

# **Request for Proposal for selection of Event-Booth Management Agency**

Proposals are invited from the reputed and experienced Agencies/ Companies / Firms/ Consortiums for working with the National Internet Exchange of India (NIXI) to conceptualise, design, fabricate, install, manage and dismantle the India Booth.

The 'RFP Document' may be downloaded from  
[www.nixi.in](http://www.nixi.in), [www.registry.in](http://www.registry.in), [www.irinn.in](http://www.irinn.in), [www.deity.gov.in](http://www.deity.gov.in)/ Tender Section.

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<b>Key of Abbreviations</b>	
<b>Abbreviation</b>	<b>Full Name</b>
ccTLD	Country Code Top Level Domain
PDR Act	Delhi Public Demands Recovery Act
EMD	Earnest Money Deposit
FY	Financial Year
GF&AR	General Financial and Accounts Rules
GoI	Government of India
IG	Internet Governance
IGF	Internet Governance Forum
INR	Indian National Rupees
ITB	Instructions to Bidders/Consortium of Bidders
ISPs	Internet Service Providers
NIR	National Internet Registry
NIT	Notice Inviting Tender
NIXI	National Internet Exchange of India
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SD	Security Deposit
SOW	Scope of Work and Deliverables
TS	Technical Score
WPRs	Weekly Progress Reports

<b>Sheet of Applicable Dates*</b>		
<b>S.No.</b>	<b>Particular</b>	<b>Details</b>
1.	<b>Date for Issue of Short Tender Document</b>	22 August, 2015
2.	<b>Pre-Bid Clarification received by Email</b>	24 August, 2015 by 17:00 Hours
3.	<b>Pre-Bid Clarification response by Email</b>	26 August, 2015 by 17:00 Hours
4.	<b>Last Date and Time for Submission of Technical and Financial Proposals</b>	09 September, 2015, 17:00 Hours
5.	<b>Date and Time for Opening of Proposals:</b>	
	<b>Technical</b>	11 September, 2015, 16:00 Hours
	<b>Financial</b>	14 September, 2015, 11:00 Hours
6.	<b>Declaration of Successful Bidder</b>	15 September, 2015, 17:00 Hours
7.	<b>Award of Work Order</b>	15 September, 2015

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

<b>Contact and Address Details (For Submission of the Proposal and Proposal Related Queries)</b>	
<p>NIXI (National Internet eXchange of India)  Regd. Office: Flat No. 6B, 6th Floor, Uppals M6 Plaza,  Jasola District Centre, New Delhi-110025</p> <p>Tel.: +91-11-48202012,  Tel. : +91-11-48202000,  Fax: +91-11-48202013</p> <p>E-Mail: <a href="mailto:rajivjha@nixi.in">rajivjha@nixi.in</a>  <a href="mailto:info@nixi.in">info@nixi.in</a></p>	
<b>Website(s)</b>	<a href="http://www.nixi.in">www.nixi.in</a> <a href="http://www.irinn.in">www.irinn.in</a> <a href="http://www.registry.in">www.registry.in</a> <a href="http://www.deity.gov.in">www.deity.gov.in</a>

## **Section 1: Notice Inviting Tender**

Dated: 22.08.2015

**Conceptualisation, designing, fabrication, installation, management and dismantling of the ‘India Booth’ during Global Internet Governance Forum (IGF) Conference at João Pessoa, Brazil from 10-13 November 2015**

### **1.1. Introduction**

#### **National Internet Exchange of India (NIXI):**

NIXI is a not-for-profit organization under section 25 of the Companies Act, 1956 for peering of ISPs (internet service providers) among themselves for the purpose of routing the domestic traffic within the country. It also operates National Internet Registry (NIR) and Registry of India’s Country Code Top Level Domain (ccTLD) .IN.

### **1.2. Invitation to Bidders / Consortium of Bidders**

The invitation is for selection of an Agency / Company / Firm / Consortium to provide ‘Event-Booth Services’ to The National Internet Exchange of India (NIXI) in relation to organisation of ‘India Booth’ at Internet Governance Forum (IGF) 2015.

NIXI requires the services of a professional agency, for creative conceptualisation and construction of ‘India Booth’ at the Global Internet Governance Forum (IGF) Conference in João Pessoa, Brazil during 10-13 November 2015.

The primary objective is to organise a booth at the venue of Global Internet Governance Forum (IGF), Brazil. It is to ensure that at the IGF 2015, India’s initiatives in the area of internet growth and its governance, and the related relevant ICT statistics are highlighted in a creative, captivating and interactive manner. By this the aim is to ensure that the participants get a positive learning experience and important takeaways from India.

