Reference No.: 42-22/36/2023-AKAM

# REQUEST FOR EMPANELMENT

For

**Event Management Company** 

Dated:22<sup>nd</sup> September 2023

# **Ministry of Culture**

Ministry of Culture is the Nodal Ministry of Government of India responsible for the promotion of culture in India.

# **Table of Contents**

#### Disclaimer

#### **SECTION 1: LETTER OF INVITATION**

#### **SECTION 2: INSTRUCTIONS TO BIDDER**

**IMPORTANT DATES** 

DATA SHEET

Preface

Introduction

Documents part of RFE

Fraud / Corruption

Only one Proposal

Proposal Validity

Clarification and Amendment of RFE Documents

Preparation of Proposals

Bid Security Declaration

Pre-Qualification Criteria

Conflict of Interest

Conflicting activities

Conflicting assignments

Ownership Rights

Conflicting relationships

Negotiations

Performance security & Bank Guarantee

Confidentiality

Authorization of signatory:

Submission, Receipt, and Opening of Proposals

Proposal Evaluation

Information

Award of Empanelment

Post Empanelment Process

#### **SECTION 3: STANDARD FORMS**

Form Tech 1A: Letter of Proposal Submission

Form Tech 1B: Bidder's Authorization Certificate

Form Tech 1C: Bidder Details

Form Tech 2: Bidder's Organization and Experience

Form Tech 3: Bid Security Declaration

# **SECTION 4: TERMS OF REFERENCE**

- 4.1 Introduction
- 4.2 Scope of Work
- 4.3 ISSUANCE OF WORK
- 4.4 PAYMENT TERMS
- 4.5 EMPANELMENT MONITORING COMMITTEE

#### **Disclaimer**

- 1. This Request for Empanelment ("RFE") is issued by Ministry of Culture (MoC), Government of India.
- 2. The information contained in this RFE or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Ministry of Culture or any of its employees or advisors, is provided on the terms and conditions set out in this RFE.
- 3. This RFE is not a contract and is not an offer by Ministry of Culture to the prospective bidders or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by Ministry of Culture, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFE may not be appropriate for all persons, and it is not possible for Ministry of Culture, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFE. The assumptions, assessments, statements and information contained in this RFE may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFE and obtain independent advice from appropriate sources.
- 4. Information provided in this RFE to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Ministry of Culture accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the laws expressed herein. Ministry of Culture, its employees and advisers make no representation or warranties and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, claims, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained herein or deemed to form part of this RFE or arising in any way in this selection process. Ministry of Culture accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFE.
- 5. Ministry of Culture is entitled, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in this RFE. The issue of this RFE does not imply that Ministry of Culture is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and Ministry of Culture reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.
- 6. Ministry of Culture or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.
- 7. The RFE does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFE is not intended to provide the basis for any investment decision and each bidder must make its / their

- own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by Ministry of Culture to give any information or to make any representation not contained in the RFE.
- 8. Ministry of Culture may terminate the bid process at any time and without assigning any reason and makes no commitments, express or implied, that this process will result in a business transaction with anyone.

# **SECTION 1: LETTER OF INVITATION**

Dear Sir/Madam,

- 1. **MoC** invites proposals to empanel Event Management Agencies for organizing, managing and providing necessary allied services within India and abroad for the organization. The purpose of Ministry of Culture behind this request for Empanelment (RFE) is to seek a proposal from the event management agency for organizing pre and post event solutions, hospitality services, travel amongst others for Ministry of Culture.
- 2. A bidder will be selected basis Pre-Qualification Evaluation criteria and as per procedures described in this RFE.
- 3. The content of this RFE enlists the requirements of **Ministry of Culture**. The RFE includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Data Sheet and prequalification criteria)

Section 3 - Standard Forms

Section 4 - Terms of Reference

- 4. Bidders are advised to study this RFE document carefully before submitting their proposals. Submission of a proposal in response to this RFE shall be deemed to have been done after careful study and examination of this document with the full understanding of its terms, conditions, and implications.
- 5. All interested agencies should inform (within 1 days of the date of release of RFE) the concerned officer mentioned in paragraph 6 at **Ministry of Culture**:
  - 5.1 That it will submit a proposal
  - 5.2 That it will attend the pre-bid conference as per the defined schedule
- 6. You are requested to intimate your interest to participate in the project/submission of the bid to Ministry of Culture in accordance with the timelines set out in the RFE (Important Dates), to the following:

