

GOVERNMENT OF INDIA
NITI Aayog
New Delhi

NATIONAL COMPETITIVE BIDDING (NCB)

SELECTION OF AGENCIES/FIRMS FOR
ORGANIZATION OF A CULTURAL PROGRAMME AT
HUMAYUN TOMB, NEW DELHI ON
SEPTEMBER 7, 2018

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

August 14, 2018

**NATIONAL INSTITUTION FOR TRANSFORMING INDIA (NITI) AAYOG
NOTICE INVITING - REQUEST FOR QUALIFICATION (RfQ) CUM REQUEST
FOR PROPOSAL (RfP) FOR SELECTION OF AGENCIES/FIRMS FOR
ORGANIZATION OF A CULTURAL PROGRAMME AT HUMAYUN TOMB,
NEW DELHI ON SEPTEMBER 7, 2018**

1. Introduction:

1.1 The National Institution for Transforming India, also called NITI Aayog, was formed via a resolution of the Union Cabinet on January 1, 2015. NITI Aayog is the premier policy ‘Think Tank’ of the Government of India, providing both directional and policy inputs. While designing strategic and long-term policies and programmes for the Government of India, NITI Aayog also provides relevant technical advice to the Centre and States. NITI Aayog acts as the quintessential platform of the Government of India to bring States to act together in national interest, and thereby fosters Cooperative Federalism. NITI Aayog is also developing itself as a State of the Art Resource Centre, with the necessary resources, knowledge and skills, that will enable it to act with speed, promote research and innovation, provide strategic policy vision for the government, and deal with contingent issues.

1.2 Mobility has gradually become a growth engine for emerging economies and a massive generator of quality jobs. It will also result in the global spread of shared, connected and zero emission transport that has the potential to transform society.

1.3 The National Institution for Transforming India (NITI Aayog), the Government of India’s think tank is organizing the **MOVE’: A Global Mobility Summit on September 7-8, 2018 at Vigyan Bhawan, New Delhi**. Hon’ble Prime Minister of India Shri Narendra Modi, who has been the source of inspiration and guidance, will inaugurate the Summit.

1.4 The Summit will have globally renowned industry leaders, eminent Ministers, Mayors, distinguished policy makers from around the world, eminent speakers, key stakeholders and top academics in the field of mobility to share their experiences with a view to transform the Indian mobility sector.

1.5 **India is an incredible country. In order to showcase India’s amazing cultural diversity, rich heritage, wonderful art and amusing music before the international audience, it is proposed to organize a “Cultural Programme” at Humayun Tomb, New Delhi. For this purpose, NITI Aayog invites proposals from the reputed agencies / firms for “Organizing a Cultural Programme at Hymayun Tomb, New Delhi to showcase India’s cultural diversity, rich heritage, wonderful art and amusing music” glorifying the Indian culture.** The agencies / firms must have adequate and credible experience of organization and display of such cultural programmes for government and private sector, etc.

2. Scope of Work and Deliverables

- a) Setting up stage in the backdrop of Humayun Tomb 60 feet by 40 feet (approx), organizing cultural programme, fully functional audio visual systems, proper

decoration, lighting, making seating arrangements for about 1200 persons and all other associated works for ensuring an outstanding cultural event.

- b) Create and deliver a High quality impact display of Indian culture, art, music and heritage.
- c) Date and duration of programme: September 7, 2018 (evening) of about 50 Minutes
- d) Language: English
- e) Site of cultural programme: Humayun Tomb, (near the crossing of Mathura road and Lodhi road), Nizamuddin area, New Delhi with Humayun Tomb as the backdrop for the stage.
- f) The cultural programme is primarily meant for globally renowned industry leaders, eminent Ministers, Mayors, distinguished policy makers from around the world who would be attending the Global Mobility Summit -2018 during September 7-8, 2018 at Vigyan Bhawan, New Delhi and therefore, it has to be a top class quality programme glorifying the Indian culture.

3. Eligibility

Agencies / Firms fulfilling the following conditions are eligible for submission of bids:-

- a) The registered agency/firm should have minimum **10** year experience preceding the proposal due date, in organizing such shows at well-known events.
- b) The registered agency/firm should have well trained and professional artists and management team.
- c) Agencies / Firms should have annual financial turnover of more than Rs.50.00 crore during the last 3 years.

4. Bidding Process

Bidding process consists of two separate bids viz. technical bid and financial bid through a two cover system. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPP) (URL: <https://eprocure.gov.in/eprocure/app>), using valid Digital Signature Certificates. Detailed instructions for submitting online bids are given at the end of this tender document.

