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**Uttarakhand**

**Commission for Protection of Child Right**

**(Under the Clause 17 of NCPCR Act 2005 passed by Parliament)**

**REQUEST FOR PROPOSAL**

**for**

**Event manager to organize National, *STATE, BLOCK &DISTRICTLEVELCONFERENCES/WORKSHOPS***

***ON DIFFERENT FACETS OF CHILD RIGHTSINUTTARAKHAND***

**Due on**

***10 April, 2017***

Uttarakhand Commission for Protection of Child Right,Dehradun

# DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of theUttarakhand Commission for Protection of Child Right,Dehradun(“**The Authority**”) or any of their employees or Uttarakhand Public Private Partnership Cell, is provided to the Bidder on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Bidders who are qualified to submit the Proposal (Bidders). The purpose of this RFP document is to provide the Bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors, Uttarakhand Public Private Partnership Cell to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The government representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The Authority may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**Table of Contents**

[DISCLAIMER ii](#_Toc448933607)

[1. BIDDING PROCEDURE 1](#_Toc448933608)

[2. SCHEDULE OF BIDDING PROCESS 13](#_Toc448933609)

[3. SCOPE OF THE PROJECT 14](#_Toc448933615)

[4. EVALUATION METHODOLOGY 17](#_Toc448933616)

[5. CONDITIONS OF CONTRACT 19](#_Toc448933617)

[APPENDIX 1 24](#_Toc448933651)

[APPENDIX 2 25](#_Toc448933654)

[APPENDIX 3 27](#_Toc448933656)

[APPENDIX 4 28](#_Toc448933658)

[APPENDIX 5 30](#_Toc448933660)

[**APPENDIX 6** 31](#_Toc448933661)

[**APPENDIX 7** 32](#_Toc448933662)

[APPENDIX 8 33](#_Toc448933663)

# BIDDING PROCEDURE

A. General

* 1. Scope of Proposal
     1. Uttarakhand Commission for Protection of Child Right, Dehradun, (hereinafter referred to as “**The Authority**”) invites detailed proposals (Key Submissions, Technical Proposal and Financial Proposals) from bidders for Event Management ofNational, State, District& Block Level Conferences on different facets of Child Rights (hereinafter referred as “**The Project**”).
     2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document (“**Evaluation Methodology**”) in order to identify the successful bidder for the Project (“**Successful Bidder**”). The Successful Bidder would then have to enter into a ServiceAgreement with The Authority and perform the obligations as stipulated therein, in respect of the Project.
     3. **Deleted**
  2. Eligible Bidders
     1. Bidders who qualify as per the technical and financial qualification norms shall be eligible to bid for this project.
     2. Bidders shall acknowledge receipt of this RFP document and notify their intention to bid for the Project in the format provided as **Appendix 1**.
     3. Bidders shall provide such evidence of their continued eligibility to the satisfaction of The Authority, as the Authority may reasonably request.

* 1. Change in Composition of the Bidder
     1. Any change in composition of the bidder after the pre-qualification stage would be at the sole discretion of THE AUTHORITY and with prior written permission of THE AUTHORITY.
  2. Number of Proposals
     1. Each bidder shall submit only one (1) proposal for the project in response to this RFP document. Any entity, which submits or participates in more than one proposal for the same project will be disqualified and will also cause the disqualification of consortium in which it is a member.

* 1. Proposal Preparation Cost
     1. The bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. THE AUTHORITY will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
  2. Contents of RFP Document
     1. The RFP document consists of 5 sections and 8 appendices as listed below and would include any addenda issued in accordance with clause 1.8.

1. BIDDING PROCEDURE
2. SCHEDULE OF BIDDING PROCESS
3. SCOPE OF THE PROJECT
4. EVALUATION METHODOLOGY
5. CONDITIONS OF CONTRACT
6. APPENDIX 1
7. APPENDIX 2
8. APPENDIX 3
9. APPENDIX 4
10. APPENDIX 5
11. APPENDIX 6
12. APPENDIX 7
13. APPENDIX 8
    1. Clarifications
       1. Bidders requiring any clarification on the RFP document may notify THE AUTHORITY in writing or by facsimile within such date as specified in the Schedule of Bidding Process. Based on its sole discretion, THE AUTHORITY may forward to all bidders, copies of THE AUTHORITY response, including a description of the enquiry but without identifying its source.
    2. Amendment of RFP Document
       1. At any time prior to the Proposal Due Date, THE AUTHORITY may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of addenda.
       2. Any addendum thus issued will be sent in writing to all the Bidders who have received and acknowledged the RFP document and will be binding upon them. Bidders shall promptly acknowledge receipt thereof to THE AUTHORITY.
       3. In order to afford bidders reasonable time in which to take an addendum into account, or for any other reason, THE AUTHORITY may, at its own discretion, extend the Proposal Due Date.