The participating agencies must have previous experience of conceptualizing, designing and construction of booths at national and international conferences and exhibitions. The participating agencies must also have a track record of annual

turnover from event organising operations of INR 5 crores or more, during the last three financial years (i.e. 2012-13, 2013-14 and 2014-15).

The RFP Document can be downloaded from [www.nixi.in](http://www.nixi.in), [www.irinn.in](http://www.irinn.in), [www.registry.in](http://www.registry.in), [www.deity.gov.in](http://www.deity.gov.in) 'Tender Section'.

Last date for submission of tender is **1700 hrs. on 09.09.2015**. NIXI may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of NIXI and Bidders / Consortium of Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. In the event of any corrigendum, the same will be published on the NIXI's website.

Earnest Money Deposit (EMD) of INR of **2,00,000** is required.

All Bankers' Cheques / Demand Drafts Should be in INR and from any Nationalized / Scheduled Bank in favour of National Internet Exchange of India (Payable at New Delhi).

**Chief Executive Officer  
National Internet Exchange of India**

**New Delhi, India**



## Section 2

### Brief Description of the Project

- National Internet Exchange of India (NIXI) regularly participates in major international and national conferences covering the areas of internet governance and information and communication technologies. National Internet Exchange of India (NIXI) would be organizing an 'India Booth' at the forthcoming Internet Governance Forum (IGF) village at João Pessoa, Brazil from 10-13 November 2015.
- The 'India Booth' is planned to be organized at the Internet Governance Forum (IGF) 2015, at the IGF Village proposed to be created at *Poeta Ronaldo Cunha Lima Conference Center*, at João Pessoa, Brazil.
- IGF 2015 will discuss the importance of the internet in the context of the implementation of the post 2015 Sustainable Development Goals (SDGs). The programme of the IGF 2015 will include several main plenary sessions, workshops, and roundtables, and in addition many booths by different organisers. This 'Request for Proposal', is calling proposals only for services for the booth that will be organised by NIXI.
- For this purpose, NIXI requires the services of a professional agency for conceptualization, designing and construction of the India Booth and providing other related ancillary services during the event (as detailed under the Scope of Work).
- The Indian booth at this International conference should present India as a powerhouse of internet, mobile and information and communication technology-led initiatives and should seek to highlight the rapid strides that India has made in recent years for bringing power of technology to the doors of every Indian Citizen. The booth should be visually interactive; have an inviting look, and be open with minimum barriers. The essence of 'India Booth' should be content intensive and technology enabled interactive learning experience, in a state of the art atmosphere.

## **Section 3: Instructions to Bidders / Consortium of Bidders (ITB)**

### **3.1. Conflict of Interest**

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

### **3.2. Validity of Proposal**

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

- Proposals shall remain valid for a period of 30 days from the date of opening of Proposal.
- NIXI reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances NIXI 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.

### **3.3. Right to Accept or Reject any Proposal**

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

### **3.4. Fraud and Corruption**

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

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

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NIXI or its personnel in Work Order executions.

- "Fraudulent Practice" means a misrepresentation of facts, in order to influence a Selection process or the execution of a Work Order, and includes collusive practice among Bidders / Consortium of Bidders (prior to or after Proposal submission) designed to establish Proposal Prices at artificially high or non-competitive levels and to deprive NIXI of the benefits of free and open competition.
- "Unfair Trade Practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

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

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

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

### **3.5. Clarifications and Amendments:**

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

### **3.6 Earnest Money Deposit (EMD)**

- The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to INR 2,00,000 (Indian National Rupees Two Lakh Only) along with the technical bid in Envelop 1.
- The EMD shall be in Indian National Rupees and shall be in the form of Bankers Cheque or Demand Draft from any of the Nationalized / Scheduled Bank in favour of the National Internet Exchange of India, payable at New Delhi.

- The earnest money of unsuccessful Bidders / Consortium of Bidders shall be refunded latest on or before the 30<sup>th</sup> day after the award of the work contract.
- EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

### **3.7 Preparation of Proposal**

The Bidder must comply with the following instructions during preparation of Proposals:

- The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may render the proposal liable for rejection.
- The Proposal and all associated correspondence shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Proposal. And, where formats are not prescribed, the submissions shall conform to the standard and recognized formats.
- The Proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the Work Order. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the Proposal to be returned in case it is declared late pursuant, and for matching purposes.
- Proposals received by facsimile/email shall be treated as defective, invalid and rejected. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

### **3.8 Pre-bid Clarification by Email**

A prospective Bidder, requiring a clarification on the RFP shall notify NIXI via email, addressed to [rajivjha@nixi.in](mailto:rajivjha@nixi.in) and [info@nixi.in](mailto:info@nixi.in) by 17:00 Hours August 24, 2015. NIXI will respond to all such queries by 17:00 Hours, August 26, 2015.

