



सत्यमेव जयते

GOVERNMENT OF INDIA
Capacity Building Commission

REQUEST FOR EMPANELMENT (RFE)
FOR
Event Management Agencies

RFE No. 17-14/2023 - CBC
Date: 1st December 2023



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1. LETTER OF INVITATION

**Capacity Building Commission
22nd floor, Jawahar Vyapar Bhavan,
Tolstoy Marg, New Delhi - 110001**

**No. 17-14/2023-CBC
2023**

Dated: 1st December

Dear Sir/Madam,

Capacity Building Commission (**CBC**) invites proposal to empanel Event Management Agencies for organizing, managing and providing necessary event management and allied services within India, for the organization. The purpose of this RFE is to seek a detailed technical proposal from the event management agency for organizing pre and postevent solutions, hospitality services, travel amongst others for CBC.

The RFE Document contains details of background, submission requirement, brief objective & scope of work and method of evaluation etc. A bidder will be empaneled on the basis of Technical Evaluation criteria and as per the procedures laid down in this tender document. The period of empanelment will be two years.

The RFE Document is also available on the website cbc.gov.in and eprocure.gov.in.

Bidder may upload their responses on CPP portal in prescribed format to the undersigned latest by **4.00 PM of 28th December 2023**

Secretary
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhavan, Tolstoy Marg,
New Delhi-110001

Queries, if any, may be referred in writing to the Secretary, CBC at the above address or Telephone No. 011-23701180 or at e-mail: cbc-dopt@gov.in.

2. RFE Notice

- (i) This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on Capacity Building Commission in any manner whatsoever. Capacity Building Commission reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids.
- (ii) Interested agencies are advised to study the RFE carefully before submitting their proposal in response to this RFE Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of the document with full understanding of its terms, conditions and implications.
- (iii) Any subsequent corrigenda / clarifications would be made available on the website of CBC: cbc.gov.in and to all the concerned parties via e-mail cbc-doapt@gov.in/ eprocure.gov.in.
- (iv) This RFE is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFE, should it become necessary at any stage.

3. Date Sheet

Issue of tender	01-12-2023
Pre bid meeting	06-12-2023 12:00 Noon
Submission of pre bid queries	07-12-2023 4:00 PM
Last date of bid submission	28-12-2023 4:00 PM

Subsequent dates shall be notified separately.

4. Data Sheet

1)	Name of the client/ issuing authority/ buyer:	Capacity Building Commission (CBC).
2)	Pre-Qualification Criteria	As per Section 12
3)	Earnest money deposit (EMD)/ Bid Securing Declaration	The bidder shall furnish along with its bid, a Bid Securing Declaration as per the format specified under Annexure-3 in this document
4)	Name, objectives, and description of the assignment:	As detailed in Terms of Reference (Section 5)

5)	Date/ Time and Link of Virtual Pre-Bid Meeting	06-12-2023 at 12.00 Noon https://capacitybuildingcommission.webex.com/capacitybuildingcommission/j.php?MTID=m3ea1c31c9a8ac41f5d75679d176338ae
6)	Language(s) of the submitted proposals:	English The Contract to be signed with the successful Agency shall be written in the English language, which shall be the language that shall govern the contractual relations between Capacity Building Commission and the successful Agency. Reports that are part of the assignment must be written in English.
7)	Bidder to state cost in the national currency:	Cost to be stated in Indian National Rupees.
8)	Proposal Validity from the last date of Bid Submission	180 Days
9)	Address for requesting clarifications and at which proposals in response to RFE notice are to be submitted	Shri S.P. Roy, Secretary, CBC 22 nd floor, Jawahar Vyapar Bhawan, Janapath, New Delhi – 1. E-mail: cbc-dopt@gov.in
10)	Integrity Pact	The Bidder is required to enter an Integrity Pact with the Client. For this, the Bidder shall submit the signed and stamped Integrity Pact as part of the E-file 1 titled "pre-qualification documents, Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)" as per dates mentioned in the tender document, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure 2 of the tender document.
11)	Proposals submission date:	As per Important dates table at Section 3.
12)	Place of opening of proposals received in response to the RFE notice	22 nd Floor, Capacity Building Commission, Jwahr Vyapar Bhawan, Janpath, New Delhi.
13)	Authentication of bids	The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.
14)	Bid Evaluation and Selection Methodology	Technical Evaluation: As per Section 13 Financial Evaluation: The bid must be in the format as given in Annexure 9.