B. Preparation and Submission of Proposal

* 1. Language and Currency
     1. The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
     2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
  2. Bid Security
     1. Proposals would need to be accompanied by a Bid Security for an amount of Rs100,000.00 (RsoneLakh only) in the form of a bank draft from any Nationalized scheduled bank.
     2. The Bid Security shall be kept valid through the Proposal Validity Period and would be required to be extended if so required by THE AUTHORITY.
     3. The Bid Security shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Concession Agreement.
     4. The Bid Security shall be forfeited in the following cases:

1. If the Bidder withdraws its Proposal except as provided in clause 1.19;
2. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
3. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by THE AUTHORITY.
   1. Validity of Proposal
      1. The Proposal shall indicate that it would remain valid for a period not less than nine (9) months from the Proposal Due Date (Proposal Validity Period). THE AUTHORITY reserves the right to reject any Proposal that does not meet this requirement.
      2. Prior to expiry of the original Proposal Validity Period, THE AUTHORITY may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with clause 1.10 of this document in all respects.
      3. The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.
   2. Project Inspection / Site Visit
      1. The Bidder may carry out Project Inspection / Site Visit at any time at their own cost.
   3. Bidder’s Responsibility
      1. The bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP document will be at the bidder’s own risk.
      2. It would be deemed that prior to the submission of proposal, the bidder has:-
4. made a complete and careful examination of requirements, and other information set forth in this RFP document;
5. received all such relevant information as it has requested from THE AUTHORITY; and
6. made a complete and careful examination of the various aspects of the project including but not limited to:-
7. the Project Site
8. existing facilities and structures
9. space availability
10. the conditions of the access roads and utilities in the vicinity of the Project Site
11. conditions affecting transportation, access, disposal, handling and storage of the materials
12. clearances obtained by THE AUTHORITY for the project; and
13. all other matters that might affect the bidder’s performance under the terms of this RFP document.
    * 1. THE AUTHORITY shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
    1. Pre-Proposal Meeting
       1. To clarify and discuss issues with respect to the Project and the RFP document, UKCPCR will hold Pre-Proposal meeting(s) on date specified in the schedule of bidding process.
       2. Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Concession Agreement. Bidders must formulate their responses and forward the same to THE AUTHORITY at least seven (07) days prior to the meeting. THE AUTHORITY may amend the RFP Document based on inputs provided by bidders that may be considered acceptable in its sole discretion.
       3. Bidders may note that THE AUTHORITY will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the bidders will be unconditional and unqualified and the bidders would be deemed to have accepted the terms and conditions of the RFP document with all its contents including the Conditions Of Contract. Any conditional proposal shall be regarded as non-responsive and would be liable for rejection.
       4. THE AUTHORITY will endeavour to hold the meeting as per Schedule of Bidding Process. The details of the meeting will be separately communicated to the bidders.
       5. Attendance of the Bidders at the pre-proposal meeting is not mandatory. However, subsequent to the meeting, THE AUTHORITY may not respond to queries from any Bidder who has not attended the pre-proposal meeting.
       6. All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

|  |  |
| --- | --- |
| ATTN. OF: | Under Secretary |
| ADDRESS: | Uttarakhand Commission for Protection of Child Right, (Women & Child Development Directorate),  Near Nanda kiChowki, Premnagar,  Dehradun. |

* + 1. No interpretation, revision, or other communication from THE AUTHORITY regarding this solicitation is valid unless in writing and is signed by The Secretary, Uttarakhand Commission for Protection of Child Rightor its authorised representative.THE AUTHORITY may choose to send to all bidders, written copies of THE AUTHORITY’s responses, including a description of the enquiry but without identifying its source to all the bidders.
  1. Format and Signing of Proposal
     1. Bidders would provide all the information as per this RFP document and in the specified formats. THE AUTHORITY reserves the right to reject any proposal that is not in the specified formats.
     2. The proposal should be submitted in three parts:

**Part 1** : **Key Submissions**, which would include:

I. Covering letter cum Project Undertaking as per **Appendix 2.**stating the Proposal Validity Period.

II. Anti-Collusion Certificate as per **Appendix 3.**

III. Bid Security in the form of Bank draft.

IV. Bank draft towards cost of RFP document or copy of the receipt, if hard copy of RFP is purchased.

**Part 2 : Technical Proposal** would include:

I. Technical Capability Details as per format set out in **Appendix 6**.

**Part 3** : **Financial Proposal** as per the format set out in **Appendix 5**.

* + 1. The bidder shall prepare one original of the documents comprising the proposal as described in clause 1.16, clearly marked “**ORIGINAL**”. In addition, the Bidder shall make one copy of the proposal, clearly marked “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail.
    2. If the proposal consists of more than one volume, bidder must clearly number the volumes and provide an indexed table of contents.
    3. The proposal and the copy shall be typed or printed in indelible ink and the bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialled by the person(s) signing the Proposal.
  1. Sealing and Marking of Proposals
     1. The bidder shall seal the Key Submissions and Technical Proposal in separate envelopes, duly marking the envelopes as “**KEY SUBMISSIONS**”, “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. These envelopes shall then be sealed in an outer envelope.
     2. The original and the copy of the proposal shall be provided in separate envelopes, duly marking the outer envelopes as “**ORIGINAL**” and “**COPY**”.
     3. Each envelope shall indicate the name and address of the bidder
     4. The envelopes shall clearly bear the following identification:

**“Proposal forEvent Management of National, State, District and Block Level Conferences on Different Facets of Child Rights in Uttarakhand”**

**“To be opened by Tender Opening Committee only”**

and

**“Submitted by**

**Name, Address and Contact Phone No. of the Bidder”**

* + 1. The envelope shall be addressed to:

|  |  |
| --- | --- |
| ATTN. OF: | Under Secretary |
| ADDRESS: | Uttarakhand Commission for Protection of Child Right, (Women & Child Development Directorate), Near Nanda Ki Chowki, Premnagar, Dehradun. |

* + 1. If the envelope is not sealed and marked as instructed above, the proposal may be deemed to non-responsive and would be liable for rejection. THE AUTHORITY assumes no responsibility for the misplacement or premature opening of such proposal submitted.
  1. Proposal Due Date
     1. Proposals should be submitted before 1400 Hours on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in clause 1.16.5 in the manner and form as detailed in this RFP document. Applications submitted by either facsimile transmission or telex will not be acceptable.
     2. THE AUTHORITY, at its sole discretion, may extend the Proposal Due Date by issuing an addendum in accordance with clause 1.8.
  2. Late Proposals
     1. Any proposal received by THE AUTHORITY after 1400 hours IST on the Proposal Due Date will be returned unopened to the Bidder.
  3. Modification and Withdrawal of Proposals
     1. The bidder may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by THE AUTHORITY before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.
     2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 1.16 with outer envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**” and also “**KEY SUBMISSIONS**”, “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” as appropriate.
     3. Withdrawal of a proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with clause 1.10.4 of this document.
  4. Tests of responsiveness
     1. Prior to evaluation of proposals, THE AUTHORITY will determine whether each Proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if

1. it is received by the Proposal Due Date.
2. it is signed, sealed, and marked as stipulated in clause 1.16.
3. it contains the information and documents as requested in the RFP document.
4. it contains information in formats specified in the RFP document.
5. it mentions the proposal validity period as set out in clause 1.11.
6. it provides the information in reasonable detail. (“**Reasonable Detail**” means that, but for minor deviations, the information can be reviewed and evaluated by THE AUTHORITY without communication with the bidder). THE AUTHORITY reserves the right to determine whether the information has been provided in reasonable detail.
7. there are no inconsistencies between the Proposal and the supporting documents.
   * 1. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
8. which affects in any substantial way, the scope, quality, or performance of the Project, **OR**
9. which limits in any substantial way, inconsistent with the RFP document, THE AUTHORITY’s rights or the Bidder’s obligations under the Concession Agreement, **OR**
10. which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
    * 1. THE AUTHORITY reserves the right to reject any proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by THE AUTHORITY in respect of such proposals.
      2. Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.
    1. Confidentiality
       1. Information relating to the examination, clarification, evaluation and recommendation for the short listed bidders shall not be disclosed to any person not officially concerned with the process. THE AUTHORITY will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. THE AUTHORITY will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure.
    2. Clarifications
       1. To assist in the process of evaluation of proposals, THE AUTHORITY may, at its sole discretion, ask any bidder for clarification on its proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the proposal would be permitted by way of such clarifications.
    3. Proposal Evaluation
       1. To assist in the examination, evaluation, and comparison of proposals, THE AUTHORITY may utilise the services of consultant(s) or advisor(s).
       2. Before opening and evaluation of the Technical Proposals, Bidders are expected to meet the following pre-qualification criteria which would be a part of the Technical Proposal. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Technical Proposal level.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ser No** | **Criteria** | **Whether Met** | **Reference Details** |
| 1 | The bidder should be a Company/Firm/ Society/Trust registered in India and in existence in India for the last 3 years or more. | Yes / No | Certificate of Incorporation /Any other relevant document |
| 2 | The applicant should have experience of organizing or managing events at least 2 events of National/State/ Districtlevel for last 3 years | Yes / No | The Applicant shall provide certificate of Project Experience |
| 3 | The bidder should have minimum average annual turnover of **Rs 1.00 Crores**in the last 3 Financial Years (FY 12-13, FY13-14& FY 14-15) | Yes / No | Audited Profit / Loss Statement and Balance Sheet **and** details as per Appendix 7 |
| 4 | The bidder should have minimum networth of **Rs25.00Lakh**as on March 31, 2015.  Non-profit entities like societies, trusts and section 25 companies will be exempt from net worth requirement. | Yes / No | Audited Profit / Loss Statement and Balance Sheet **and** details as per Appendix 7 |
| 5 | The Bidder should not have been blacklisted with any of the Central Government Department and any State Department on account of corrupt or fraudulent practices | Yes / No | Affidavit in this regard by the authorized signatory of the Bidder / Lead Member |
| 6 | No pending litigation against bidder with any Central Government Department and any State Department | Yes / No | -do- |