Azadi Ka Amrit Mahotsav,

Ministry of Culture,

3rd Floor,

IGNCA,

Janpath,

New Delhi – 110 001

M: +91 9910237273

E: procurement@investindia.org.in

[cc: sk.singh95@nic.in]

7. This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on Ministry of Culture in any manner whatsoever. Ministry of Culture reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids

Yours faithfully,
Uma Nanduri,
Joint Secretary,
Ministry of Culture

# **SECTION 2: INSTRUCTIONS TO BIDDERS**

# **Important Dates**

RFE Issue Date	22 <sup>nd</sup> September 2023
Pre-Bid Meeting	23 <sup>rd</sup> September 2023 18:00Hrs
Last date for query Submission	24 <sup>th</sup> September 2023 12:00Hrs
Last date for Bid Submission	26 <sup>th</sup> September 2023 17:00Hrs
Pre-Qualification Bid Opening	26 <sup>th</sup> September 2023 18:00 Hrs
Announcement of Results	ТВА

<sup>\*</sup>Please note that the above-mentioned dates are tentative in nature and may change. Please visit the Tenders page on Ministry of Culture and Invest India website for the latest updated information regarding the schedule and the corrigendumhttps://www.indiaculture.nic.in/https://www.investindia.gov.in/request-for-proposal

### **Data Sheet**

Datak			
1.	Name of the client:	Ministry of Culture (MoC), Ministry	
		of Culture is the ministry responsible	
		for promotion of art and culture in	
		India.	
	Method of selection:	Pre-Qualification Based System	
2.		(PQBS)	
3.	Documents part of RFE:	The RFE consists of the following: Disclaimer	
		Section 1 –The Letter of Invitation	
		Section 2 - Instructions to Bidders	
		Section 3 – Standard Forms	
		Section 4 - Terms of Reference	

4.	Availability of RFE and related documents	https://www.indiaculture.nic.in/ https://www.investindia.gov.in/request- for-proposal
5.	Pre-Qualification Criteria	As per the RFE.  Documentary proof with respect to the pre-qualification criteria is essential without which the proposal will be rejected.
6.	Name, objectives, and description of the assignment:	As detailed in Terms of Reference (Section 5)
	Pre-bid conference:	Date: 23 <sup>rd</sup> September 2023 Time: 18:00 Hrs Link: https://investindiavc.webex.com/investindiavc/j.php?MTID=m452382e086c31fd5495768a0a6459766 Mode: Virtual Meeting
7.	Clauses on fraud and corruption in the RFE:	As per the RFE Document
8.	Address for requesting clarification and submission of any other information in accordance with the terms of the RFE	Azadi Ka Amrit Mahotsav, Ministry of Culture, 3rd Floor, IGNCA, Janpath, New Delhi – 110 001 M: +91 9910237273 E:procurement@investindia.org.in sk.singh95@nic.in [cc:priyankachandra.dad@hub.nic.in.]
9.	Address to submit the proposal by the service provider is:	The bid will be submitted virtually. Kindly refer to the section (Submission, Receipt, and Opening of Proposals) for bid submission process details
10.	Language(s) of the submitted proposals:	English  The empanelment letter to be signed with the successful Agencies shall be written in the English language only.

11.	Bidder to state cost in the national currency:	Cost to be stated in Indian Rupees
12.	Proposals must remain valid until:	Date: 21 <sup>st</sup> December 2023 Time: 23.59 Hrs
13.	Proposals submission date:	Please refer to the section: Important Dates
14.	Pre-Qualification Bid Opening	Please refer to the section: Important Dates
15.	Pre – Qualification Requirements	Please refer to the section: Pre- Qualification Criteria
16.	Period of Engagement	3 years initially  The engagement period may further be extended by a period of additional 2 years based on the overall performance of the empaneled vendor and the discretion of MoC

#### **Preface**

Ministry of Culture, Government of India is the ministry charged with preservation and promotion of art and culture of India. The ministry is responsible for promoting art and cultural heritage in India.

The purpose of **MoC** behind this request for Empanelment (RFE) is to seek a proposal for providing end to end support for event management for various ministries.