5. How to Apply

- (i) The bids should be submitted in the prescribed format. Bids not in the format will not be accepted.

- (ii) The technical bids must be accompanied with:-
- Documentary proof in support of previous work with Ministries/ Departments of the central/state Government, PSU and others. Enclose copy of the work orders for last three years.
 - Documentary proof of successfully executing minimum two such cultural programmes with Ministries/ Departments of the central/state Government, PSU and others. Enclose copy of the work orders.
 - Enclose copy of company registration certificate, memorandum & articles of association and work orders as evidence.
 - Attach copy of audited annual accounts for last 3 years, showing total turnover of the agency/firm.
 - Registered company/production houses should have GST, PAN Number etc. Enclose certificates and copy of last three years Income Tax returns, PAN and Service Tax numbers.
- (iii) The bidder will not vary/modify any aspect of the proposal/budget etc. during the validity period or any extension thereof.
- (iv) Application should be accompanied by a EMD of Rs. 25,000/- (Twenty Five thousand only) through DD drawn in favor of "Pay and Accounts Officer, NITI Aayog" payable at New Delhi. The EMD will have to be submitted in physical form to Shri U.K. Sharma, in Room No. 226, NITI Aayog, New Delhi. The DD will be subsequently adjusted against security deposit to be submitted by the successful applicant and in the remaining cases the amount will be returned within 15 days of the finalization of the selection and award of the work without any interest.
- (v) **The bids should be uploaded on the CPP portal on or before 11.00 AM of August 27, 2018.**

6. Bids received by post or by hand will be summarily rejected. NITI Aayog will not be responsible for any delay on account of any reasons. **Bids will be opened on August 28, 2018 at 2 PM** in Room No. 226, NITI Aayog in the presence of those tenderer(s) or authorized representative who wish to be present. The bidders are requested to make presentation before a duly constituted Evaluation Committee of NITI Aayog on **August 29, 2018 at 11 AM in Room No. 228, NITI Aayog**. For any query related to submission of proposal, applicant may contact to Shri U. K. Sharma, Consultant (S&T) through phone No. 011-23096758 or email uksharma@gov.in . **Bidders may please note that any change in the dates concerning bids process will be notified on NITI Aayog website under link "Tender" and therefore,**

bidders are advised to visit NITI Aayog website after submitting their bids till the award process is over.

7. **Technical Evaluation:** The Evaluation Committee appointed by the NITI Aayog will carry out the evaluation of bids received on the basis of the following evaluation criteria and points system. If required, the NITI Aayog may seek specific clarifications from any or all Agency (ies) at this stage. NITI Aayog shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency (ies). Each evaluated proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Technical Evaluation Criteria (Total Marks 100)

Sl. No.	Parameters and applicable Form	Total Marks	Evaluation Criteria	Marks
1	Firm's experience in organizing cultural programmes. (Form 1, 2)	20	03-05 years' experience 05-08 years' experience More than 8 years'	10 marks 15 marks 20 marks
2	Credibility of previous cultural programme done at well-known events. (Form 1, 2)	20	01-03 programmes 03-05 programmes 05 and Above programmes	10 marks 15 marks 20 marks
3	Credibility of previous Virtual/Digital Exhibitions done internationally at well-known events. (Form 1, 2)	20	01-02 programmes 03 and Above	10 marks 20 marks
4	Proposed contents on art, culture, heritage, music and the programme outline and state set up suggested. (Form 3)	20	Marks will be provided on the basis of proposed contents, innovative suggestions about programme outline.	To be provided by Evaluation Committee
5	Presentation made by the Firm on August 29, 2018 at 11 AM at NITI Aayog	20	Marks will be provided on the basis of ideas suggested by the bidders so as to create a high impact cultural programme.	To be provided by Evaluation Committee
	Total	100		

8. **Financial Evaluation:** In this process, the financial proposal of only those bidders securing 70 marks in Technical Evaluation shall be opened on **August 30, 2018 at 2 PM** in Room No. 226, NITI Aayog. **Any change in the date will be notified on NITI Aayog website under link "Tender".**

9. Selection Procedure:

8.1 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of service and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

8.2 The Agency achieving the highest combined technical and financial score will be considered to be the successful and will be issued the work order (the —Successful Bidder).

8.3 No TA/DA will be admissible to the bidders. Proposer or authorized representative will attend the presentation at their own cost.

10. Payment

Payment will be made in following stages.