* + 1. Evaluation of proposals will be done in two stages.
    2. In Stage I of Proposal Evaluation, the Key Submissions submitted by the bidders shall be checked for responsiveness with the requirements of the RFP document.
    3. The evaluation of Technical Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP document.THE AUTHORITY reserves the right to reject the proposal of a bidder without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP document.
    4. After checking the responsiveness of the Key submission, the Technical Proposal will be opened. The minimum qualifying marks of the Technical Capability Evaluation is 60 as mentioned in clause 4.1.2.
  1. Evaluation of the Financial Proposal
     1. In Stage II, the Financial Proposals of all the bidders who pass the Stage I evaluation will be opened in the presence of the bidders’ representatives who choose to attend. The Bidders’ representatives who choose to be present shall be required to sign and record their attendance.
     2. Evaluation of Financial Proposal shall be done as per section 4.2 of this RFP document.
  2. Notifications
     1. Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, THE AUTHORITY shall declare the Preferred Bidder as Successful Bidder.
     2. THE AUTHORITYwillnotify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted.
  3. THE AUTHORITY’s Right to Accept or Reject Proposal
     1. THE AUTHORITY reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
     2. THE AUTHORITY reserves the right to invite revised Financial Proposals from bidders with or without amendment of the RFP document at any stage, without liability or any obligation for such invitation and without assigning any reason.
     3. THE AUTHORITY reserves the right to reject any proposal if:-

1. at any time, a material misrepresentation is made or uncovered;

**OR**

1. thebidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

This would lead to the disqualification of the bidder. If the bidder is a consortium, then the entire consortium would be disqualified / rejected. If such disqualification / rejection occur after the Financial Proposals have been opened and the highest bidder gets disqualified / rejected, then THE AUTHORITY reserves the right to:

1. either invite the next highest Bidder to match the Financial Proposal submitted by the highestbidder;

**OR**

1. take any such measure as may be deemed fit in the sole discretion of THE AUTHORITY, including annulment of the bidding process.
   1. Acknowledgement of Letter of Acceptance (LOA)
      1. Within oneday from the date of issue of the LOA, the Preferred Bidder shall acknowledge the receipt of LOA.
   2. Execution of Service Agreement
      1. The Successful Bidder shall execute the Service Agreement within one (1) week of the issue of LOA ORsuch time as indicated by THE AUTHORITY.
      2. THE AUTHORITY will promptly notify other Bidders that their proposals have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.
   3. Performance Security
      1. The Successful Bidder shall furnish Performance Securityto the tune of 5% of the total quoted value, by way of bank draft issued by a scheduled bank located in India in favour of THE AUTHORITY, as required under the Service Agreement.
      2. The Performance guarantee shall be forfeited and en-cashed in the following cases:
2. If the Successful Bidder withdraws from the project midway during the project term
3. If during the project term, there is any incident of gross professional negligence by the ‘Successful Bidder’.
4. Any other act or acts of the Successful Bidder which renders the project un-operational and THE AUTHORITY establishes sufficient reasons to forfeit the performance guarantee.
5. If the bidder fails to meet the service levels as agreed.
   1. Cost of RFP document
      1. The cost of RFP document is Rs 1,150.00 (Rs One thousand one hundred fifty only), inclusive of VAT. The Proposals must accompany with cost of RFP document in the form of a bank draft in favour of “Under Secretary Uttarakhand Commission for Protection of Child Right” of Rs1,150.00 (Rs One thousand one hundred fifty only).

# SCHEDULE OF BIDDING PROCESS

THE AUTHORITY would endeavour to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Ser**  **No** | **Activity Description** | **Date** |
| 1. | Pre-Proposal Meeting | 03 April, 2017  12:30 PM. |
| 2. | Proposal Due Date | 10 April, 2017  02:00 PM. |
| 3. | Opening of Technical Proposals | 10 April, 2017  03:00 PM. |
| 4. | Opening of Financial Proposals | To Be Confirmed. |

# Venue:

|  |  |
| --- | --- |
| ATTN. OF: | Under Secretary |
| ADDRESS: | Uttarakhand Commission for Protection of Child Right, (Women & Child Development Directorate), Near Nanda kiChowki, Premnagar, Dehradun. |

# Bid Submission:

# Venue:

|  |  |
| --- | --- |
| ATTN. OF: | Under Secretary |
| ADDRESS: | Uttarakhand Commission for Protection of Child Right, (Women & Child Development Directorate),  Near Nanda kiChowki, Premnagar,  Dehradun. |