## Introduction

**MoC** named in the Data Sheet will select a bidder in accordance with the method of selection specified in the Data Sheet.

The bidders are invited to submit the proposal part, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. Late bids i.e., bids received after the specified date in the datasheet will not be considered. The Proposals submitted will be the basis for signing the contract with the selected bidder.

The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment and local conditions, bidders are advised to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Bidders should contact **MoC's** representative named in the Data Sheet to obtain additional information on the pre-bid conference.

Bidders shall bear all costs in connection with the preparation and submission of their proposals, attending the pre-bid conference, etc.

**MoC** may accept or reject any proposal at its discretion and may ask for any additional information or vary its requirements, add to, or amend the terms, procedure and protocol set out in RFE for bonafide reasons, which will be notified to all the Bidders invited to tender. Further, **MoC** hereby reserves its right to annul the selection process at any time before the contract award without incurring any liability towards the Tenderers.

# **Documents part of RFE**

The Request for Empanelment (RFE) document for the project consists of the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Data Sheet)

Section 3 – Standard Forms

Section 4 - Terms of Reference

The prospective bidders are expected to examine all instructions, forms, terms, requirements, and other information in the RFE documents. Failure to furnish all information required as mentioned in the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every respect will be at the prospective bidder's risk and may result in rejection of the proposal.

# Fraud / Corruption

**MoC** requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Empanelment process. In pursuance of this policy, **MoC** defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or Contract execution.

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a empanelment/contract.

"collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of MoC, designed to establish prices at artificial, non-competitive levels.

"Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a empanelment/contract.

**MoC** will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; and

Bidders shall be aware of the provisions on fraud and corruption prescribed in the specific clauses in the General Conditions of Contract.

Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal with details of name and address of agents, amount, and purpose, during contract execution as per details post empanelment.

#### **Only one Proposal**

Bidders will submit only one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

#### **Proposal Validity**

The Data Sheet indicates how long Bidders' proposals must remain valid after the submission date. During this period, Bidders shall ensure the availability of professional staff nominated in the Proposal. Should the need arise, **MoC** may request Bidders to extend the validity period of their proposal. Bidders who agree to such extension shall confirm that they maintain the availability of the professional

staff nominated in the Proposal, or their confirmation of the extension of validity of the Proposal, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

#### **Clarification and Amendment of RFE Documents**

Bidders may request for clarifications on any part of the RFE documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to **MoC's** address indicated in the Data Sheet. **MoC** will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should **MoC** deem it necessary to amend the RFE as a result of a clarification, it shall do so by the following procedure.

At any time before the submission of Proposals, **MoC** may amend the RFE by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on thehttps://www.indiaculture.nic.in/https://www.investindia.gov.in/request-for-proposaland will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, **MoC** may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**Pre-bid conference**: Pre-bid conference will be held as specified in the Data Sheet for clarifying issues and doubts, if any, concerning the subject matter of study. Inputs from the prospective bidders will also be sought if considered necessary.

#### **Preparation of Proposals**

The Proposal as well as all related correspondence exchanged by the bidders and **MoC**, shall be written in the language (s) specified in the Data Sheet.

In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFE. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Language: Documents to be issued by the bidders, as part of this assignment must be in English.

The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case the bid shall be accompanied by a certificate of authority. A bid which does not fulfill this criterion will be treated as non-est and will be liable to be rejected.

## **Bid Security Declaration**

The Bidders must submit a bid security declaration (on company's letterhead signed by authorized representative) in lieu of EMD to comply and adhere with all terms and conditions of the RFE.

In case the bidder fails to adhere to the rules and procedure of the RFE, MoC reserves the right to debar the bidder from any future bidding process at **Ministry of Culture** for a period of 2 years.

The bidder must also submit a bid security declaration (on company's letterhead signed by authorized representative) in lieu of EMD to comply and adhere with all terms and conditions of the RFE.

Proposals not accompanied with a bid security declaration shall not be considered for evaluation.