### 3.9 Submission of Proposal

- The two sealed covers, superscribed 'India Booth, IGF 2015 - Technical Bid' and 'India Booth, IGF 2015 - Financial Bid' respectively should be put up in a separate cover superscribed 'India Booth, IGF 2015 - Technical and Financial Bid' with the details of the company. eg. Full Name, Postal Address, Fax, E-mail, Telephone number of the Tenderer on the bottom left corner of the cover and submitted to The CEO, National Internet Exchange of India (NIXI), New Delhi on or before 1700 hrs of 09.09.2015.
- All the documents submitted by the agencies should be signed and duly sealed on each page by the authorised signatory of the company. The document in each cover should be spiral bound, duly page numbered, and properly indexed.
- Bidder shall be required to submit 2 hard copies (1 Original + 1 Duplicate) of the complete proposal.
- The proposals should not contain any irrelevant or superfluous documents
- The agencies who do not submit their bids in the proper format, with required documents and in the required format will be liable for rejection.

The tender shall be submitted in two covers as follows:

#### **Cover-I: Technical Proposal –**

- The envelope containing Technical Proposal shall be sealed and superscribed '**India Booth, IGF 2015 - Technical Bid**':
- Cover I shall include the following documents/details:

[Duly filled Form-8B, Form-8C and Form-8D, along with the EMD and other relevant and required details and documents, shall be submitted as part of the Technical Proposal].

- (i) Details of the Tenderers/ Bidder
  - Profile of the Agency / Company
  - Details of Technical Manpower and Staff available in-house
  - Track Record –

Details of involvement in similar events, with copies of relevant work orders/ completion orders in support of the details furnished. Experience of setting up Booths /Stalls at Domestic and International Conferences / Exhibitions/Events during the last three years may be highlighted.

- All bidders should submit a self undertaking that they have never been blacklisted by any Government of India Ministry/ Department/ Authority/ Organisation/ Agency.
- Statements, indicating turnover of the company during the last three financial years (i.e. 2014-15, 2013-14 and 2012-13), duly certified by Chartered Accountant
- Copy of Income Tax Returns submitted for the last three financial years and Permanent Account Number (PAN), Service Tax Registration Number and Certificate of Incorporation issued by Registrar of companies.

(ii) The Concept/ Design of the India Booth with detailed layout, decoration plan, etc. in hard copy as well as on CD

(iii) EMD (Earnest Money Deposit) of **2,00,000/- (Rupee Two Lakh only)**, in the form of Demand Draft drawn in favour of National Internet Exchange of India, payable at New Delhi.

(iv) The EMD must be submitted with the Technical Bid in Cover I and not with the Financial Bid.

### **Cover-II: Financial Proposal –**

- The envelope containing Financial Proposal shall be sealed and superscripted '**India Booth, IGF 2015 - Financial Bid**':
- Cover II shall include the following documents/details:

[Duly filled Form-8E and Form-8F and other relevant and required details and documents, shall be submitted as part of the Financial Proposal].

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

- Construction, maintenance and dismantling of the Booth
- Decoration and Display within the Booth
- Booth equipments (Renting Cost)

- Creative conceptualisation
- Printing of collaterals
- Transportation of material if any to the site and back.
- Expenditure on any other activities/ components including those not listed in the scope of work (these may be specified)
- Overseas insurance costs (to be specified)
- Travel costs
- Manpower cost
- Total cost of the event (exclusive of taxes)
- Taxes as applicable
- Total cost of the event (inclusive of taxes)

- Bidder must provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.
- The financial bids will be evaluated on the basis of total cost exclusive of taxes.
- The financial bid should be in Indian Rupees (INR) only.
- The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the NIXI.
- The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

