xiv) Design and place backdrops, banners, and signage at event venue, various points in the city, welcome arches on approach roads.
- xv) Make necessary arrangements for hardware equipment's viz. printers/photocopiers, scanners, laptops for power point presentations, adequate screens in the halls, plasma screen in the Plenary Hall, public address system in the pre-function areas,

fax machines, telephones, VHF transmitters at the venue (if mobile phone use is to be restricted) etc. including audio-visual equipment (face mic, collar mic, RF mic and spare face mics, LCD projectors, screens etc.) for carrying out and recording of the proceedings (along with requisite technical manpower and high-speed internet connectivity at the venue through Wi-fi). Provide projection systems along with display panels (for PowerPoint presentations, audio/video demonstrations), wireless mic, wireless translation equipment, etc. These equipment's would be required on need basis but not limited, the agency shall make needful arrangements of equipment's for smooth execution of the event.

- xvi) Arrange transport for delegates with provision of cars and buses. The quality of vehicles and staff should be appropriate with the stature of the event.
- xvii) Arrange Mic coordinator / Event Anchor for hosting this event, the Anchor should have prior experience of hosting large scale government events. The Anchor should be excellent orator and should have a great command in English/Hindi languages.
- xviii) Provide English and Hindi speaking coordinator, laptop operators, ushers, office boys, etc.
- xix) Categorize participants as delegates/speakers/audience, etc, and provide appropriate badges, souvenirs, registration forms, kits, etc. Physical desk/stalls/pavilions would need to be set up for registration
- xx) Ensure proper sitting arrangements for VVIPs, Delegates and MyGov Saathis including state wise sitting arrangements at the venue
- xxi) Ensure on-site security arrangements as per security and protocol requirement.
- xxii) Masking of the Venue as per security requirement.
- xxiii) Prepare a lounge for the Chief Guest and VVIPs. The lounge should be of optimum standard and as per the protocol and requirements of VVIPs.
- xxiv) Arrange for Food and Beverages (F&B) services for all guests, dignitaries and VVIPs/VIPs, based on the menu decided by MyGov.
- xxv) Media Management including creation of designated media zone, media lounge, and issuance of media passes. The media lounge should have at least adequate desktop computers, MFP printers and dedicated staff to handle all the IT related issues.
- xxvi) Photography and videography of the event/conference.
- xxvii) Floral decoration of entire event as per the requirement of MyGov, including arrangements and installations of decorative plants at entire event venue and Plants/ Flower Bouquet etc. for VVIPs as per the requirement of MyGov.
- xxviii) Washrooms and dustbins at the venue at different places. All washrooms and dustbins must have Swachh Bharat branding and proper signages.
- xxix) Manage power backup and lighting on-site and off-site during the event with technical and generator support in case of power failure.
- xxx) Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers at the event adhering appropriate COVID protocol and government guidelines
- xxxi) Planning and organizing cultural events and excursions for the delegates as per the approval of MyGov
- xxxii) Agency to make necessary provision for collecting feedbacks as (Satisfied or not Satisfied) from the event participants (Digital / Physical means) regarding the overall event arrangements /food quality/lodging, boarding and transportation and shall submit the feedback forms to MyGov. The agencies shall suggest innovative ways for creation and collection of feedbacks from the participants.

- xxxiii) Submit Post-event report and left-over promotional, event material if any to MyGov.
- xxxiv) Organise press conferences, press release and media coverage post event.
- xxxv) Assist in preparation of social media posts, talking points, press notes, thank you letters to VVIPs/VIPs, speakers, etc.
- xxxvi) Coordinate with media houses and newspapers for publication of success stories of event.
- xxxvii) Provide suggestions and innovative ideas to make the event successful
- xxxviii) Support and execute any other activities assigned to them by MyGov during the event.

Note:

- a) Variations may happen in scope including quantities of printing materials and other kits.
- b) Items not available in BOQ shall be worked out based on mutual agreement. However, for any additions in cost, the same has to be justified with documents/ past work orders, if any.

5. Service Level Agreement

The selected bidder is expected to perform all activities as mentioned in the scope of work with utmost professionalism and quality adhering the service level agreements defined in the table below.

Sr. No	Particulars	Metric	Penalty
1.	Timeline for submission of event execution plan	As per schedule	No Penalty
		Each day of delay beyond scheduled timeline	0.5 % of the contract value for each day of delay
2.	Percentage of Satisfaction (S1) based on feedback from the Guest and Participant on event management S1= (Number of guests given satisfactory feedback / total number of guests given feedback) X 100	≥ 70	No Penalty
		$60 \leq S1 < 70$	0.5 % of the contract value
		$50 \leq S1 < 60$	1% of the contract value
		$0 \leq S1 < 50$	2% of the contract value
3.	Percentage of Satisfaction (S2) from the select 10 MyGov Officials stakeholders identified by MyGov S2= (Number of MyGov Officials given satisfactory feedback / 10) X 100	≥ 70	No Penalty
		$60 \leq S2 < 70$	1% of the contract value
		$50 \leq S2 < 60$	2% of the contract value
		$0 \leq S2 < 50$	4% of the contract value

Feedback should be collected from minimum 50% of the participants. Overall cumulative penalties are capped to 10% of the contract value. MyGov's decision in this regard shall be final.