# **Pre-Qualification Criteria**

Apre-qualification criterion will be applied to short-list the bidders. The criteria along with the supporting documents required are listed below;

Tier -1

S. No.	Pre-Qualification Criteria Supporting Documents
1.	The Agency should be a company registered in (Copy of Certificate of India under the Companies Act, 2013 or a Incorporation/Registration/partnership firm registered under the Indian MoA as applicable)  Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India. The Agency must have been in operation for a
	minimum of 5 years as on 1st July 2023.*
2.	A minimum average turnover of 50 crores in the (Independent Auditors past 3 financial years.*  Certificate Or Audited copy of Financial statements for the

		financial year 2019-20, 2020- 21& 2021-22.)
3.	Minimum of atleast100 employees on payroll the organization.	of (List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees)
4.	The Agency must have successfully completed at least 3 events in the last 3 years each having minimum value of ₹5 crores.  Or at least 5 events in the last 3 years each having minimum value of ₹3 crores.*	g a Order/ Purchase Order or CA certified certificate)
5.	Bid Security Declaration.	(Bid Security Declaration Tech Form)
6.	Integrity Pact	(Copy of Duly Filled Integrity Pact as Attached in Annexure – 1)

Tier - 2

S. No.	Pre-Qualification Criteria	<b>Supporting Documents</b>
1.	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLF Act 2008 with their registered office in India. The Agency must have been in operation for a minimum of 5 years as on 1st July2023.*	Incorporation/ Registration / MoA as applicable)
2.	A minimum average turnover of 20 crores in the past 3 financial years.*	(Independent Auditors' Certificate Or Audited copy of Financial statements for the financial year 2019-20, 2020-21& 2021-22.)
3.	Minimum of atleast50 employees on payroll of the organization.	(List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees)
4.	The Agency must have successfully completed at least 3 events in the last 3 years each having a minimum value of ₹2 crores.  Or  at least 5 events in the last 3 years each having a minimum value of ₹1.20 crores.*	Order/ Purchase Order or CA certified certificate)
5.	Bid Security Declaration.	(Bid Security Declaration Tech Form)
6.	Integrity Pact	(Copy of Duly Filled Integrity Pact as Attached in Annexure – 1)

Tier - 3

S. No.	Pre-Qualification Criteria	<b>Supporting Documents</b>
1.	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLF Act 2008 with their registered office in India. The Agency must have been in operation for a minimum of 5 years as on 1st July2023.*	(Copy of Certificate of Incorporation/ Registration / MoA as applicable)
2.	A minimum average turnover of 10 crores in the past 3 financial years.*	(Independent Auditors' Certificate Or Audited copy of Financial statements for the financial year 2019-20, 2020-21& 2021-22.)
3.	Minimum of atleast20 employees on payroll of the organization.	(List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees)
4.	The Agency must have succesfully completed atleast3 events in the last 3 years each having a minimum value of ₹1 crores.  Or atleast5 events in the last 3 years each having a minimum value of ₹60lakhs.	(Completion Certificate/Work Order/Purchase Order or CA certified certificate)
5.	Bid Security Declaration.	(Bid Security Declaration Tech Form)
6.	Integrity Pact	(Copy of Duly Filled Integrity Pact as Attached in Annexure – 1)

\*[DPIIT Recognized Startups/MSE UDHYAM certificate holders are exempt from these criterion]

Documentary proof for pre-qualification criteria is essential without which the proposal will be rejected.

### **Conflict of Interest**

**MoC/User Ministry/Invest India**'s policy requires that bidders should provide professional, objective, and impartial advice and at all times hold **MoC/User Ministry/Invest India**'s interest's paramount and strictly avoid conflicts with other assignments or their own corporate interests.

Without limitation on the generality of the foregoing, Companies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances.

## **Conflicting activities**

A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

#### **Conflicting assignments**

Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

# **Ownership Rights**

Ownership of anything (travel itinerary,passenger details,data, reports) (a) that is conceived, discovered, developed or otherwise made by a selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of empanelment under this RFE; or (b) that reflects or contains MoC/User Ministry/Invest India's confidential information; or (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately ("Work Product"), will be the sole property of MoC/User Ministry/Invest India shall have all the rights, title and interests in respect of the same, in accordance with the terms of the empanelment. In no event can a selected bidder claim its control or any rights, title or interest over any Work Product.

## **Conflicting relationships**

The bidder (including its personnel) that has a business or family relationship with a member of MoC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the empanelment, may not be awarded an empanelment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MoC throughout the selection process and execution of the empanelment.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of **MoC**, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its empanelment.

#### **Negotiations**

**MoC** reserves the right to negotiate the Proposal submitted by a bidder in accordance with the General Financial Rules and the process set out thereunder.