### 3.10 Eligibility Evaluation

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

Sl. No.	Criteria	Documentary Evidence
1.	The Agency/Company/ Firm/ Consortium, All member-agencies in case of Consortium, should be a registered entity with minimum 3 years of existence on the day of the submission of bid. In case of consortium the lead agency / firm shall be the bidder.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/ Registration</li> <li>• Permanent Account Number (PAN)</li> <li>• Service Tax Registration Certificate</li> </ul>
2.	The Firm / Agency (all members put together in the case of a Consortium) should have a minimum average turnover of INR 5 Crores or more during the last three financial years (i.e. 2014-15, 2013-14 and 2012-13).	Audited Balance Sheets and Profit & Loss Statements for the last three financial years countersigned by Chartered Accountant
3.	In last 3 years, Agency/ Company/ Firm/ Consortium (Any member of the Consortium) must have completed minimum 3 projects of International level 'Event-Booth Management' or minimum 3 projects of similar nature either with government or private sector, encompassing tasks such as conceptualizing, designing, constructing and managing of booths / stalls/ pavilions at prestigious international conferences and exhibitions held at overseas locations.	Work Order / Client Completion Certificate
4.	In last 1 year, Agency/ Company/ Firm/ Consortium (Any member of the Consortium) must have worked with the Government of India on minimum 1 project of value of Rs. 1 crore and above	Work Order / Client Completion Certificate
5.	In last 1 year, Agency/ Company/ Firm/	Work Order / Client Completion



	Consortium (Any member of the Consortium) should have worked on creative conceptualisation and booth management services in relation to <i>ICT Related Events</i> .	Certificate
6.	The, Agency/ Company/ Firm/ Consortium must be capable of conceptualising and creating content, keeping in view the multi-country, multi-lingual participants.	Self-Certification
7.	The, Agency/ Company/ Firm/ Consortium (Any member of the Consortium) must have minimum 15 experienced professionals in the area of 'Event-Booth Management'. It must have adequate human and logistic resource to meet the requirements, and must be equipped to liaison extensively and independently.	Self-Certification
8.	The , Agency/ Company/ Firm/ Consortium / Any member of the Consortium should not have been black listed by Central or State Governments & PSUs.	Self-Certification

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

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

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

### 3.11 Evaluation of Proposals

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

- Technical bids will be opened in the presence of representatives of agencies submitting bids at **1600 hrs** on **11<sup>th</sup> September 2015** to ascertain fulfilment of eligibility criteria and submission of required documents.
- Thereafter, a Constituted Committee will evaluate the Technical Bids of the agencies which are found eligible after initial scrutiny of the bids, on the basis of presentations to be made by the eligible tenderers/agencies before the said Committee at NIXI. The date, time and venue of the presentations will be conveyed to the eligible agencies who could submit their bids in time.

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

S.No.	Component	Marks
i.	Experience of setting up Booths / Stalls at National and International conferences / Exhibitions / Events during last 3 years	05 marks
ii.	Proven track record of international experience	05 marks
iii.	Experience of working with Government of India during last 1 year with minimum 1 project of value of Rs. 1 crore and above	10 marks
iv.	Experience of constructing and managing booth in a Information and Communication Technology related Events in last 3 Years	05 Marks
v.	Concept and Design of Booth	25 Marks
vi.	Effective utilisation of space in the booth	10 Marks
vii.	Innovative ideas and other attractions in the Booth	05 marks
<b>Total</b>		<b>70 Marks</b>

- Whereas, Technical Evaluation will carry a weightage of 70 marks, financial bids will carry weightage of 30 marks.
- The agencies scoring 70 per cent marks (49 marks) or above in Technical Evaluation shall be eligible for opening of their financial bids.

- The financial bids of **only** eligible agencies will be opened in the presence of their representatives.
- The agency which scores the highest aggregate marks on the basis of technical and financial evaluation (after adding the scores from the technical and financial evaluation) will be awarded the contract for construction of the India Booth at the event.
- The Financial Bid is to be submitted, based on space of 120 sq. ft for the India Booth at Global Internet Governance Forum (IGF) Conference in Brazil 2015. However, in the event of any change in the space booked for the India Booth at the event, the total cost (exclusive of taxes) quoted by the agency would be reduced / increased on pro-rata basis.

### **3.12 Terms of Payment:**

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

- I. **Payment of 30%** of the total contractual amount will be made by cheque/ bank draft/ electronic transfer on issue of work order by NIXI in New Delhi
- II. **Payment of 40%** of the total contractual amount will be made through cheque/bank draft/ electronic transfer on completion of construction of booth and handing over the booth to concerned authority, by NIXI in New Delhi.
- III. **Payment of 15%** of the total contractual amount will be made through cheque/bank draft/ electronic transfer on completion of the Conference, dismantling the booth and clearing of the site, by NIXI in New Delhi.
- IV. **Payment of Balance 15%** of the value of the contract will be made by cheque /bank draft / electronic transfer by NIXI in New Delhi, after completion of the event and ascertainment by NIXI that work was carried out satisfactorily and in accordance with the terms and conditions of the Work Order issued to the Agency.