6. Payment Terms & Schedule

Selected agency is required to raise the invoices as per the following milestones:

- a) 10% of the contract value shall be paid on signing of the contract/ issue of work order or LOI and submission of advance bank guarantee by the agency.
- b) 20% of the contract value shall be paid on submission of event execution plan as per the timelines defined in this RFP by agency and post approval by MyGov.
- c) 65% payment shall be made after final invoice submission by the agency on successful completion of the event to the entire satisfaction of the MyGov.
- a) The residual 5% of the contract value shall be paid on submission of event closer project report, return of left out publicity / event materials to MyGov and issuance of completion certificate from MyGov

NOTE:

Expenditure for the event execution & its related arrangements shall be the duty of the successful bidder and no activity whatsoever shall be put on hold for release of payment.

Payment is subject to applicable deductions/penalties as per SLAs defined in this RFP.

7. Eligibility Criteria and Evaluation Process

7.1. Pre-Qualification Criteria

The eligibility criteria are as mentioned below in the table. The bidders need to submit supporting documents including the Cover letter of the bid signed by an authorised signatory of the bidder as per Annexure-2 of this RFP. Power of Attorney as per Annexure 6 of this RFP or Authorization letter from Company Secretary / Board.

S. No.	Criteria	Documents required
1.	<p>i. Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.</p> <p>ii. Registered with the Income Tax Authorities</p> <p>iii. Registered with GST Network</p> <p>iv. Should have been in business in this fields at least for last 10 years</p>	<p>i. Copy of certificate of incorporation along with name change if any</p> <p>ii. Copy of PAN Card</p> <p>iii. Copy of GST registration certificate</p> <p>iv. Copy of at least one work order for the work executed by the agency on or before May 2012.</p>
2.	<p>The bidder should have an average annual turnover of minimum INR 100 Crore during the last five audited financial years (FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 & FY 2020-21).</p>	<p>Certificate from the chartered accountant.</p> <p>The turnover details must be provided as per the format given in this RFP at Annexure-10</p>
3.	<p>The agencies should have successfully executed at least 2 large events each of value more than INR. 3 Cr. for Government of India/State Govt. with VVIPs during the past 5 years.</p> <p>The contract/ work order should be in the name of bidder.</p>	<p>Details of the assignments as per Annexure 7 provided in this RFP, along with the following documents:</p> <p>i) Work order</p> <p>ii) Completion certificates from the Client / Self-certificate by the agency</p>
4.	<p>The agency should be empanelled with Bureau of Outreach and Communication (BOC) as a multimedia agency under Category 'A'</p> <p>Or</p> <p>The agency empanelled by BOC through RFE no.22201/DCID/Creative Prod/2122 dated 21.11.2021</p>	<p>Signed Letter of empanelment with Bureau of Outreach and Communication (BOC) as a multimedia agency under Category 'A'</p> <p>Or</p> <p>Signed letter of empanelment by BOC through RFE no.22201/DCID/Creative Prod/2122 dated 21.11.2021</p>
5.	<p>The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt,</p>	<p>Certificate duly signed by an authorized signatory of the bidder as per Annexure 8 of this RFP</p>

S. No.	Criteria	Documents required
	fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	
6.	The Bidder should have minimum 50 professional manpower having relevant experience in organizing indoor/ outdoor events involving VVIPs.	Self-Certificate signed by HR head of bidder

7.2. Technical Evaluation Criteria

The technical evaluation criteria are as mentioned below. The bidders need to submit supporting documents for Technical Evaluation Criteria.

Sl.	Bid Component	Marks	Documents
1	Average annual turnover (T) during the last five Financial Years (FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 & FY 2020-21). (i) $T \geq 200$ Cr - 25 Marks (ii) $200 > T \geq 150$ Cr - 20 Marks (iii) $150 > T \geq 100$ Cr - 15 Marks	25	Certificate from the chartered accountant. The turnover details must be provided as per the format given in this RFP at Annexure-10
2	Experience of the agencies in successfully executing large events each of value more than INR. 3 Cr. for Government of India/State Govt. with VVIPs during the past 5 years (i) 4 (Four) or more major events - 25 Marks (ii) 3 (three) major events - 20 Marks (iii) 2 (two) major events - 15 Marks	25	Details of the assignments as per Annexure 7 provided in this RFP including: • Completion certificates from the Client OR • Work order and Self-certificate of completion by the agency
3	The Bidder should have adequate professional manpower having relevant experience in organizing indoor/ outdoor events with VVIPs. Manpower Strength on roll $M \geq 100$ - 10 marks $100 > M \geq 75$ - 7 marks $75 > M \geq 50$ - 5 marks	10	Self-Certificate signed by HR head of bidder
4	Presentation should cover following i. Understanding of event requirements ii. Work plan of Event iii. Innovative-Creative Ideas/Solution/Approach for successful execution of event iv. Core team structure, SPOC -event manager	40	• Copy of presentation should be submitted as part of bid. • MyGov would take the interview of the core team/SPOC event