# Performance security & Bank Guarantee

For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the empanelment which shall not be later than 30 (thirty) days from the issue of the Letter of Empanelment ("LOE"), furnish to MoC a performance security in the form of an irrevocable Corporate Guarantee on a ₹ 200 Non Judicial stamp paper for an amount equal to ₹1,00,000/- for Tier 1, ₹50,000/- for Tier 2, and ₹20,000/- for Tier 3 which shall be valid for a period of 60 days post completion of Empanelment duration.

The empaneled agency must separately provide a **Performance Bank Guarantee** (**PBG**)against the cost mentioned of the issued Work Order to the selected empaneled agency who has been issued work under the empanelment. This PBG shall be valid for a period of 60 days post completion of work order. This performance guarantee will be released 60 days post successful completion of the Work Order.

The Bank Guarantee/s shall be in favor of **MoC/User Ministry/Invest India**, issued by any nationalized or scheduled Indian Bank, approved by the Reserve Bank of India. The Bank Guarantee/s shall be on the Proforma, which shall be furnished by **MoC/User Ministry/Invest India**.

It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is not intended to cover all the damages detailed / stipulated in various clauses in the Contract document.

Should the assignment period, for whatever reason be extended, the bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to MoC/User Ministry/Invest India before the expiry date of the Bank Guarantee originally furnished.

## **Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any bidder of confidential information related to the process may result in rejection of its Proposal and adversely affect its future prospects.

## **Authorization of signatory:**

The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/authorized representative of the Agency shall sign the proposal and also initial all pages of the original Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.

# Submission, Receipt, and Opening of Proposals

The original proposals need to be submitted via email toprocurement@investindia.org.in and cc: priyankachandra.dad@hub.nic.in.

It is proposed to have the following E-file System for this bid:

# a. E-file 1:

- i. Bid security declaration
- ii. Pre-Qualification Proposal and documents in support thereof

Details of the contents of the envelopes are given in the following table:

	E:procurement@investindia.org.in			
	[cc:priyankachandra.dad@hub.nic.in.]			
	The Pre-Qualification Proposal shall be prepared in accordance with the			
E-file 1: Bid requirements specified in this RFE. The Pre-Qualification Proposal s				
Security	be submitted in softcopy The words "Pre-Qualification			
Declaration,	Proposal Empanelment of Agency for Event Management" shall be written			
Pre-	on the soft copy.			
Qualification				
Proposal	<ul> <li>The <i>Technical Proposal</i> shall be prepared in accordance with the requirements specified of the Tech forms in Section 3 prescribed in this RFE.</li> <li>The first e-file needs to contain the Agency name and Prqualification documents.</li> </ul>			
E-file 1 should be attached in the email which shall be mail				
	subject of the e-mail must clearly indicate the name of the project			
	("Proposal for Empanelment of Agency for Event Management")			
Email	This email shall be sent to <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a> and ce: priyankachandra.dad@hub.nic.in.			
Eman				
	on or before the due date and time mentioned in the Data Sheet or as			
	updated by Ministry of Culture on its website through issuance of			
	Corrigendum/ Addendum.			
	Proposal received after the given deadline will not be accepted.			

**Ministry of Culture** shall not be responsible for misplacement, loss or premature opening of the mail if not named clearly. This circumstance may be a case for proposal rejection and will constitute grounds for declaring the Proposal non-responsive.

The Proposals must be sent to the email id indicated in the Data Sheet and received not later than the last submission time and the date indicated in the Data Sheet. Any proposal received after the deadline for submission shall be disqualified.

## **Proposal Evaluation**

From the time the Proposals are opened and up to the time the letter of empanelment is awarded, the bidders shall not contact **MoC** on any matter related to its Prequalification and/or Proposal. Any effort by bidder to influence **MoC** in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of empanelment, may result in the rejection of the bidder's proposal.

#### **Information**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any bidders of confidential information related to the process may result in the rejection of its Proposal and may adversely affect its future prospects.

### **Award of Empanelment**

Bidders shall be empaneled in each Tier basis the pre-qualification criteria mentioned in this RFE.

**MoC** shall empanel the selected bidders by issue of Letter of Empanelment (LOE) and notify the same on **Ministry of Culture** website.