		<p>Combined Evaluation:</p> <ul style="list-style-type: none"> ▪ Least Cost System ▪ Commercial bid of only technically qualified bidders would be evaluated. <p>The least cost under each category will be considered as L1. All the eligible bidders will then be invited to match the L1 price. The bidders agreeing to match the lowest price shall be offered the empanelment with CBC and empanelled at L1 price for a period up to 2 years.</p>
15)	Bank Guarantee	The Performance Bank Guarantee will need to be submitted by the bidder for an amount equivalent to 5% of total work order/ contract value which shall be valid for a period of 60 days post completion of project.
16)	Terms of Payment	As per Section 14.
17)	Commencement of assignment:	On the date and at the location specified in the LoA/ Work Order/ Contract.
18)	Communication with CBC	Only through email addresses given below, till last date of query submission, at cbc-dopt@gov.in cc to anurag.kumar96@nic.in
19)	Withdrawal of Bid	No bid should be withdrawn after the deadline for submission of RFE and before expiry of RFE validity period. If a bidder withdraws its bid during this period, the bidder may be disqualified from bidding in CBC tenders/ contracts in the future.
20)	Expected Timelines:	Bidders should provide a detailed timeline of events and deliverables including milestones, on issuance of the work order.

5. Project Background & Terms of Reference

5.1 Capacity Building Commission (CBC)

- i. Capacity Building Commission was constituted on 1 April 2021, by the Government of India. Its mandate is to drive standardization and harmonization across the Indian civil services landscape named as **Mission Karmayogi: National Programme for Civil Services Capacity Building (NPCSCB)**. The focus of National Programme for Civil Services Capacity Building (NPCSCB) is on promoting ease of living and ease of doing business, by considerably enhancing the citizen-government interface. This involves creation of both functional and behavioural competencies among the civil servants. The core purpose of the Commission is to build credibility and shape a uniform approach to capacity building on a collaborative and co-sharing basis.
- ii. The purpose of CBC behind this request for Empanelment (RFE) is to seek a detailed technical proposal for providing end to end support for various events conducted by CBC.

6. Scope of Services:

6.1 The Scope of Work under this tender will mainly include activities in and around event planning and management, which will include –

1. Planning and conceptualizing of ideas of event.
2. Identify potential mediums/methods for outreach.
3. Development and management of Website, if required.
4. Detailed analysis of the venue including placement of banners, posters, LED screens, etc.
5. Creation of Social Media posts via various social media platforms.
6. Press release (Launch), media cover in renowned newspapers, magazines, journals etc. if required.
7. Print and digital media outreach
8. Guest coordination & assistance for virtual, physical & hybrid events.
9. Online event platform with live interaction and Q&A features.
10. Arranging Language Translators for program support as per directions
11. Coordinating and liaising with various Agencies/ Ministries/ Departments.
12. Live streaming of content in website, if required.
13. Setting up of physical desk/stalls/pavilions to cater audience, contestants etc.
14. Registration Management – (Online & Onsite).
15. Online & On-site technical support.

16. Virtual event platform management including license to online platforms, backend technical support, breakout rooms.
17. Create, design and maintain physical meeting rooms, VVIP lounge, participants lounge.
18. F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs.
19. Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure.
20. Coordinating and liaising with local administration authorities for statutory approvals and permissions.
21. Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events, if required.
22. Photography & Videography of events, special moments, glimpses etc.
23. Preparation of event analytics.
24. Packaging and shipping of left-over promotional material, if any.
25. Arrangement of award distribution ceremony and guest invite for commencement of events.