- 30% of the contract value shall be paid as advance against submission of bank guarantee to the equal amount valid for 15 days beyond the expiry of the contract. Balance 70% of the contract value (plus taxes thereof, less deductions, if any) along with the Security Deposit would be released within a week of successful completion of the final deliverables.

At all the stages the statutory taxes, levies and government deductions will be made as per the rules. Release of these amounts in stages will be subject to submission of Security Deposit as specified.

11. Security Deposit

The Successful Bidder shall be required to provide a security deposit for satisfactory execution

of the Work Order. The total amount of security deposit shall be 10% of the total cost and shall be provided by the tenderer through Demand Draft Drawn in favor of the “Pay and Accounts Officer, NITI Aayog”, New Delhi. The Security Deposit shall be submitted within 3 days of the award of work. In case the proposer fails to execute the work as per the Work Order, the NITI Aayog shall have the right to forfeit the EMD. No interest shall be payable by NITI Aayog on the EMD, so held.

12. Pre Bid Meeting

Pre bid meeting will be held for clarifying issues or clearing doubts if any on **August 20, 2018** at Room No. 226, NITI Aayog at 11.00 am.

13. Arbitration

If any dispute, difference, question or dis-agreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assigns in connection with or arising out of the contract or duties of the said parties hereunder or any matter whatsoever incidental to his contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the compilation or abandonment thereof, it shall be referred to the sole arbitrator appointed by CEO, NITI Aayog whose decision shall be final.

14. Other Terms and Conditions

- The Cultural Programme should be of extremely high quality in conformity with the glory of Indian culture. Competent artists, singers, and management team should be assigned by the successful agency/firm.
- Appropriate use of modern materials, fittings, fixtures, Audio-visual equipment, seating arrangement, display panels should be used to make the programme of high impact.
- The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the ‘PDD’).
- NITI Aayog reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.
- The successful bidder will have to submit final deliverables as per the work schedule issuing date of work order.

Proposed contents: 3 days from the date of issue of work order

Details of proposed stage set up and other arrangements: 2 days from the approval of the contents.

- NITI Aayog has the right to extend the period of job based on genuine reasons if necessary.

Form -1

APPLICATION FORM

S.N.	Particulars	Details
1.	Name of Proposer	
2.	Name of the firm /company	
3.	Complete Address for communication (Address with pin code, telephone numbers, fax no and emails).	
4.	(i) Phone /Mobile Number (ii) Email Id	
5.	Legal status of Organization Is it a registered firm/company? (If a partnership firm, state the: name/s and address/es of your partners. If company, state the names and addresses of Directors, photocopies of the certificate of registration should be attached)	Yes/No
6.	(i) PAN Number (ii) GST Registration No. (iii) Average Financial Turnover of the Firm/company during last 3 years	(i) (ii) (iii)
7.	Brief Description of the Proposer's Activities	
8.	Number of years' experience in Cultural Programme. (Attach work orders of earlier works with other government departments/autonomous bodies /PSUS and others)	
9.	Number of Cultural Programme organized so far nationally and internationally (give separate information.	
10.	Has the Agency/it's sister concern/any director ever been blacklisted/defaulters by any organization? If yes, please provide details thereof	

12.	Enclosed DD/Bank order for Rs. 25,000/- being EMD for the application	Rupees
		DD No.....
		dated.....
		drawn on bank.....
13.	Any other relevant information	

DECLARATION

(i) I/We (authorized signatory for the proposer)

solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be suspended and/or debarred from empanelment.

(ii) I/We permit NITI Aayog to inspect my facilities & other records to ascertain the above facts.

(iii) I/We permit NITI Aayog to cross check the above facts from any other source.

(iv) I/We or my authorized representative, if required by NITI Aayog would make presentation before Selection Committee at my/Our own cost.

(v) Here by I/We declare that I/We shall adhere to the terms and conditions mentioned in Notice inviting proposal.

Signature with stamp:

Full Name:

Date:.....

Form -2

PROPOSER'S EXPERIENCE

1. Brief Description of the Proposer's Activities related to Cultural Programmes (Attach Separately) in the last five years. Please attach documentary proofs in support of the claims.

S. No.	Name of Event and location	Theme of the cultural programme	Scale and size	Language	Organization for which done	Copy of the work order/documentary proof placed at

2. Experience in organizing cultural programmes (Attach separately) in the last three years

S.N.	Name of Event and location	Theme of programme	Scale and size	Language	Organization for which produced	Copy of the work order/documentary proof placed at

3. Awards, certificates and accolades received in organizing Cultural Programmes

S.N.	Programmes	Details

SIGNATURE OF THE PROPOSER WITH STAMP

Form -3

PROPOSED CONTENTS AND INNOVATIVE STAGE SETTING

Instructions:-

Here the bidders are requested to make suggestions on the proposed contents of cultural programme such as Indian culture, heritage, art, music, and other artifacts to make a high impactful performance for glorifying Indian culture before the international audience. The bidders shall also make seating arrangement of excellent quality for about 1000 persons of international audience.