The selected bidder is expected to submit the Bank Guarantee in accordance to the RFE on the date and at the location specified in the LOE/ Contract/ Work Order

If the selected bidder does not sign the empanelment letter within the stipulated period or does not submit the Performance Guarantee within time, the LOE may be

cancelled and the bidder securing the next higher combined marks will be considered for award of empanelment.

### **Post Empanelment Process**

The empanelment shall initially be for a period of three (3) years. Subject to a yearly review of the performance and quality of work by competent authority of Ministry of Culture(MoC) can seek inputs/feedback from other ministries/departments before taking a call on renewal of empanelment process. The empanelment may be extended for a period of 2 additional years.

The terms and conditions of the empaneled firms shall be final and remain valid during the period of empanelment.

In case of any further engagements which include components beyond the defined scope in this RFE, **MoC** would specifically define the scope of engagement and call for a limited tender to the Empanelled agencies. Should such a limited tender be needed, the process for the call of such limited tender and for submission of the proposal will be decided and notified at a later stge.

The payment terms and penalties for delays in completion of the work assigned shall be finalized while awarding the work order/ contract through limited tendering process.

Termination of Empanelment: **MoC** may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to **MoC** may also terminate empanelment basis the inputs/feedback received from other ministries/departments. The empanelment shall also be terminated in case of breach of any of the terms and conditions of the empanelment.

# **SECTION 3: STANDARD FORMS**

TECH FORMS	FORM NAME	X / V	Mention list of all supporting documents attached (if any)
TECH-1	Letter of proposal submission (see Form Tech 1A)  Bidder's Authorization Certificate(see Form Tech 1B – in case)  Bidder Details (Form Tech 1C)		
TECH-2	Bidder's organization and experience  (A). Bidder's organization  (B). Bidder's experience		
TECH-3	Bid Security Declaration		
TECH-4	Understanding of TOR and Competence of the Bidder		
TECH-5	Information regarding Conflicting Activities and Wrong Declaration thereof		

### (On Bidder's Letterhead)

## Form Tech 1A: Letter of Proposal Submission

[Location, Date]

To

AKAM Secretariat Ministry of Culture, 3rd Floor, IGNCA, Janpath, New Delhi – 110 001

Dear Sir

We, the undersigned, offer to provide the solutions for Empanelment of Creative Agency for Event Management, in accordance with your Request for Empanelment dated  $22^{nd}$  September 2023. We are hereby submitting our proposal including all relevant documents.

We undertake the total responsibility for performance of the duties under the empanelment, if awarded to us.

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

We understand that **Ministry of Culture** is not bound to accept any proposal it receives.

Yours faithfully,

\*Authorized Signatory [In full and Designation]:

Name and Title of Signatory:

Name of Bidder:

Address:

\* NB: Authorization in form of power of Attorney is required on a non-judicial Stamp Paper.

# Form Tech 1B: Bidder's Authorization Certificate

To,		
AKAM Secretariat		
Ministry of Culture,		
3rd Floor,		
IGNCA,		
Janpath,		
New Delhi – 110 001		
<bidder's name=""></bidder's>		<designation></designation>
is hereby authorized to sign releva		
proposal of reference < Reference N	o. & Date>	<bidder's name=""></bidder's>
is also authorized to attend meetings	s and submit technical in	formation as may be required by
you in the course of processing above	ve said proposal.	
Thanking you,		
Thanking you,		
Authorized Signatory.		
<agency name=""></agency>		
Seal		

# Form Tech 1C: Bidder Details

1	Agency Information	Details
1.1	Agency Name	
1.2	Details	
	Address	
	Phone number	
	Email	
	Fax	
	Website	
1.3	Contact Person: Chief Executive/	
	Head of Operations	
	Name	
	Designation	
	Mobile Number	
	Email	
	Fax	
1.4	Contact Person: Project Leader	
	Name	
	Designation	
	Mobile Number	
	Email	
	Fax	

## Form Tech 2: Bidder's Organization and Experience

# (A) - Bidder's Organization

[Provide here a brief description of the background and organization of your Agency/entity and each associate for this assignment. The brief description should include ownership details, date and place of incorporation/ registration of the agency, objectives of the agency etc.

Years	2019-20	2020-21	2021-22	Average
Turnover (INR)				

Attach Incorporation/Registration Certificate, Audited Account Sheets/ P&L Sheets.