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

6.2 List of deliverables Include:

In addition to the services above, below mentioned list of items will be mainly required to be arranged and delivered at the venue and placed at the designated location for the event.

1. Various types of Hoardings.
2. Welcome/ Media/ Car Parking boards
3. Registration Counter with branding
4. Programme/ Food court/ Branding Panel
5. Group photograph with wooden panelling
6. (Wooden) Podium/ Auditorium (with branding)
7. Console Masking
8. Flex Wall
9. Console for teleprompter
10. Digital Vinyl Colour strips
11. Branding wall
12. Backdrops
13. Name plates
14. Pigeon box

15. Wooden panelling
16. Program panels
17. Audio Visual Equipment
 - LED Walls
 - Switcher/ Splitter
 - Plasma
 - Laptop
 - Sound System
 - Table/ Podium/ Cordless Mike
 - Follow spotlight
 - LED Parcon lights
 - Blender/ Profile Lights
 - Controller for LED
 - UPS
 - Plasma Television
18. Designing & Printing of flyers/ pagers/ folders etc.
19. CCTV Camera Installation/ fire extinguishers/ lights/ pagodas with platform
20. Manpower & Equipment
 - Compere
 - Assistant
 - Ushers
 - Collator
 - Computer Operator
 - Printer (colored & B/w)
 - Photocopier
 - Parking labels
 - Photo/ Video camera set up
21. Live streaming of content in website/ social media platform (SMP) etc.
22. Live updates of event on SMP.

7. Period of Engagement

The empanelment shall be for a period of 2 years w.e.f. date of issuance of empanelment letter with the provision for extension for another 12 months on mutual consent between the parties.

8. Award of Work

- CBC may call for technical/ financial or both proposals from empanelled agencies at the time of issuance of work order for any event.
- It will be at the discretion of CBC to adopt the method of selection of the agency, for awarding the contract.
- The payment will be made on actuals and schedule shall be intimated to the empanelled agencies with the issuance of the work order along with other terms and conditions.

9. Instructions to bidders

9.1 Eligibility- Bids can be submitted by any agency with expertise in event management for Government Departments.

9.2 Bid preparation cost- The Bidder shall bear all costs incurred in connection with participation in the RFE process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of bid, in providing any additional information required by the Capacity Building Commission to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Capacity Building Commission will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

9.3 Earnest Money Deposit (Bid Securing Declaration)- The bidder shall furnish along with its bid, a Bid Securing Declaration as mentioned in the data sheet, the same is to be provided as per the format specified under Annexure- 3 in this document. The Bid Securing Declaration shall be valid for a period of forty-five (45) days beyond the validity period of the RFE. As validity period of RFE is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day. The bidder shall extend the validity of the offer and Bid Securing Declaration Form on request by Capacity Building Commission.

9.4 Integrity Pact- The Bidder shall submit the signed and stamped Integrity Pact as part of a cover titled "Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)" as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure 2 of this RFE.

9.5 Pre-Bid Meeting- CBC will hold a pre-bid meeting with the prospective bidders in hybrid mode as per Section 3 of this tender document. The change, if any, may be notified on the website on or before the pre-bid meeting date. The bidders are requested to submit their pre-bid queries and join the meeting accordingly. The queries should necessarily be submitted as per format in Annexure -1, in MS excel format.

9.6 Responses to pre-bid queries- Timely responses will be provided to the queries submitted by the bidders. However, CBC does not undertake to respond to all the queries posed by the bidders.

9.7 Amendment in RFE- At any time prior to the last date for receipt of bids, Capacity Building Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFE. To provide prospective Bidders reasonable time for taking the corrigendum into account, Capacity Building Commission may, at its discretion, extend the last date for the receipt of Proposals.

9.8 Submission of Proposals- RFE process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/epublish/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a bid to be rejected. The Capacity Building Commission will not accept delivery of the Bid by fax/e-mail or any other electronic/non- electronic means other than uploading on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/epublish/app](https://eprocure.gov.in/epublish/app)).