Sl.	Bid Component	Marks	Documents
	v. Key learnings from similar past events		manger proposed by the bidder <ul style="list-style-type: none"> One page CV of the SPOC event manager should be submitted in the technical bid as per Annexure 11
	TOTAL Marks	100	

7.3. Financial Evaluation Criteria

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

The lowest evaluated financial bid (Fm) will be given the maximum financial score of 100 points. The financial scores (F) of the other financial bids will be computed as per the formula for determining the financial scores given below:

$F = 100 \times (F_m / F_b)$ Where, F_b = Evaluated amount of financial quote by the bidder

F_m = Lowest evaluated amount of financial quote by the bidder

- If a bidder quotes NIL charges/ consideration, the bid shall be treated as non-responsive and will not be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail.
- MyGov will determine whether the Financial Proposals are complete, and unconditional.
- The financial bid should comprise of the price schedule in accordance with Annexure 5 of this RFP. Bidders may ensure that the financial bid is in the same format as provided in the RFP and non-adherence to these formats shall be at the bidder's risk and may result in rejection of the bid.

7.4. Final Combined Evaluation

- The technical bids will be given a weightage of 30% based on criteria for evaluation.
- The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 70%. For working out the combined score, MyGov will use the following formula:

Total points: $(0.3 \times T_n) + (0.7 \times F)$ (Where- T_n stand for technical score and F stand for Financial Score. The bids will be ranked in terms of total points scored. The bid with the highest total points (H1) will be considered for the award of the contract.

Example: If in response to this RFP, three bids, A, B and C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B and C were Rs. 120, 100 and 110 respectively, then the following points for financial bids may be given:

A: $100/120 \times 100 = 83$ points

B: $100/100 \times 100 = 100$ points

C: $100/110 \times 100 = 91$ points

For combined evaluated points, the process would be as follows:

Bid A: $75 \times 0.3 + 83 \times 0.7 = 80.6$

Bid B: $80 \times 0.3 + 100 \times 0.7 = 94$

Bid C: $90 \times 0.3 + 91 \times 0.7 = 90.7$

Bid B in this case with the highest total points (H1) will be considered for award of work.

7.5. Issue of Work Order

MyGov shall reserve the right to negotiate with the bidder whose proposal has been ranked as highest total points (H1) on the basis of Technical and Financial Evaluation

After MyGov notifies the successful bidder that its proposal has been accepted, MyGov will issue a formal work order incorporating all clauses, terms and conditions of this RFP

The engagement shall be effective on the date of its signing of contract or issuance of work order /LOI by MyGov and shall continue until the date of the successful completion of the events unless terminated by MyGov. The successful bidder shall furnish the Performance Bank Guarantee (PBG) of 3% of the Total Work Order value within 10 days from the issue of work order /LOI by MyGov.

Failure of the successful bidder to agree with the Terms & Conditions of this RFP post selection shall invite penalties with suspension for participation in future procurement processes of MyGov for a period of up to three years and MyGov may forfeit the EMD of the bidder. In such event MyGov may award the contract to the next bidder having highest combined score or call for new proposals from the interested bidders at its own discretion.

8. Instructions to Bidders

8.1. Instructions for e-Tendering

The bidding process for this RFP will be completed online through Central Public Procurement portal (<https://eprocure.gov.in>).

The RFP document can be downloaded free of cost from the CPP portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the CPP Portal and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the CPP Portal using the User Login option on the home page with the Login Id and Password with which he/she has registered.

For successful registration of DSC on e-Procurement portal, the bidder must ensure that he/she should possess Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India.

The Bidders must upload all the required documents electronically in the PDF format except for the financial bid which will be electronically uploaded on the on CPP portal in XLS format only.

Download of RFP Document

The RFP Document can be downloaded from the CPP portal: <https://eprocure.gov.in>

Further, it will be the Bidders responsibility to check for updated information on the above portal.

Assistance to Bidder regarding CPP Portal

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120-4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in.

8.2. Language of Bid

The Bid prepared by the Agency, as well as all correspondence and documents relating to the Bid exchanged by the Agency and MyGov shall be written in English. Supporting documents and printed literature furnished by the agency may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

8.3. Pre-bid meeting

The Prebid queries should be sent to MyGov in the following format (in an excel file) through email at tender@mygov.in .

Company name		M/s.		
S. No.	RFP Page No.	Relevant Section /Annexure of RFP	Relevant Content from RFP	Agency's Query / Comment

MyGov shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests received for clarifications after the indicated date and time may not be entertained by MyGov.

All queries relating to this RFP, technical or otherwise, must be submitted by email only and will be entertained by MyGov only in respect of the queries received within the date and time specified in this RFP. MyGov will respond to the queries in the pre-bid meeting. Post pre-bid meeting, the clarifications/corrigendum(s) will be published at CPP Portal at the relevant sections.

MyGov will endeavour to provide a complete, accurate, and timely response to all queries raised by the bidders. However, MyGov makes no representation or warranty as to the completeness or accuracy of any response, nor does MyGov 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 MyGov.

8.4. Bid Submission

MyGov will evaluate the bid based on its clarity, correctness, and completeness with respect to the requirements as outlined in this RFP. Bids must be correct and complete in all aspects.