# Time: Submit before 1400 Hours

# Contact Numbers : Dr Shakti Prasad Semwal : 9412905016

# 

# SCOPE OF THE PROJECT

* 1. Project Overview
  2. Uttarakhand Commission for Protection of Child Rightis organizing “State level Conference on Different Facets of Child Rights” in order to improve awareness of Child rights.
  3. The conferences shall be organized during the financial year 2015-16. The likely number of conferences will be as below :

|  |  |  |  |
| --- | --- | --- | --- |
| **Type Of Event** | **Likely Location** | **Estimated Numbers** | **Estimated Participants for each event** |
| National Level Conference | Any City in Uttarakhand | 1 | 500 |
| State Level Conference | Any City in Uttarakhand | 1 | 400 |
| District Level Conference | District Headquarters of Uttarakhand | 13 | 250 |
| Block Level Conference | Block Headquarters of Uttarakhand | 95 | 150 |

* 1. Scope of work
     1. The Event Manager is required to perform the following services:

**A Catering :-**

1. Event managers shall ensure portable drinking water for the visitors, office staff, and other participant during the program.
2. Event managers shall ensure the decoration, bouquets, lamps, tables, waterproof tent and chairs etc. as required for the food arrangements.
3. Event managers shall ensure that Fresh Food must be prepared.
4. Event managers shall ensure that only certified/branded and quality food products (Masala, Vegetable etc.) are used for food preparations etc.
5. All food arrangement must be as per Indian culture.
6. The menu for the conference breakfast, lunch, dinner and snacks would be decided during event planning stage.

**B Inauguration, Valedictory and other scheduled programs :-**

1. The event manager should carry out the registration process of all the participants
2. At all locations event manager should decorate the stage as per the Indian scenario and as per instructions from the Authority.
3. Event managershould arrange the bouquet, mala, shawl &Mementoes etc. for the VVIP Guest/Chief Guest.
4. Event managershould arrange required number of kits with jute bags, writing pad, pen etc.
5. Event managershould arrangevideo recording, photograpy, sound, light etc.
6. At all locations event managershould arrange shawls for VVIP Guest& VIP Guest as decided during planning stage.
7. At all locations event manager should arrange Mementoes for VVIP Guest &VIP Guest.
8. At all locations The applicant should arrange bouquet/garland for VVIP Guest, VIP Guest and General Guest.

**C The Authority may add any other services as per the changes made during event planning discussions**

* 1. Project Implementation Timelines

|  |  |  |
| --- | --- | --- |
| **Ser**  **No** | **Activity** | **Timeline** |
| 1. | Signing of the Agreement | T |
| 2. | Event Planning Discussions | T+1 Day |
| 3. | Submission of the event plan, budget and approval of all the items | T+10 Day |
| 4. | Conferences | As per planning calendar |

**T, as referred above, is the date of signing of agreement.**

* 1. Payments & Fees

1. Planning & Budgeting shall be done by the EventManager with the Authority.
2. Selection of Service Providers/Vendors shall be complete with the assistance of Event Manager. Each of the above services shall be paid on actual basis only. Payments to vendors of various services and items will be done through the event Manager by the Authority.
3. Event Manager however shall be responsible for quality of all the services and items.
4. Selection of vendors will be done in consultation with the Authority and Uttarakhand Procurement Rules would be followed.
5. The Event Manager shall be paid a management fee for each event as quoted in Financial Bid.
6. In case number of conferences increase or decrease the rate quoted for each type of event shall be used for calculating the payment due to Event Manager.
7. Event Manager must not charge any commission or levy any other charges to vendors.
8. Vendors and Event Manager as applicable shall pay all applicable taxes at their respective ends.
9. Event Manager shall submit proof of payment of service tax to claim the service tax on payments due.

# EVALUATION METHODOLOGY

* 1. Evaluation of Technical Proposal
     1. The Technical Capability Proposal for the Project would be evaluated on the following basis:

|  |  |  |  |
| --- | --- | --- | --- |
| **Ser No** | **Criteria** | **Maximum**  **Marks** | **Method of allotting marks for Technical Score** |
| 1 | No.of years of experience in managing/organizing state/national/corporate events | 25 | 1. 1-3 years - 09 marks. 2. 4-5 years – 16 marks 3. More than 5 years – 25 marks |
| 3 | No. of events organized  **(Note:**   1. **The number of participants catered in each event should have been minimum 100)** 2. **Bidder should have provided the service components as mentioned in the Clause 3.2.1 for considering the eligible events, mere provision of infrastructure or coordination of event shall not be considered.** | 60 | National Level Events : Max Marks 15   * 2 Events : 04 * 3-5 Events :10 * More than 5 events : 15   State Level Events : Max Marks 20   * 2 Events :10 * 3-5 Events : 15 * More than 5 events : 20   District/Block Level Events : Max Marks 10   * 5 Events : 05 * 6-8 Events : 08 * More than 8 events : 10   Corporate Level Events : Max Marks 15   * 2 Events : 05 * 3-5 Events : 10 * More than 5 events : 15 |
| 6 | Technical proposal for the event | 15 | 1. Detailing of the plan : 09 2. Innovative Ideas : 06 |
| Maximum Technical score | | 100 |  |