Data Sheet/ any corrigendum may be referred to by the bidders for last date of submission.
A three-bid system will be followed for this RFE. The three bids shall be-

- i. Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration).
- ii. Pre-Qualification documents.
- iii. Technical Bid.

10. Bid format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not submitted in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFE, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Capacity Building Commission. In any event, the Capacity Building Commission shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Capacity Building Commission.

10.1 E-file 1-- Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) & Certification under Rule 144 (xi) of GFR 2017.

Section No.	Section Heading	Details/ Documents Required
Section 1	Integrity Pact	Scanned Copy of the Integrity Pact. Details in Annexure 2
Section 2	EMD (Bid Securing Declaration)	Scanned Copy of the EMD (Bid Security Declaration). Details in Annexure 3
Section 3	Authorization Letter	Scanned copy of Authorization Letter/ Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
Section 4	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per Annexure 11 .

10.2 E-file 2-- Pre-Qualification Bid Format

[Index/ Table of Contents: All the documents must be indexed, and page number of each criterion must be provided in Index in the pdf file submitted by the bidder under this section]

Section No.	Section Heading	Details/ Documents Required
Section 1	Profile of the Bidding Firms	As per format provided in Annexure 4
Section 2	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned with response and reference against each criterion. Citations to be provided in the

		format as in Annexure 5
Section 3	No Deviation Certificate	As per format provided in Annexure 6

10.3 E-file 3-- Technical Bid Format

[Index/ Table of Contents: All the documents must be indexed, and page number of each section must be provided in Index in the pdf file submitted by the bidder under this section, as per Annexure 11]

Section No.	Section Heading	Details/ Documents Required
Section 1	Technical Bid Covering Letter	As per format provided in Annexure 7
Section 3	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Relevant documents as mentioned therein are required to be submitted. Citations need to be provided in the format as in Annexure 5
Section 4	Presentation	Pdf of the ppt file, which shall be presented by the bidder before the Technical Evaluation Committee to be submitted along with other documents mentioned in Annexure 13

10.4 E file 4- Commercial Bid

Section No.	Section Heading	Details/ Documents Required
Section 1	Commercial Bid Covering letter	As per Annexure 8
Section 2	Commercial Proposal	As per Annexure 9

A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Bidder should study the clauses under Payment Terms and Conditions of this RFE while finalizing the commercial bid.

The instructions for submitting proposals:

1. Proposals received by any other mode other than CPP portal shall be treated as invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.

2. The Proposals submitted should be concise and contain only relevant information as required under this RFE document. All the pages should be properly indexed in 1st/ 2nd page of the pdf file submitted.

3. The firms / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. CBC shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

4. The prices in the commercial bid should be inclusive of the taxes, any overhead expenditure, travel costs etc. Any expenses other than that quoted in the commercial proposal shall be solely borne by the bidding agency only.

5. All the four e-files shall be uploaded in the CPP portal on or before the due date and time mentioned in the Data Sheet or as updated by CBC through issuance of Corrigendum/ Addendum. No request for additional time for submission of the bid shall be entertained.

11. Selection Process for Bidder for empanelment

11.1 Opening of Bids

The Bids will be opened in following manner :

a) Stage 1 Opening:

E-file 1: Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) and Certificate under Rule 144 (xi) of GFR 2017.

E-file 2: Pre-Qualification documents

b) Stage 2 Opening: E-file 3 (Technical bid/ proposal)

All the bidders whose Stage 1 documents would be found in order, shall be technically evaluated as per the criteria mentioned in Section 13. The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority.

c) Stage 2 Opening: E-file 4 (Commercial bid)

All the bidders who will qualify the technical evaluation as stated in Section 13, shall be eligible for financial evaluation of their commercial proposal.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage. The Proposals will be opened by the Capacity Building Commission in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidding firms for attending the opening of the bid.