The description can be of about 4 pages.

SIGNATURE OF THE PROPOSER WITH STAMP

Form -4

Key personals for the Cultural Programme

1. Name and contact details of the Director responsible for entire work:
2. Name and contact details of the team head:
3. Numbers of artists for performance:

Signature with Stamp

Form 5

FINANCIAL BID

(Budget quote)

We offer to undertake the project for Cultural Programme as per the NITI Aayog tender document for a total cost of Rs. (Rupees.....

.....) exclusive of the GST*.

Name of the Proposer:

Name of the Company:

Date:

Place:

Signature of the authorized signatory with stamp

* NOTE: The cost mentioned here would be considered as the final quote from the firm.

CHECK LIST

S.N.	Items	Page No.
1.	Application form (Form - 1)	
2.	Proposer Experience (Form - 2)	
3.	Proposed contents and innovative stage setting (Form - 3)	
4.	Details of key personals (Form - 4)	
5.	Financial Bid (Form - 5)	
6.	Company Registration proofs	
7.	GST Registration Number proof	
8.	Job Experience	
9.	IT return of last 3 years	
10.	EMD of Rs.25,000/-	

No. 12017/06/2018-S&T
Government of India
NITI Aayog
(S&T Vertical)

NITI Bhawan, Sansad Marg,
New Delhi 110001

Dated: August, 2018

**Subject: Proposed Work Order <.....name of successful bidder > for
“Organization of a Cultural Programme”.**

National Institution for Transforming India, hereinafter referred to as the NITI Aayog which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Agency to provide certain services as defined in this work order (hereinafter called the —Services); and
- b) The Agency, having represented to the NITI Aayog that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the NITI Aayog hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,
Appendix B: Cost Estimate
Appendix C: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the NITI Aayog and the Agency shall be as set forth in the work order; in particular:

- a) The Agency shall carry out the Services in accordance with the provisions of the work order; and
- b) NITI Aayog will make payments to the Agency in accordance with the provisions of the work order.

3. Commencement, completion, modification and termination of work order

3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Agency or such other date as may be stated.

3.1.2 Commencement of Services: The Agency shall commence the Services from any date the date of acceptance of the Work Order or a date notified by the NITI Aayog.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.6 Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.2.1 By NITI Aayog: NITI Aayog may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of three (3) days, after being notified or within such further period as the NITI Aayog may have subsequently approved in writing;
- b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Agency submits to the NITI Aayog a false statement which has a material effect on the rights, obligations or interests of the NITI Aayog. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NITI Aayog;
- f) within seven (7) days, if the Agency, in the judgment of the NITI Aayog has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the NITI Aayog, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days^c decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the NITI Aayog will make the following payments to the Agency:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the NITI Aayog may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the NITI Aayog. Under such circumstances, upon termination, the NITI Aayog may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Agency will be required to pay any such liquidated damages to NITI Aayog within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Obligations of the Agency

3.3.1 General: The Agency has assured NITI Aayog to perform the Cultural Programme of top quality confirming the glory of Indian culture, art, heritage and music. The firm/agency shall carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the NITI Aayog, and shall at all times support and safeguard the NITI Aayog's legitimate interests in any dealings with Sub- consultants or third parties.

3.3.2 Conflict of interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and

b) after the termination of this work order, such other activities as may be specified.

3.3.3 Confidentiality: The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the NITI Aayog's business or operations without the prior written consent of the NITI Aayog.

3.3.4 Documents Prepared by the Agency to be the Property of the NITI Aayog: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the NITI Aayog, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the NITI Aayog, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.3.5 Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law.

3.3.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.4 Obligations of the NITI Aayog

3.4.1 Assistance and Exemptions: NITI Aayog will use its best efforts to ensure that the

Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:

3.4.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.5 Payments to the Agency

3.5.1 30% of the contract value shall be paid as advance against submission of bank guarantee to the equal amount valid for 15 days beyond the expiry of the contract. Balance 70% of the contract value (plus taxes thereof, less deductions, if any) along with the Security Deposit would be released within a week of successful completion of the final deliverables.

3.5.2 The final payment shall be released only after completion of the required work and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by NITI Aayog.