Note :

* 1. For all the events please provide copy of the work order, final payment and satisfactory work completion order/certificate.
  2. At least 5 best events’ recordings (Video&Photos) should be submitted along with the proposal.
     1. The minimum qualifying marks of the Technical Evaluation is 60.
     2. The Financial bids of those bidders would be opened who secure at least 60 in their Technical Capability Proposal.
  3. Financial Proposals
     1. Bidders shall submit their financial proposals as per the format given inAppendix 5
     2. Bidder quoting the lowest total bid amount shall be declared preferred bidder.
     3. In the event that two or more bidders with same final score, THE AUTHORITY may:

1. invite fresh proposals from the bidders;

**OR**

1. declaring the bidder securing highest technical capability marks amongst the bidders securing same overall score, as Preferred Bidder

**OR**

1. take any such measure as may be deemed fit in its sole discretion or annulment of the Bidding Process.
   * 1. THE AUTHORITY may either choose to accept the proposal of the Preferred Bidder or invite him for negotiations.
     2. Upon acceptance of the Financial Proposal of the Preferred Bidders with or without negotiations, The Authority shall declare the Preferred Bidder as Successful Bidder.
     3. The Authoritywillnotify the Successful Bidder by facsimile and by a letter that its proposal has been accepted.

# CONDITIONS OF CONTRACT

# Conditions Of Contract

These Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict; provision herein shall prevail over those in the other parts of the Bidding Documents.

# Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

# Applicable Law

Appropriate laws of Government of India & Government of Uttarakhand shall apply.

# Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

# The Event Manager shall indemnify the Authority against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Authority.

# The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

# Payment Terms

# Payments will be made in Indian Rupees only

# The payment shall be made as per payment schedules below for each conference:

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Stage** | **Payment** |
| 1 | Mobilization Advance | 1. 10% of event management fee of the conference : at the time of conference planning stage 2. 30% of the services & items budgets for the conference : After finalization of vendor/service provider selection and work order release to vendors |
| 2 | 2nd Instalment | 1. 70% of event management fee of the conference : After Completion of the conference 2. 70% of the services & items budgets or remaining balance payments on actual expense basis, for the conference: After Completion of the conference. |
| 3 | Final Instalment | 1. 20% of event management fee of the conference: After acceptance of final event report. |

# The Event Manager shall submit the bills for event management fee and all other services/items. Event Manager shall be responsible for making payments to vendors and should ensure that payment terms are negotiated with vendors in line with the payment schedule under this agreement.

# The payments will be made, normally within 60 days of submission of invoice and subject to adjustment of applicable penalties at the end of conference.

# There should be no instances of non-payment to vendors after receiving respective payments from the Authority. Event Manager shall indemnify the Authority against any such non-payment claims.

# Prices

1. All taxes and duties as applicable shall be payable by The Event Manager.
2. Service Tax shall be released separately only after submission of proof of payment of the service tax.
3. Mandatory taxes/ duties etc. as applicable will be deducted by Authority.
4. The effects of any increase / decrease of any type of taxes levied by the Government shall be borne by The Event Manager
5. All payments shall be made subject to adjustment of applicable penalties.
6. No amount or cost shall be payable for holding discussion, as considered necessary by the Authority, for any purpose with Authority’s Officials at Authority’s Head Office or elsewhere, prior, during or after the conduct of an assignment.
7. Prices quoted by the bidder shall be fixed for the entire Contract period.

# Schedule To Start And Completion Of The Assignment

# Within One (1) days of signing the contract, The Event Manager shall provide its services to the Authority. The outline of implementation would be as below :

|  |  |  |
| --- | --- | --- |
| **Ser**  **No** | **Activity** | **Timeline** |
| 1. | Signing of the Agreement | T |
| 2. | Event Planning Discussions | T+1 Day |
| 3. | Submission of the event plan, budget and approval of all the items | T+10 Day |
| 4. | Conferences | As per planning calendar |

# The Event Manager, if faced with problems in timely commencement of assignments, shall immediately inform Authority in writing/Email, about the causes of the problem/delay and tentative duration of such delay etc. The authority shall either impose the penalties for such delays or allow time extension for commencement of services, based on the reason of delays.

# The Event Manager shall complete the planning process of each conference atleast 1 week before the date of event. Samples and prices for the items required for the event must be approved atleast 7 days before the event. In case of delays in approval from the Autority, Event Manager maybe given sufficient time by the Authority after mutual agreement.