Bidder must ensure to follow and comply to the instructions for bidders for the e-submission of the bids online through the eProcurement Portal at the following link: <https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

- a. The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time are mentioned in the "Fact Sheet" of this RFP.
- b. All pages of the bid being submitted must be sequentially numbered by the bidder, should be signed and page referencing should be given in a tabular format highlighting key areas to qualify the technical criteria.
- c. The bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by MyGov, failing which the offer will be treated as withdrawn.
- d. All pages of the bid document (.pdf) shall be numbered & signed/initialled by the authorized signatory.

Bids shall be in accordance with the directions given in the Table below:

Bid Cover/ Folder	Bid Submission
"Pre-Qualification Bid"	"Pre-Qualification Bid" shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should contain all supporting documents for pre-qualification criteria as mentioned in this RFP. Pre-Qualification Bid documents should be in .pdf format.
"Technical Bid"	"Technical Bid" shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. Technical proposal shall cover the documents required against the technical evaluation parameters as mentioned in this RFP along with the technical presentation. Technical Bid documents should be in .pdf format.

"Financial Bid"	<p>"Financial Bid" shall be uploaded (on CPP Portal) as single pdf document and shall be duly signed using DSC. It should contain all documents and formats related to financial proposal as mentioned in RFP.</p> <p>Financial Proposal or any part thereof should not be kept/ mixed with the Proposal 1 (Pre-Qualification Bid), Proposal-2 (Technical Bid) in either explicit or implicit form, in which case the bid will be rejected.</p> <p>Financial Bid documents should be in .xls format</p>
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8.5. Bid Opening Session

- a) The bids will be opened, in three sessions, one for EMD and Pre-qualification bid, second for technical bid of those bidders who qualify the eligibility Criteria and third for financial bid of those bidders who qualify the Technical Criteria
- b) One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids.
- c) MyGov reserves the rights at all times to postpone or cancel a scheduled bid opening.
- d) The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for MyGov, the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, MyGov shall go ahead and open the bid of the bidders.
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) The Pre-Qualification section will be opened first by MyGov for Pre-Qualification /Eligibility bid evaluation.
- g) The EMD section of the bidders will be opened on the same day and time, on which the PQ/ Eligibility bid is opened, and bids for which the requisite EMD has not been received by MyGov or whose EMD is not in order shall be rejected.

8.6. Evaluation Process

MyGov will evaluate the responses of the Bidders, supporting documents / documentary evidence meeting the eligibility criterion as mentioned in this RFP. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

MyGov would evaluate the pre-qualification bids with respect to the pre-qualification criteria as mentioned in this RFP. The technical bids of the agencies who meets the pre-qualification criteria will be open and evaluated.

The technically qualified bidders shall make a detailed presentation to MyGov for evaluation purposes. This presentation shall be made only by the eligible qualified bidders on a scheduled date and time, as notified by MyGov.

The Technical Proposals of the qualified Bidders shall be analysed and evaluated. Only the bidders who get an overall technical score of 70 or more will qualify for the opening of financial bids. Failing to secure minimum marks shall lead to technical disqualification of the Bid.

The technical evaluation criteria are as mentioned below. The bidders need to submit all the supporting documents required for Technical Evaluation. The decision of the MyGov in the evaluation of responses to the RFP shall be final.

8.7. Period of validity of bids

Bids shall remain valid for not less than the number of days mentioned in the Fact Sheet. MyGov holds the rights to reject a bid which is valid for a period shorter than days mentioned in Factsheet as non-responsive, without any correspondence.

In exceptional circumstances, MyGov may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The EMD provided under this bid shall also be suitably extended.

8.8. Rejection of bid

The Bid has to be uploaded in the form of printed document. The bids submitted by Telex, fax or email shall not be entertained. Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

MyGov shall not be responsible for any non-delivery of the documents submitted on CPP Portal. No further correspondence on this subject will be entertained.

8.9. Termination of Work Order

MyGov may terminate this Work Order under the following circumstances:

- a) MyGov is of the opinion that there has been such event of default on the part of the selected bidder which would make it proper and necessary to terminate this contract and may include failure on the part of the bidder to respect any of its commitments about any part of its obligations under this contract.
- b) The selected bidder has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended work.
- c) In the event that staffing personnel and/or services as per the scope of work under the contract with MyGov is not found acceptable by MyGov.
- d) The selected bidder has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- e) The selected bidder has acted in any manner to the detrimental interest, reputation, dignity, name, or prestige of MyGov
- f) The selected bidder has been declared insolvent/bankrupt.

8.10. Consequences of Termination

- a) MyGov shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b) In the event of termination of this contract, MyGov shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the selected bidder shall be obliged to comply with.
- c) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the selected bidder, or because the survival of the selected

bidder as an independent corporate entity is threatened/has ceased, MyGov shall pay the selected bidder for that part of the Services which have been authorized by MyGov and satisfactorily performed by the selected bidder up to the date of termination. Without prejudice any other rights, MyGov may retain such amounts from the payment due and payable by MyGov to the selected bidder as may be required to offset any losses caused to MyGov because of any act/omissions of the selected bidder.