## Section 4: Project Scope and Specification

### 4.1 Scope of Work and Deliverables:

Conceptualization, designing and construction of India Booth and providing other related ancillary services, [as detailed in the Specifications and Requirements in para 4.2 of this tender document], at the Global Internet Governance Forum (IGF) conference in João Pessoa, Brazil during 10-13 November (2015).

#### THE SCOPE OF WORK WILL INCLUDE:

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

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

## 4.2 Specifications and Requirements:

### Booth Details and Requirements:

The India Booth at Global Internet Governance Forum (IGF) Conference will have a total area of 120 sq. ft (15 ft X 8 ft).\*

<b>Details of the Booth</b>			
<b>Name of the Event</b>	<b>Location of the Fair</b>	<b>Month</b>	<b>Area in (Sq. Ft.)</b>
<b>IGF 2015</b>	<b>Brazil</b>	<b>November 2015</b>	<b>120 *</b>

\* This larger booth area has been requested and is most likely to be allocated for the ‘India Booth’. However, as specific statement of approval is yet to be received, thus assuming that in rare instance there may be variation and booth dimension may be lesser. In event of any such change, ‘Work Order’ may require to be having revised requirements and terms, and Agencies will accordingly be required to conform, and provide concept, design, construction and management services corresponding to those terms.

- The Booth should reflect an open and inviting look, with minimum barriers;
- The booth should be highly interactive and use appropriate cutting-edge technology;
- The Booth should have a professional lay out conducive for interactive display;
- There should be easy accessibility to and within the Booth;
- Booth should be visible from distance;

- The Booth should be erected on a raised platform of 2 inches and all images displayed should be back lit using Translites.
- In addition, Booth should have:
  - Prominent, visible and double signage
  - Visible and prominently located Reception area with Information Counter
  - Covered storage place
  - Internet connectivity and individual electrical connections
  - Greenery/Plants to be placed within the Booth

**Project Manpower:**

- The agency must assign dedicated Project Manager for the project, and arrange adequate staff for booth management at the venue, for all four days of the IGF 2015.
- The agency must also ensure that dedicated Project Manager coordinates with NIXI and other relevant entities for availing the research support.

**Timelines:**

- The selected Agency shall begin ‘Event Booth Management’ work from the day of Work Order signing till the completion of project.
- The selected Agency shall furnish all work as stated in the Scope of Work, in a timely manner.
- Assuming that the engagement starts at time T (Time of Issuance of Work Order), the following is an indicative list of deliverables and milestones for the agency,.

S. No.	Deliverables	Timelines
1.	Inception Report	T+5 days
2.	Preparation and Submission of Detailed Plan of Action	T+10 days
3.	Designing, Conceptualising, Content Integration in Concept, Demos	Continuous Work till the end of the period
4.	Event Booth Management related liasioning, approvals, preparations and other activities	Continuous Work till the end of the period
5.	On-site Event Booth Management	November 10-13, 2015

Weekly Progress Reports (WPRs) to be submitted every week indicating the activities remaining / completed as against the scheduled tasks / activities.

### **Project Approach:**

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

### **Broad Imagery of ‘India Booth’:\***

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

- Modern technology including large touch screen/video screens/walls should be incorporated in the Booth.
- The video wall / screen would have static displays for photo opportunities, interactive content, as well as loops of educational films.
- Vision is so to maintain the interactive character of the Booth. Requirement is of having an interactive content enriched booth. For example, there could be an interactive tech-enabled display unit/system/dashboard/globe could be created showing relevant Internet and Country Statistics. e.g. Statistics such as – *Number of Internet Users in India and Elsewhere; No. of Mobiles Enabled Internet Users in India and Elsewhere; No. of Rural Internet Users*

*in India and Elsewhere; IPv4: IPv6 Ratio in India and Elsewhere; Cyber Crimes Rate in India and Elsewhere*, could be collated from reliable sources and could be displayed. Co-relation Patterns of all these statistics with GDP and Human Development Index of different countries could also be depicted.