# After completion of each conference, Event Manager shall provide detailed event report. This report shall include the details of event, participants list, photographs, videos, expense accounts etc. The format of these reports shall be finalized at the planning stage. The report shall be provided as 2 hard copies and soft copies (CD or pen drive). Without the submission of report, payment to The Event Manager shall be withheld.

# Penalty

# Any delay in Planning Process, which is attributable to The Event Manager, shall attract penalty of 1000 Rs. /day and upto maximum of 20000/- Rs. If the delay penalty exceeds the upper limit, agreement maybe terminated under the event of default of The Event Manager.

# Delay in submission of event reports: Event report should be besubmiteed within 15 days of the conclusion of the event. In case of delay beyond stipulated time a Penalty of Rs. 1000/- per day upto to a maximum of Rs. 20,000/- per will be imposed.

# For each event, The Event Manager shall provide a designated conference manager to assist the Authority.The conference manager must be sufficiently experienced to handle such events and in case of any failure on account of conference manager’s inexperience, the Authority may impose penalty of Rs. 5000.

# In case of delay due to reasons beyond the control of The Event Manager and under force majeure conditions, suitable extension of time will be granted without imposing any penalty.

# In case of imposition of penalties on all three counts above, Authority may consider termination of contract and forfeiture of Performance Security.

# Contract Period

The contract period will be Financial Year 2016-17and in case any events require additional time beyond the contract period beyond the contract period, Event Managermaybe given extension by the Authority.

# Insurance

The Event Manager shall have necessary insurances, as appropriate.

# Force Majeure

1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
2. If a Force Majeure arises, The Event Manager shall promptly notify Authority in writing of such condition and the cause thereof. Unless otherwise directed by Authority, The Event Manager shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.
   1. **Indemnification**

# The Event Manager shall at all time indemnify Authority and GoUK against all claims of losses and damages etc. of any kind which may be made by third party in respect of infringement of any protected right. Provided always that in the event of any claim in respect of alleged breach being made against Authority and GoUK, the Authority shall notify The Event Manager of the same and The Event Managershall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

# The Event Manager will indemnify Authority and GoUK of all legal obligations of its professionals deployed. Authority and GoUK also stand absolved of any liability on account of death or injury sustained by The Event Manager’s staff during the performance of their work and also for any damages or compensation due to any dispute between the agency and its staff.

# Termination

# On Expiry Of The Contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Authority has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

# On Account Of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in *clause 5.13.*

# On Breach Of Contract: The Authority may terminate the Contract if The Event Manager causes a fundamental breach of the Contract. Fundamental breach of Contract includes, but shall not be limited to, the following:

1. The Event Manager fails to carry out any obligation under the contract.
2. The Event Manager without reasonable excuse fails to commence the work in accordance with clause 6.9.
3. Has failed to furnish the required securities or extension thereof in terms of the contract.
4. The Event Manager stops work and the stoppage has not been authorized by the Employer;
5. The Event Manager at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt
6. If The Event Manager, in the judgement of the Authority, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
7. Any other fundamental breaches or contract termination conditions as specified in the document.

# Notwithstanding the above, the Authority may terminate the Contract for convenience by giving 30 days prior notice without assigning any reason.

# Arbitration/ Resolution Of Disputes

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitration of the Secretary, UCPCR or his nominee and the decision of the Arbitrator shall be final and binding upon the parties. The arbitration shall **be in Dehradun** and the Arbitrator shall give his award in accordance with “The Arbitration and Conciliation Act, 1996”.

# APPENDIX 1

# FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT

# AND NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Date :

To

|  |
| --- |
| Under Secretary |
| Uttarakhand Commission for Protection of Child Right, (Women & Child Development Directorate), Near Nanda kiChowki, Premnagar, Dehradun. |

Dear Sir,

Sub :Proposal for Event Management of National, State, District and Block Level Conferences on Different Facets of Child Rights in Uttarakhand(hereinafter referred as “The Project”)

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part - I and Part - II) of the Request for Proposal (RFP) document for the captioned Project from THE AUTHORITY and conveys its intention to submit a proposal for the Projects.

…………………………………………….

Name of the Bidder

…………………………………………….

Signature of the Authorised Person

…………………………………………….

Name of the Authorised Person

Note:

* *On the Letterhead of the Bidder or Lead Member of Consortium.*
* *To be signed by the Lead Member in case of a Consortium.*
* *The acknowledgement should be sent within 1 (one) weeks of receipt of the RFP document*

# 

# 

# APPENDIX 2

# FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

To,

|  |
| --- |
| Under Secretary |
| Uttarakhand Commission for Protection of Child Right, Women &(Child Development Directorate), Near Nanda kiChowki, Premnagar, Dehradun. |

Dear Sir,

Ref: Proposal for Event Management of National, State, District and Block Level Conferences on Different Facets of Child Rights in Uttarakhand (hereinafter referred as “The Project”)

We have read and understood the Request for Proposal (RFP) document in respect of the Project provided to us by THE AUTHORITY. We hereby submit our Proposal for the Project.