- d) MyGov may take possession of the works and all deliverables of the selected bidder and use or employ the same for completion of the work or employ any other selected bidder or other person or persons to complete the work. The selected bidder shall not in any way object or interrupt or do any act, matter, or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.
- e) When the contract is terminated by MyGov for all or any of the reasons mentioned above, the selected bidder shall not have any right to claim compensation on account of such termination.

8.11. Partnership

Consortiums are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country.

The bidder may however be allowed to do the **sub-contracting** for different activities/services as per the scope of work mentioned in the RFP.

However, the bidder will inform MyGov regarding any such sub-contracting and would be overall responsible for these activities.

The bidder will be solely responsible for the conduct of third-party agency and its employees to whom the bidder has sub-contracted these activities.

The selected bidder represents and warrants that all services performed under this work order shall be of professional quality conforming to generally accepted industry practices. Services performed by the selected bidder (or its sub-contractors) which are determined by the MyGov to be of less than professional quality shall, at the option, be corrected by bidder, at its own expense.

8.12. Earnest Money Deposit (EMD)

- a) The bidder is required to submit EMD of Rs. 10,00,000 (Ten Lakh) only in the form Demand Draft (DD) in favour of MyGov-Digital India Corporation. The validity of EMD should be 3 months from the date of submission of Bid.
- b) Bid that do not accompany EMD shall be summarily rejected.
- c) The Scan copy of the EMD should be included in the Pre-qualification section and should be uploaded in the appropriate section. The physical copy of EMD should be submitted at the address mentioned in this RFP Factsheet.
- a) The EMD may be forfeited:
 - A. In case the agency is found in breach of any condition(s) of this RFP
 - B. If a bidder withdraws its bid during the period of bid validity.
 - C. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

8.13. Performance Bank Guarantee

All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected bidder. The PBG may be discharged/ returned by MyGov upon being satisfied that there has been due performance of the obligations of the bidder under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The bidder shall submit PBG within 10 days from the issue of Work Order. PBG shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder. The selected bidder shall submit a PBG of an amount of 3% of the contract value.

The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit PBG within the time stipulated, MyGov at its discretion may cancel the order placed on the agency without giving any notice. MyGov shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period.

8.14. Liquidated Damages

The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, MyGov may impose penalty as per the penalty terms of this RFP (subject to a maximum of 10%). If the delay is beyond stipulated time, then MyGov may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. MyGov may debar and blacklist the agencies for applying in its future events for a period of 3 years.

8.15. Price Variation

In the event of lowering of government levies after the finalization of the contract, the selected bidder shall automatically pass on the benefits to MyGov, and in the event of increasing of government levies after the finalization of agreement; MyGov shall consider the case on merit and the pro-rata benefits to the selected bidder may be conserved if full reference with documentary evidence is submitted.

8.16. Confidentiality and Security

- a) The selected bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of MyGov or its clients without the prior written consent of MyGov. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure 9 of this RFP.
- b) The selected bidder will ensure that no information about the software / hardware / policies of MyGov etc. is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- c) Additionally, the selected bidder shall keep confidential all the proprietary details and information regarding the event.
- d) MyGov shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected bidder regarding any forbidden disclosure.
- e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. information already available in the public domain.
 - ii. information received from a third party who had the right to disclose the aforesaid information

- iii. information disclosed to the public pursuant to a court order
- f) Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose, and signatures of both parties.
- g) Notwithstanding anything to the contrary mentioned hereinabove, the selected bidder shall have the right to share the work order provided to it by MyGov in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

8.17. Fraud and Corrupt Practices

- a) The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics at all times during the selection process. Notwithstanding anything to the contrary contained in this RFP, MyGov shall reject a bid without being liable in any manner whatsoever to the bidder, if MyGov determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "prohibited practices") in the selection process. In such an event, MyGov shall, without prejudice to its any other rights or remedies, forfeit and appropriate EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, time, cost and effort of MyGov, in regard to the RFP, including consideration and evaluation of such bidder's bid.
- b) Without prejudice to the rights of MyGov under the above sections other clauses and the rights and remedies which MyGov may have under the Letter of Intent (LoI) or the contract/ work order, if a bidder is found by MyGov to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LoI or the execution of the contract/ work order, such bidders shall not be eligible to participate in any tender or RFP issued by MyGov for a minimum period of 3 (three) years from the date such bidder is found by MyGov to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.
- c) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i) "Corrupt practice" means
 - the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MyGov who is or has been associated in any manner, directly or indirectly with the selection process before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MyGov, shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - engaging in any manner whatsoever, whether during the selection process or after the execution of the contract/ work order, as the case may be, any person in respect of any matter relating to the project or the contract/ work order, who at any time has been or is a legal, financial or technical consultant / adviser of MyGov in relation to any matter concerning the project.
 - ii) "Fraudulent practice" means a misrepresentation or omission of facts or

disclosure of incomplete facts, in order to influence the selection process.