- Vision is also of ensuring interactive engagement. For example, there could be a Photo corner within booth with facility of instant pictures in front of fine screen that can be changed to any backdrop of Indian location. The pictures can be uploaded to a server and the visitors can be given a code to download them.
- The Booth should have an interactive board and should showcase three zones on: Internet and India; Internet and the World, and India and Internet Governance Engagement. These are likely to have following elements (subject to change):

**First, 'Internet and India' Wall** depicting visuals/ maps on themes such as:

- Digital India,
- India's National Optics Fibre Network (NOFN),
- National Knowledge Network,
- My Gov Platform
- Aadhar etc.

**Second, 'Internet and World' Zone** displaying visuals/ maps/ collages/ timelines such as:

- World Internet Users Map,
- World IPv6 Penetration Map,
- Types of applications/ services most likely to be used by the next billion users,
- Graph Depicting Clusters of Internet Governance Issues
- Graph Depicting Timeline of Major Internet Governance Events etc.

**Third, 'India and Internet Governance Engagement' Zone** highlighting visuals such as:



- Pictures from ‘IGF 2008 held at Hyderabad, India’;
- Pictures from ‘ICANN 31 held in 2008 at New Delhi, India’;
- Pictures from ‘APRIGF’ held in 2014 at New Delhi, India;
- Pictures from ‘APNIC’ and ‘APRICOT’ held in 2012 in India;
- Visuals relating Indians in IGF MAG;
- Visuals relating Indians in Various IG Organisations;
- Visuals relating Indian People and Programmes that have received prestigious internet awards (like WSIS Award, Internet Hall of Fame Entry) etc.

## **Section 5: Terms and Conditions\***

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

### **Section 5.1 Project Specific Terms and Conditions**

#### **5.1.1 Compliance of Law and Norms:**

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

#### **5.1.2 Booth Quality, Standards and Safety:**

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

#### **5.1.3 Booth Material:**

- **Insurance**: Insurance, including transit insurance will be arranged by the service provider.
- **Ownership Rights**: Any Displays / Translites produced for the 'India Booth' at the IGF 2015 will be the property of NIXI, on completion of the contractual period.

#### **5.1.4 Booth and Usage of Logos:**

- The Agency will be required to strictly maintain the ‘Non-Commercial Nature’ of the Booth and shall not highlight logos of any of the NIXI operations leading to breach of the IGF 2015 requirement of the ‘Non-Commercial Nature’ of the Booth.
- The Agency will be also required to not use the NIXI logos in any way, even in flyers, brochures, handouts and booklets, which may deceive anyone.
- Also, agency shall not abuse the use of the Government Emblems and Logos of any other entity in any way which may be deceiving.

### **Section 5.2 General Terms and Conditions**

#### **5.2.1 Disqualification/Rejection of Proposal**

- Incomplete and conditional bids will be rejected outright.
- Agency shall not assign or sublet the Work Order or any substantial part thereof to any other agency, nor can the agency have arrangement with other company solely for bidding purpose.
- Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
- Any errors and/or over-writings may lead to disqualification. There should not be errors and/or over-writings, and corrections, if any, should be made clearly and initialled with dates.
- If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the ‘Letter of Acceptance of Bid’ issued by NIXI.

#### **5.2.2 Rates in Financial Proposal:**

- Rate shall be written both in words and figures.

- The rates should mention elements of the service charges or any other charges separately.
- Rates quoted will be valid up to 120 days from the issue of Work Order.

### **5.2.3 Immediate Obligations of Successful Bidder(s):**

- Successful Bidder will have to execute an agreement within a period of 3 days of receipt of confirmation order. Though for all purposes, the work order accepted by the bidder and issued by NIXI will be considered as the formal contract.
- Before awarding of the contract, successful bidder will have to deposit security amount equal to 10% of the tendered amount as Security Deposit (SD)/ Performance Bank Guarantee (PBG).

### **5.2.4 Performance Bank Guarantee (PBG):**

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

### 5.2.5 Timeline Adherence:

- Given the nature of project, in conformity with the schedule of IGF 2015, for all aspects and purposes of 'India Booth' strict adherence of the timelines is required.
- Booth concept demo; preparation and installation; ancillary transportation and approvals, and every other requirement has to be finished well within time.
- In highly exceptional scenario if the Agency requires an extension of time in completion of the specific initial stages work on account of occurrence of any hindrance, it shall apply in writing to NIXI immediately within 2 days from the occurrence of the hindrance. The case will be examined and permission in writing will be necessary for the Bidder. In such cases for specific project aspect, period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Bidder.