We are enclosing our proposal in one (1) original plus one (1) copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our proposal is valid for a period of nine (9) months from ………… (Proposal Due Date).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Conditions Of Contract, a draft of which also forms a part of the RFP document provided to us.

Dated this ……………………..Day of …………………., 2016.

Name of the Bidder

…………………………………………….

Signature of the Authorised Person

…………………………………………….

Name of the Authorised Person

Note:

* *On the Letterhead of the Bidder*

# 

# APPENDIX 3

# FORMAT FOR ANTI-COLLUSION CERTIFICATE

ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Dated this ……………………..Day of …………………., 2016

Name of the Bidder

…………………………………………….

Signature of the Authorised Person

…………………………………………….

Name of the Authorised Person

# 

# APPENDIX 4

# FORMAT FOR FINANCIAL PROPOSAL

Date :

To

|  |
| --- |
| Under Secretary |
| Uttarakhand Commission for Protection of Child Right,  Women & (Child Development Directorate),  Near Nanda kiChowki, Premnagar, Dehradun. |

Dear Sir,

Re: Proposal for Event Management of National, State, District and Block Level Conferences on Different Facets of Child Rights in Uttarakhand (hereinafter referred as “The Project”)

We are pleased to submit our Financial Proposal for Proposal for Event Management of National, State, District and Block Level Conferences on Different Facets of Child Rights in Uttarakhand ( “The Project”)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type Of Event** | **Estimated Numbers** | **Event Management Fee per conference ( Rs. In Figures)** | **Event Management Fee per conference ( Rs. In Words)** | **Event Management Fee**  **(C=AxB)** |
|  | A | B |  | C |
| National Level Conference | 1 |  |  |  |
| State Level Conference | 1 |  |  |  |
| District Level Conference | 13 |  |  |  |
| Block Level Conference | 95 |  |  |  |
| **Total Event Management Fee** | | | |  |

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

……………………………………………. Name of the Bidder

…………………………………………….Signature of the Authorised Person

…………………………………………….Name of the Authorised Person

Note:

* *On the Letterhead of the Bidder and to be signed by the bidder.*
* *In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*

# APPENDIX 5

**FORMAT FOR TECHNICAL CAPABILITY PROPOSAL**

1. *To be provided on the Letterhead of the Bidder and to be signed by the Bidder*
2. *The Bidder should provide details of* ***each Event*** *on separate sheets.*

Previous Experience of the bidder in

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Description** | **Response** |
|  | Name of the Event |  |
|  | Event Authority |  |
|  | Dates of Event |  |
|  | Value of Contract |  |
|  | Event Level |  |
|  | Scope of Work (not more than 500 words) |  |
|  | No. of Guests Handled |  |

**The bidder shall provide copies of work order or certificate from the client mentioning the aforesaid details.**

…………………………………………….

Name of the Bidder

…………………………………………….

Signature of the Authorised Person

…………………………………………….

Name of the Authorised Person

**APPENDIX 6**

**FORMAT FOR FINANCIAL CAPABILITY PROPOSAL**

(Equivalent in Rs. Lakhs)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder** | **Net Worth** | **Annual Turnover** | | |
| **Year 1**  **(As on 31st March 2015)** | **Year 1 (FY 2012-13)** | **Year 2**  **(FY 2013-14)** | **Year 3**  **(FY 2014-15)** |
| Name of the bidder |  |  |  |  |

**General Instructions:**

1. Net Worth

* For Company = (Paid-up Capital fund + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off)
* For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)

1. Annual Turnover = Total revenues earned from business operation as indicated in the annual financial statement
2. The financial year would be the same as followed by the bidder for its annual report. Year I will be the latest completed financial year for which the audited balance sheet is available. Year 2 shall be the year immediately preceding Year 1.
3. The bidder shall provide the audited annual financial statements as required for this RFP document. Failure to do so would be considered as a non-responsive bid.
4. The bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

**APPENDIX 7**

**TECHNICAL PROPOSAL FOR THE EVENT**

The bidder will have to provide a write up/vision document for managing the event for different facets of Child Right as per following structure :-

* Event Plan
* Details of items required by the Authority
* Samples/photos/Specifications of the items required by the Authority
* Any innovations planned for improving quality of event and reducing costs. These innovations should be incorporated in the financial proposal.

# 

# APPENDIX 8

# LIST OF KEY DOCUMENTS FOR THE BID

|  |  |
| --- | --- |
| **Ser**  **No** | **Description** |
| 1 | Acknowledgement of RFP document and Notification of Intent to Submit Proposal |
|  | Covering Letter cum Project Undertaking |
|  | Anti-Collusion Certificate |
|  | Bid Security in the form of demand draft |
|  | Financial Proposal |
|  | Technical Proposal |
|  | Bank draft towards cost of RFP document or copy of the receipt, if hard copy of RFP purchased. |