- iii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process.
- iv) "Undesirable practice" means
 - establishing contact with any person connected with or employed or engaged by MyGov with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - having a conflict of interest; and
 - "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

8.18. Licenses and Rights to use MyGov name and contents

MyGov does hereby grant to the Agency a limited non-exclusive license to use the Event name and MyGov name solely in connection with the preparations, programmes and management of the events, provided the Agency complies with the terms and conditions contained in this Agreement.

- a) The selected bidder shall not use the name of their own company in any official communication or promotional material pertaining to the event, either before, during or after the event without prior approval of MyGov.
- b) The selected bidder shall not use the names and the song/video/jingles for any event or purpose other than the said event.
- c) The authority of the selected bidder to use the MyGov content commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.
- d) The selected bidder shall not sublicense, transfer or assign the use of MyGov contents to any person or entity without the prior consent of the MyGov.

Right to Use of Site:

- a) MyGov shall hand over the site of the event to the selected bidder, 3 (three) days prior to the date of the event for their preparation and management. Accordingly, the selected bidder shall be required to handover the site back to the MyGov within 1 (one) day of the completion of the event. In case of change of site of event, the selected bidder must be informed at least 3 (three) days prior to the date of the event.
- b) It is the obligation of the selected bidder to maintain the horticulture and fixtures already present in the sites during their term of use. In case of damages caused at the sites due to fault of selected bidder, the MyGov has right to claim for compensation. The selected bidder shall not sublicense, transfer or assign the use of the site to any person or entity without the prior consent of the MyGov.

8.19. Force Majeure

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"),

provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, MyGov may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. MyGov shall however, be responsible to pay the agency for the services successfully rendered to the satisfaction of MyGov under the work orders/ purchase orders issued pursuant to the contract.

8.20. 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.

8.21. Indemnification & limitation of liability

- a. The selected bidder (the "Indemnifying Party") shall undertake to indemnify, hold harmless MyGov (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.
- b. 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.
- c. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - i. Indemnified Party's misuse or modification of the Service.
 - ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party.

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

- i. Procure the right for Indemnified Party to continue using it
- ii. Replace it with a non-infringing equivalent
- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- a. The indemnities set out above, shall be subject to the following conditions:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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
 - ix. 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).
- b. 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.
- c. 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.

- d. 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.
- e. 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 MyGov 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.

8.22. Dispute resolution

The Bidder and MyGov 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 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Annexures

Annexure 1 - Organisational profile

S. No.	Particulars	Details
1.	Name of Bidder	
2.	Legal status of Bidder (Company, Pvt. Ltd., Ltd., LLP, etc.)	
3.	Bidder's country of registration	
4.	Incorporation Details (Incorporation / Registration date and number)	
5.	GSTN number	
6.	PAN	
7.	Registered address (In country of Registration)	
8	Areas of business of the Bidder	
10.	Primary Contact Person (Name, Designation, address, mobile number, email)	
11.	Secondary Contact Person (Name, Designation, address, mobile number, email)	

Annexure 2 - Cover Letter for Bid

(To be submitted on the letterhead of the bidder)

To

The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY,
New Delhi-110003

Subject: Event Management for "8 Years of MyGov"

Dear Sir,

We, the undersigned, offer to provide services with reference to your Request for Proposal (RFP) dated <insert date> and our Proposal. We are hereby submitting our Proposal as part of this RFP requirement.

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

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules, and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company agrees with terms and conditions of the tender and the procedure for bidding, evaluation, and selection.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to MyGov are true, accurate, verifiable, and complete.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with MyGov.

We understand that you are not bound to accept or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]: Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

Annexure 3 - Performance Bank Guarantee

To,
The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY,
New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number >> for Selection of agency to undertake event management for MyGov. (Hereinafter called "the Bid") to MyGov (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees<<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to <<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

Annexure 4 - Format for Financial Bid Covering letter

<Location, Date>

To,

The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY,
New Delhi-110003

Subject: Event Management for "8 Years of MyGov"

Dear Sir,

The undersigned, on behalf of [give the name of bidder], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our financial proposal.

- a) We confirm that all the rates mentioned in our bid are in accordance with the terms as specified in this RFP. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.
- b) We hereby confirm that we understand that all the applicable taxes shall be including in the prices mentioned in the Financial Bid.
- c) We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. MyGov reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.
- d) We declare that our Bid Price is for the entire scope of the work as specified in the detailed terms of reference document. Our bid prices are mentioned in the submitted Financial Bid.
- e) Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal.
- f) We understand you are not bound to accept any proposal you receive. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- g) The financial bid is enclosed herewith as per the format given in Annexure 5 – Format for Financial Bid.