### 5.2.6 Damages and Recoveries:

- Liquidated Damages: In the event of any loss/damage to NIXI due to delay and/or deficiency in supply/completion of services, the Bidder shall be liable to compensate NIXI by paying a sum of money commensurate to the actual damages suffered by NIXI.

In the event of service provider's failure to complete the work within the specified time, and as per the requirements of standards of quality constructions, as mentioned in the tender document, NIXI will recover from the service provider, as Liquidated Damages, a sum of 10 % of the contract price for every day's delay.

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

- Recoveries: Recoveries of liquidated damages shall be from Vendor's PBG available with NIXI. In case recovery is not possible recourse will be taken under Delhi Public Demands Recovery Act (PDR) Act or any other applicable law in force.

### **5.2.7 Termination of the Work Order:**

- In cases of delays and deficiency of services and in case of violations of terms and conditions of this RFP, the NIXI reserves the right to terminate the Contract in a shorter period than the one specified in this Tender Document
- If the services are not up to satisfaction, Work Order can be terminated at any time by the CEO of NIXI. Agency will be given hearing opportunity in such cases. In such cases, given the nature of the project and its strictly short timeline, notice period will be of maximum 7 days.
- NIXI also reserves the right to terminate the contract of any agency in case of change in the Government procedures.

### **5.2.8 Risks and Agency Obligations:**

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

### **5.2.9 Force Majeure:**

- Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.

- If there is a delay in performance or other failures by the service provider to perform its obligation under its contract due to event of a Force Majeure, the service provider shall not be held responsible for such delays/failures.
- If a Force Majeure situation arises, the service provider shall promptly notify NIXI in writing of such conditions and the cause thereof providing sufficient and satisfactory evidence immediately on occurrence of such event.
- Unless otherwise directed by NIXI in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **5.2.10 Dispute Resolution and Jurisdiction:**

- **Mutual Consultation:**

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

- **Arbitration:**

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

- **Jurisdiction:**

If necessity arises to institute legal case by any of the parties, it has to be instituted in the courts situated in New Delhi only. The contract shall be governed by the Laws of India, and any disputes that may arise shall be decided by the Courts located in New Delhi, India only.



## **Section 6: Opening of Proposal**

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

## **Section 7: Award of Work**

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

## Section 8: Proposal Formats

NIXI invites the Proposals from the Agencies/Companies/Firms/Consortium for the 'Event Booth Management'. Bidders/Consortium of Bidders are/is required to submit Proposals in the formats as given under.

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

<u>Form-8A</u>	Covering Letter
<u>Form-8B</u>	Bidder's Organization / Consortium Details
<u>Form-8C</u>	Technical Qualification and Capability Details
<u>Form-8D</u>	Details of Similar Assignments
<u>Form-8E</u>	Covering Letter – (for Financial Proposal)
<u>Form-8F</u>	Financial Bid Format
<u>Form-8G</u>	Power of Attorney for Lead Member of Consortium

## **8.1 FORM 8A: Covering Letter**

**[Bidders / Consortium of Bidders are/is required to submit the covering letter as given hereinunder, on their letterhead]**

To,

**Chief Executive Officer,**  
National Internet Exchange of India,  
Flat N- 6B, 6th Floor, Uppals M6 Plaza,  
Jasola District Centre,  
New Delhi- 110 025

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

Dear Sir,

1. We, the undersigned, having carefully examined the **RFP**, propose to provide the required services, in full conformity with the said RFP.
2. We have read all the provisions of the said RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Financial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the said RFP and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.
6. We declare that we do not have any interest in downstream business, which may ensue from the assignment.
7. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

9. Banker's Cheque / Demand Draft No. ----- dated ----- drawn in favour of the National internet Exchange of India, payable at New Delhi for Rs. 2,00,000/- is enclosed towards EMD.

Yours faithfully,

**Date**

**Signature**

**Designation**

**8.2. FORM 8B: Bidder's Organizational / Consortium Details**

**Organization and Financial Information (on the official letter head)**

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

<b>Financial Information (All Figures in Lakhs)</b>			
	<b>FY 2014-15</b>	<b>FY 2013-14</b>	<b>FY 2012-13</b>
Revenue in INR			
Any other information			