# (B) - Bidder's Experience

Agency's name:

Using the format below, provide information on each assignment/job for which your agency, had legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted).

Assignment Name:	Country:
Location within Country:	Key professional staff Provided by Your
	Firm / entity(profiles):
Name of Client:	No. of Staff:
Address:	No.of Staff-Months; duration of assignment:

Start Date	Completion Date	Approx. Value of Services (in INR):
(Month/Year):	(Month/Year):	
Name of Associa	ted Consultants, if any:	No. of Months of Key professional staff,
		provided by Associated Consultants:
Name of Senior S	Staff (Project Director/Coor	rdinator, Team Leader) involved, and functions
performed:		
Narrative Descrip	ption of Project:	
Description of A	ctual Services Provided by	Your Staff:

Note: Please provide documentary evidence i.e., copy of work order, Contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.

# Form Tech 3: Bid Security Declaration

To,	
AKAM Secretariat	
Ministry of Culture,	
3rd Floor,	
IGNCA,	
Janpath,	
New Delhi – 110 001	
<bidder's name=""></bidder's>	, <designation></designation>
is hereby authorized on behalf of the Agency	in dealing with proposal of reference
<reference &="" date="" no.=""></reference>	. < Bidder's Name>. In accordance with
the terms and conditions of the RFE we are hereby	submitting the Bid Security Declaration
to Ministry of Culture in lieu of EMD. We acknowle	edge that in the event of our organization
failing to comply with the terms and conditions of t	he RFE, Ministry of Culture can debar us
for a period of 3 years from all future tenders releas	ed by Ministry of Culture.
Andharina d Cianadana Ffa Call and inidialal	
Authorized Signature [In full and initials]:	
	N 1 Trial CO'
	Name and Title of Signatory:
	Name of Agency:
	Address:
	Seal:

Form Tech 4: Information regarding Conflicting Activities and Wrong Declaration thereof

Are there any activities carried out by your Agency which are of conflicting nature? If yes,

please furnish details of any such activities. If no, please certify as under:

We hereby declare that our Agency, our associate / group Agency are not indulged in any

such activities which can be termed as conflicting activities. We also acknowledge that in

case of misrepresentation of the information, our proposals / Empanelment / Contract shall

be rejected / terminated by Ministry of Culture without any compensation which decision

shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

# **SECTION 4: TERMS OF REFERENCE**

- **4.1 Introduction**
- 4.2 Scope of Work
- 4.3 Issuance of Work
- **4.4 Payment Terms**
- **4.5**Empanelment Monitoring Committee

#### 4.1 Introduction

**Ministry of Culture**, Government of India is tasked with preservation and conservation of our cultural heritage and promotion of all forms of art and culture, both tangible and intangible. The Ministry's mission is to develop and sustain ways and means through which the creative and aesthetic sensibilities of the people remain active and dynamic. The functional spectrum of this Ministry is wide, ranging from generating cultural awareness at grassroots level to promoting cultural exchanges at international level.

The purpose of **MoC** behind this request for Empanelment (RFE) is to empanel event management agencies basis pre-qualification criteriato organize and host events both national and international events.

# 4.2 Scope of Work

The scope of work shall be divided into 3 parts –

#### **Pre-event:**

- Planning and conceptualizing of ideas of event
- Budgeting and preparation of detailed blueprint with cost and other charges and
  outgoings of the proposed event and submit the same to concerned ministries.
  Incorporate clarifications/ modification as may be suggested by concerned ministries
  in that regard. The Agency shall proceed with organizing the event on receipt of
  approval from concerned ministries in terms of the approved blueprint.
- Preparation of a Contingency plan for events
- Development and management of Website and registration path with payment gateway (Data Protection and privacy compliant), facility of E-voting, live streaming in the website with firewall protection including facility to provide audit trail and dashboard for the event monitoring.
- Identify potential mediums/methods for outreach (Offline Media & Online Media)
- Identification of Venue and conduct a detailed analysis (for virtual/ physical/ hybrid mode of events)
- Development of evaluation methodology for shortlisting process of candidates for virtual and hybrid modes.