Annexure 5 – Format for Financial Bid

Sl. No.	Item Description	Item Code / Make	Quantity	Units	RATE In Figures To be entered by the Bidder in Rs.	TAX Amount in Rs.	TOTAL AMOUNT Without Taxes in Rs.	TOTAL AMOUNT With Taxes in Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10
1	Cost for Minimum Guarantee								
1.01	Event Management Cost for 2000 Participant	item1	1	Lump sum					
1.02	Welcome Kit Cost	item2	2400	Nos					
1.03	Food and Beverages (F&B) Cost	item3	2400	Nos					
2	Cost Discovery for higher volumes (Proportionate additional cost for every 10% of minimum guaranteed audience)								
2.01	Event Management Cost for 200 Participants	item4	1	Lump sum					
2.02	Welcome Kit Cost	item5	240	Nos					
2.03	Food and Beverages (F&B) Cost	item6	240	Nos					
Total in Figures									
Quoted Rate in Words									

Note:

- a) The quantity mentioned above, are indicative and for financial bid evaluation purpose only.
- b) The successful bidder needs to ensure end to end coordination and management with MyGov Saathis/Delegates and should share the final invitee database to MyGov.
- c) The successful bidders need to ensure necessary arrangements for the event based on the final confirmations and invitee database prepared by them post coordinating with delegates, with approval from MyGov
- d) MyGov will reimburse the payment done by selected bidder for Railway ticket, lodging and boarding for the guests as per the actual cost incurred.
- e) Payment for welcome kits and F&B will be made based on the numbers as per work order.
- f) Contract value will be worked out based on the final guest number decided by MyGov on mutual agreed terms and condition.

Annexure 6 – Power of Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for this project, in response to the < tender no > invited by the MyGov, including signing and submission of all documents and providing information / responses to MyGov in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

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 and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b) Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a 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.
- c) In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure 7 - Format for showcasing project experience

Project Title: <i>(Attach separate sheet for each project)</i>	
Name of client:	Approximate value of services provided:
Client (Government / Private):	Address of client:
Referrals (Client side): Name: Designation: Role in the project: Contact number: Email Id:	Name of senior team members of bidder involved in the project
Start Date (month / year): End Date (month / year):	Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase):
Narrative description of project: (in not more than 200 words)	
Description of actual services provided by your staff within the assignment: (in not more than 500 words)	
Relevance of assignment to current project: (in not more than 200 words)	

Annexure 8 - Format for Non-Blacklisting Self Declaration

<<On Bidder's Letter head>>

To,
Chief Executive Officer MyGov
Ministry of Electronics and Information Technology
CGO Complex, Lodhi Road, New Delhi 110003

This is to certify that _____ (name of the bidder), having registered _____ office _____ at _____ (address of the registered office), as on date of submission of the bid, doesn't have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons.

In case our organization gets blacklisted by any Government entity, even during contract period, we will inform the same to the MyGov in writing within 15 days from the date of blacklisting. In case of concealing any such information with MyGov, we are liable for the termination of the contract.

Signature: (Authorized Signatory)

Name:

Designation:

Address:

Seal:

Date:

Annexure 9 - Format for Non-Disclosure Agreement

(to be submitted by successful bidder post issue of Work Order)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by and between MyGov ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). The confidentiality obligations shall survive the termination of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients
- c. Not to make or retain copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from

- Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so
- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in oral/ printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
 4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
 - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information
 5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
 6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/ or third party without prior written approval of the disclosing party.
 7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual

property right is either granted or implied by the conveying of Confidential Information to such party.

8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to MyGov, MyGov
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/ or Forums situated at New Delhi, India only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

Name:

Title:

For Company

Name:

Title:

WITNESSES:

- 1.
- 2.

Annexure 10 - Format for Annual Turnover

TO WHOMSOEVER IT MAY CONCERN

We may verify the books of accounts and related record of M/s..... situated at address of the Firm/company..... and on verification of the records, we hereby certify that average Turnover of this mentioned entity/firm during the last five (5) financial years which are as under:

S. No.	Financial Year (FY)	Turnover (In Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
4	2019-20	
5	2020-21	
Average Annual Turnover of last Five (5) financial years		

Place:

Date:

Sign & seal of Chartered Accountant:

Annexure 11 - Format for CV

Sl.N	Proposed Position	SPOC-Event Manager
1.	Name	
2.	Qualifications	
3.	Total years of experience and relevant experience in Event Management	
4.	Details of Events undertaken as mentioned below for minimum three projects in past 10 years.	
5.	Event Name: Client Name: Event Value: Event Size-Participants: Event Date: Role/Work area:	

Annexure 12 - Pre-Qualification Checklist Compliance

S. No.	Criteria	Documents required	Compliance (Yes/No)	Ref. In the Proposal
1.	Organisational profile	As per the format given in this RFP		
2.	Cover letter for Bid	As per the format given in this RFP		
3.	Power of Attorney	As per the format given in this RFP		
4.	The bidder to submit an EMD of Rs. 10,00,000/- (Rupees Ten Lakhs only) in the form of DD as per the details given in this RFP	The EMD to be given in the form of DD and to be placed in Pre-Qualification proposal		
5.	<p>i. Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.</p> <p>ii. Registered with the Income Tax Authorities</p> <p>iii. Registered with GST Network</p> <p>iv. Should have been in business in this fields at least for last 10 years</p>	<p>i. Copy of certificate of incorporation along with name change if any</p> <p>ii. Copy of PAN Card</p> <p>iii. Copy of GST registration certificate</p> <p>iv. Copy of at least one work order for the work executed by the agency on or before May 2012.</p>		
6.	The bidder should have an average annual turnover of minimum INR 100 Crore during the last five audited financial years (FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20 & FY 2020-21).	<p>Certificate from the chartered accountant.</p> <p>The turnover details must be provided as per the format given in this RFP at Annexure-10</p>		
7.	<p>The agencies should have successfully executed at least 2 large events each of value more than INR. 3 Cr. for Government of India/State Govt. with VVIPs during the past 5 years.</p> <p>The contract/ work order should be in the name of bidder.</p>	<p>Details of the assignments as per Annexure 7 provided in this RFP, along with the following documents:</p> <p>Work order</p> <p>Completion certificates from the</p>		