**All Bidders shall provide the details in the format above.**

**In case of a Consortium:**

**Details regarding role of each Member should be provided as per table below:**

S. No.	Name of the Bidder	Nature of Membership (Lead Member/Consortium Member)	Roles and Responsibilities

### 8.3 FORM 8C: Technical Qualification and Capability Details:

S. No.	Item	To be Labelled as:
1.	Relevant experience in the ‘Event Booth Management’ <ul style="list-style-type: none"> <li>• For Government/ PSUs/ Private Sector</li> <li>• For International Events</li> <li>• At International Venues</li> <li>• For ICT Related Events</li> </ul>	<b>Label as 8C_(I)</b>
2.	Minimum four innovative ideas to display/depict/demonstrate India Internet Governance and Internet Issues Initiatives in an interactive manner to the Stakeholders	<b>Label as 8C_(II)</b>
3.	Booth Management Strategy:  Approach and Methodology including but not limited to the following: <ul style="list-style-type: none"> <li>• Proposed booth cocnpet and design;</li> <li>• Proposed plan of booth equipments and lighting;</li> <li>• Proposed approach of booth related content; creative illustrations and interactive displays, and</li> <li>• Proposed strategy of booth staffing and management</li> </ul>	<b>Label as 8C_(III)</b>

**8.4 FORM 8D: Details of Similar Assignments\***

Assignment Name:									
Country of Assignment:									
Location within Country:									
Name of Client:									
Address and Contact Details of Client:									
Duration of Assignment:									
<table border="1"> <tr> <td>Start Date</td> <td>_____</td> </tr> <tr> <td>Completion date</td> <td>_____</td> </tr> </table>	Start Date	_____	Completion date	_____					
Start Date	_____								
Completion date	_____								
Approximate Cost of Services (In INR):									
Staff Assigned:									
<table border="1"> <tr> <td>Senior Professional Staff</td> <td>_____</td> </tr> <tr> <td>Liasoning Staff</td> <td>_____</td> </tr> <tr> <td>Creative Staff</td> <td>_____</td> </tr> <tr> <td>Booth/Pavilion Management Staff</td> <td>_____</td> </tr> </table>	Senior Professional Staff	_____	Liasoning Staff	_____	Creative Staff	_____	Booth/Pavilion Management Staff	_____	
Senior Professional Staff	_____								
Liasoning Staff	_____								
Creative Staff	_____								
Booth/Pavilion Management Staff	_____								
Name of Associated Resources Utilized (if any):									
<p>Narrative Description of the Assignment:</p> <p>[Highlighting similarity and significance in correspondence of ‘Scope of Work’ defined in the NIXI’s Request for Proposal for ‘Event-Booth Management Agency’]</p>									

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

## **8.5. FORM 8E: Covering Letter for Financial Proposal**

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

To,

**Chief Executive Officer,**  
National Internet Exchange of India,  
Flat No - 6B, 6th Floor, Uppals M6 Plaza,  
Jasola District Center,  
New Delhi- 110 025

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

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for ‘Event-Booth Management’ as per the Request for Proposal. We agree to abide by the offer for 120 days from the date of opening of the Financial Proposal and after signing of Work Order our offer shall remain binding upon us till completion of the project.

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

Yours Faithfully,

**Date**

**Signature**

**Designation**



## 8.6 Form 8F: Financial Bid Format

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

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

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

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

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

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

**8.7. FORM 8G: Power of Attorney for Lead Member of Consortium**

(On a Stamp Paper of relevant value) Power of Attorney

WHEREAS, the National Internet Exchange of India (NIXI) (“the Authority”) has invited applications from interested parties for ‘Event-Booth Management’– (the “Project”).

WHEREAS, .....and .....(collectively the “Consortium”) being Members of the Consortium are interested in applying for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the “Lead Member” with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

WE,..... having our registered office at.....  
....., M/s. ....having our registered office at  
....., M/s.....having our  
registered office at ....., and M/s ..... having our  
registered office at ....., (hereinafter collectively referred to as the  
“Principals”) do hereby irrevocably designate, nominate, constitute,  
appoint and authorise M/s ..... having its registered office at  
....., being one of the Members of the Consortium, as the Lead  
Member and true and lawful attorney of the Consortium (hereinafter referred to as the  
“Attorney”).

WE HEREBY, irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is shortlisted for award or awarded the Work Order, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and

submission of all applications, bids and other documents and writings, participate in applicants' and other conferences, respond to queries, submit information/ documents, sign and execute agreements/work orders and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND HEREBY, agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Project

Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE-NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... 2015

For ..... (Signature)  
..... (Name and Title)

For ..... (Signature)  
.....(Name and Title)

Witnesses:

1.

2.

..... (Executants)  
(To be executed by all the Members of the Consortium)

**Notes:**

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

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**CEO  
NIXI**

**Tel:** \_\_\_\_\_