- Creation of Social Media posts and offline media via various social media platforms.
   Agency shall also devise the ways to create wide publicity for events across various geographical territories with provision of regional languages.
- HTML Mailing- Bulk mailing and messaging
- Press release (Launch), media cover in renowned newspapers, magazines, journals etc.
- Identifying, Coordinating, and liaising with judges of the event- provide Complete logistics which includes boarding, lodging, foods, Air ticketing local conveyance etc. as per the directions received
- Guest coordination for virtual, physical & hybrid events
- Preparation of Backdrop (Digital/Physical/ Hybrid)
- Preparation of Audio Video content for event including anthem, anecdotes, video bites.
- Development of Event related program application with OTP feature
- Online event platform with live interaction and Q&A features
- Arranging Language Translators for program support as per directions
- Raising Sponsorship from MNCs, PSUs, Statutory bodies, autonomous bodies, govt organizations etc.
- Celebrity outreach including social media influencers, famous persons of repute, renowned personalities etc., for promotion of events,
- Coordinating and liaising with various Ministries/departments for successful execution of event.

#### **During event:**

- Press Release of events by inviting newspaper editors, news anchors, magazine coverage etc.
- Online Publicity of live events, creation of social media page and uploading of contents in social media platforms such as Facebook, Instagram, you tube etc.
- Live streaming of content in website along with inter-voice connectivity among connected audiences and contestants
- Setting up of physical desk/stalls/pavilions to cater audience, contestants etc.
- Print and digital media outreach
- Registration Management (Online & Onsite)
- Website maintenance and upkeep during the event

- Online & On-site technical support
- Dedicated 24/7 call center support for event related queries.
- Publicity through banners, unipoles, pamphlets across the country
- Arrangement of virtual and physical rallies, road shows, press conferences for event promotion.
- Virtual event platform management including license to online platforms, backend technical support, breakout rooms
- Create, design and maintain physical meeting rooms, VVIP lounge, participants lounge.
- F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs
- Media Management including creation of designated Media zone, media passes, media coverage
- Onsite Security including liaising with local security agencies, hiring of security agency for venue security, protocol management
- Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure
- Coordinating and liaising with local administration authorities for statutory approvals and permissions
- Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events
- Photography & Videography of events, special moments, glimpses etc.

#### **Post-Event:**

- Post-event report
- Press Release
- Coordinating with media houses and newspaper for publication of success stories
- Preparation of event analytics
- Packaging and shipping of left-over promotional material, if any
- Arrangement of award distribution ceremony and guest invite for commencement of events

The above-mentioned scope of work is not exhaustive by any means and will depend on basis the requirements of the project and mode of event – Physical, Virtual or Hybrid.

#### 4.3 Issuance of Work

- Post completion of empanelment process and award of empanelment letterto the empaneled Bidder, the list of empanelled Bidders under each tier will be shared by Ministry of Culture with the respective User Ministries/Departments/Agencies.
- User Ministries/ Departments may place the work orders on the empanelled Bidders as per its own requirements from time to time pursuant to the empanelment letter. The work order may encompass the complete scope of work or may require few Services. Depending on the requirement, (i) the work orders may be placed to any 1 (one) of the empanelled Bidders; or (ii) the work orders may be placed to more than 1 (one) of the empanelled Bidders depending on the project requirement; or (iii) the specific Terms of Reference (TOR) may be given to more than 1(one) empanelled Bidders for their proposals for the specific scope of work in accordance with the terms of the commercial bid and the Contract.
- User Ministries/ Departments will place the work order to the empanelled Bidders directly and **Ministry of Culture/Invest India** will not be involved in the placement of work orders to the relevant empanelled Bidders.
- The respective Ministries/ Department will enter into a Contract with the empanelled Bidders directly and all the payment for the services acquired through the empanelled Bidder shall be paid/settled by the concerned User Ministries/ Departments directly to the empanelled Bidder as per agreed Contract/work order.
- Ministry of Culture may directly place work orders on the empanelled Bidder as per its requirement from time to time pursuant to award of empanelment letter to the empaneled Bidder.

### 4.4 Payment Terms

• The payment terms and schedule shall be intimated to the empanelled vendors in the Limited tendering process with other terms and conditions.

#### 4.5 Empanelment Monitoring Committee

- The decisions of the empanelment monitoring and evaluation committee shall be final and binding for all empanelment related aspects.
- The empanelment monitoring committee may consist of members from Ministry of Cultureand other departments/agencies as deemed necessary.