3.5.4 The Service Tax/ VAT/GST shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.5.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.6 Settlement of disputes

3.6.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

3.7 Responsibility for accuracy of documents.

3.7.1 General

3.7.1.1 The Agency shall be responsible for accuracy of the estimate and all other details prepared by them as part of these services. They shall indemnify the NITI Aayog against any inaccuracy in the work, which might surface during implementation of the project.

3.8 Liquidated damages

3.8.1.1 The agency/firm has assured NITI Aayog to ensure all deliverables to the best satisfaction of NITI Aayog. If the selected firm/agency fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by NITI AAYOG.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work Order shall not be assigned by the Agency to any other firm except with prior consent in writing of the NITI Aayog, which the NITI Aayog will be entitled to decline without assigning any reason whatsoever.

4.1.2 The NITI Aayog is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity:

4.1.3.1 The Agency agrees to indemnify and hold harmless the NITI Aayog from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the NITI Aayog; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter)). As soon as reasonably practicable after the receipt by the NITI Aayog of a notice of the commencement of any action by a third party, the NITI Aayog will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to the NITI Aayog or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the NITI Aayog may have at common law, in equity or otherwise.

4.1.3.2 The Agency shall at all times indemnify and keep indemnified NITI AAYOG against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3 The Agency shall at all times indemnify and keep indemnified NITI AAYOG against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

4.1.3.4 The Agency shall at all times indemnify and keep indemnified NITI AAYOG against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers,

agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

4.1.7.1 The firm/agency shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the NITI Aayog a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (ten) percent of the total cost of Financial Proposal under this Assignment. This performance security will be released upon fulfillment of all responsibilities for completion of the work.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work

order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If NITI Aayog shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the NITI Aayog shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the NITI Aayog shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the NITI Aayog will refund to the Agency the full amount of the bank guarantee, unless the NITI Aayog has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the NITI Aayog will not be liable to pay any interest on such balance. The NITI Aayog will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the NITI Aayog in accordance with the provisions hereof, be released by the NITI Aayog within a period of 60 (Sixty) Days from the date of completion of the services.

5 The NITI Aayog shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Agency becomes liable to pay penalty;
- b) occurrence of any of the events listed in Clause 3.2 of the Work Order;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

Terms of reference, Description of the Services and Reporting Requirements

1. Setting up stage in the backdrop of Humayun Tomb 60 feet by 40 feet (approx), organizing cultural programme, fully functional audio visual systems, proper decoration, lighting, making seating arrangements for about 1200 persons and all other associated works for ensuring an outstanding cultural event.
2. Create and deliver a High quality impact display of Indian culture, art, music and heritage.
3. Date and duration of programme: September 7, 2018 (evening) of about 50 Minutes
4. Language: English
5. Site of cultural programme: Humayun Tomb, (near the crossing of Mathura road and Lodhi road), Nizamuddin area, New Delhi with Humayun Tomb as the backdrop for the stage.
6. The cultural programme is primarily meant for globally renowned industry leaders, eminent Ministers, Mayors, distinguished policy makers from around the world who would be attending the Global Mobility Summit -2018 during September 7-8, 2018 at Vigyan Bhawan, New Delhi and therefore, it has to be a top class quality programme glorifying the Indian culture.

The agency/ firm will provide all deliverables to Dr. C. Muralikrishna Kumar, Senior Consultant, NITI Aayog.

COST ESTIMATES

The Firm/ Agency <.....name.....> has committed to organize a cultural programme with all the deliverables at a cost of Rs.....(in words). NITI Aayog will release payment promptly (within 2 weeks) after submission of all the deliverables.

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of NITI Aayog, Government of India (hereinafter referred as the - NITI Aayog, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of NITI Aayog's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the NITI Aayog for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the NITI Aayog immediately on demand an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the NITI Aayog on the Bank shall be conclusive and binding notwithstanding any difference between the NITI Aayog and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the NITI Aayog discharges this guarantee.

The NITI Aayog shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The NITI Aayog shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the NITI Aayog and to exercise the same at any time in any manner, and either to

enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the NITI Aayog and the Agency any other course or remedy or security available to the NITI Aayog. The Bank shall not be relieved of its obligations under these presents by any exercise by the NITI Aayog of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NITI Aayog or any other indulgence shown by the NITI Aayog or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NITI Aayog at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the NITI Aayog may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in – yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the -Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the NITI Aayog.

Instruction to bidders for submitting Bids electronically CPP Portal

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPP) (URL: <https://eprocure.gov.in/eprocure/app>), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download

the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.