		Client / Self-certificate by the agency		
8.	<p>The agency should be empanelled with Bureau of Outreach and Communication (BOC) as a multimedia agency under Category 'A'</p> <p>Or</p> <p>The agency empanelled by BOC through RFE no.22201/DCID/Creative Prod/2122 dated 21.11.2021</p>	<p>Signed Letter of empanelment with Bureau of Outreach and Communication (BOC) as a multimedia agency under Category 'A'</p> <p>Or</p> <p>Signed letter of empanelment by BOC through RFE no.22201/DCID/Creative Prod/2122 dated 21.11.2021</p>		
9.	The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorized signatory of the bidder as per Annexure 8 of this RFP		
10.	The Bidder should have minimum 50 professional manpower having relevant experience in organizing indoor/ outdoor events involving VVIPs.	Self-Certificate signed by HR head of bidder		
11.	Any other document relevant for this section as per the requirement of this RFP	As per the format given in this RFP		

“FORMAT OF “ADVANCE BANK GUARANTEE”

Sub: Advance Bank Guarantee no.for value..... [Insert ABG value here] in respect of Work Order, No (“WO”)Dtd.....for value..... [Insert total WO value] for [Project name].

In consideration of MyGov, Ministry of Electronics & Information Technology 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 (**“the Purchaser”**) agreeing to make advance payment of [Insert ABG value in figures and words] (**“Advance Payment”**) to..... [Insert the name of the SUPPLIER with address, contact person’s telephone /mobile number and email address], having its registered office at.....{Insert the full address} (**“the Supplier”**) which has been unequivocally accepted by the Supplier and the Supplier having agreed to provide an irrevocable Advance Bank Guarantee [**“Advance Bank Guarantee”**] *in* accordance with the terms and conditions of the said WO, we,{Insert the Issuing Bank name and address, telephone and fax numbers} whose principal place of business is at {Insert the full Address] (**“the Guarantor”**) hereby unconditionally agree and undertake to hold at your disposal, [Insert ABG value] and agree with you as follows:

1. Under the terms of the said WO, the Purchaser has agreed to pay to the Supplier an advance payment of [insert the ABG value in figures and words) being % Of the basic value/total value of the said WO, against furnishing of an Irrevocable Advance Bank Guarantee of equivalent amount by the Supplier.
2. The Guarantor at the request of the Supplier has agreed to give this unconditional and irrevocable Advance Bank Guarantee and agree and undertake not to revoke the same.
3. The Guarantor, hereby guarantee that the Supplier will duly comply and faithfully perform all their obligations and responsibilities under the said WO, failing which we, the Guarantor, do hereby unconditionally undertake to pay to the Purchaser ON MERE DEMAND AND WITHOUT ANY DEMUR AND WITHOUT RECOURSE TO THE SUPPLIER such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of [insert ABG value in figures and words].....
4. The Advance Bank Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Supplier but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Purchaser under the Advance Bank Guarantee are paid.
5. The decision of the Purchaser that any sum has become payable shall be final and binding on the Guarantor.
6. The Advance Bank Guarantee shall be governed by the laws of India.

7. We shall on simple demand from the Purchaser pay immediately to the Purchaser, the said amount of (Insert ABG value in figures and words) without any demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, to compel the Guarantor to pay the Advance Payment amount, even if the Supplier considers such demand of the Purchaser is unjustified.

8. Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Bank on or before the expiry date of the Advance Bank Guarantee. The Purchaser may lodge request/demand in writing at our branch [Insert specific branch name and full address with tel/fax numbers] at on or before the expiry of the Advance Bank Guarantee as stated under clause no.9.

9. Our liability under the Advance Bank Guarantee is restricted to a sum of [Insert ABG value in figures and words) and the Advance Bank Guarantee shall remain in force until(date) or such extended period as may be required by the Purchaser & Supplier and unless a claim under the Advance Bank Guarantee is lodged with us within three months from the date of expiry of the Advance Bank Guarantee at ourbranch i.e. on or before(date) or such extended period as the case may be, all your rights under the Advance Bank Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under the Advance Bank Guarantee.

10. We confirm that all your claims under the Advance Bank Guarantee shall be payable at our above-mentioned Branch immediately.

11. We, further confirm that, we have powers to issue the Advance Bank Guarantee under our Constitution (including Memorandum and Articles of Association) and other applicable documents, and the undersigned have full powers to do so under the Power of Attorney / authorization granted to me/us by [Insert the Name of the Bank].

Dated this day of 201_

Yours faithfully
 For and on behalf of Issuing Bank name

Authorized Signatory

Authorized Signatory

.....End of Document.....