11.2 Clarification of Bids

During the bid evaluation, Capacity Building Commission may, at its discretion, ask the Bidder for a clarification of its bid or any of the documents submitted or left out by the bidder. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Capacity Building Commission may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals.

11.3 Evaluation Process

Capacity Building Commission shall evaluate the responses against this RFE and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence wherever asked, shall lead to rejection. From the time the Proposals are opened and up to the time the contract is awarded, the bidders shall not contact CBC on any matter related to its Technical Proposal. The decision of the Committee members on behalf of the Capacity Building Commission in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation. During the Bid Evaluation, Capacity Building Commission reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFE. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFE, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Technical proposals which are unsigned, and incomplete shall not be evaluated.

The steps for evaluation are as follows:

11.3.1 Stage 1: Pre-Qualification

11.3.1.1 Capacity Building Commission shall open E-file 1 of all the bidders.

11.3.1.2 If the contents of the E-file 1 are as per requirements and the EMD (Bid Securing Declaration), Integrity Pact and Certificate under Rule 144 (xi) of GFR 2017 are received in the prescribed format by the Capacity Building Commission as per the terms of this RFE, the Capacity Building Commission shall open "E-file 2". Each of the Pre-Qualification conditions mentioned in Section 8 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.

11.3.1.3 Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFE. **A checklist must be created with proper page-wise indexing of all supporting documents.**

11.3.1.4 Results of the Pre-Qualification Bid opening will be intimated to bidders.

11.3.2 Stage 2: Technical Evaluation

11.3.2.1 E-file 3 marked as “Technical bid” will be opened only for Bidders who succeed in Stage 1.

11.3.2.2 The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in this RFE and technical evaluation framework as mentioned in Section 13.

11.3.2.3 Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. A minimum of 70 marks must be secured by the bidder to qualify. Only the bidders who get an aggregate technical score of 70 marks or more will qualify to be empaneled by CBC. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

11.3.2.4 The proposal shall be deemed rejected if the bidder does not fulfil the eligibility criteria, or the validity period of the proposal is less than 180 days.

11.3.3 Stage 3: Empanelment of successful bidder

11.3.3.1 On qualifying the technical evaluation round and securing a minimum of 70 marks given by the technical evaluation committee, bidder’s financial proposal (E file 4) shall be eligible to be evaluated.

11.3.3.2 Only 1 proposal will be accepted from one firm. The same has to be uploaded in the CPP portal in the financial section only.

11.3.3.3 Any bidder whose financial bid is found to be attached to the Stage 1 – 3 documents, shall be deemed to be rejected from this empanelment.

11.3.3.4 On evaluation of the commercial bids submitted by all the technically qualified bidders, CBC may ask all the qualified bidders to match the L1 rates. Those bidders who successfully match the L1 rates shall be empaneled by CBC subject to approval of the competent authority.

11.3.3.5 Bidders agreeing to match the L1 rates shall be offered the empanelment by issue of Letter of Empanelment (LOE) and the same may be notified on CBC website.

11.3.3.6 If the selected bidder does not sign the LOE within the stipulated period or does not submit the Performance Guarantee within due time of acceptance of work order/ signing of contract between the selected bidder & CBC, the LOE may be cancelled, and bidder will not be considered for award of work.

11.3.3.7 CBC reserves the right to terminate the empanelment for reasons of non - performance.

11.3.4 Stage 4: Post Empanelment Process

11.3.4.1 The empanelled bidder/s may be required to sign a non-disclosure agreement (NDA) with the CBC.

11.3.4.2 On signing of the NDA, empanelled bidder/s for each tier shall be given work based on the requirement by CBC that may arise from time to time. The CBC also, may, allocate/ award suitable work, after following due process, to any of the empanelled bidders.

11.3.4.3 The empanelment shall initially be for a period of two (2) years. Subject to performance and on mutually agreed terms the empanelment may be extended for a period of 12 months.

11.3.4.4 The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ Work Order.

11.3.4.5 The payment terms, deliverables/ milestones and penalties for delays in completion of the work assigned shall be finalized while awarding the work order/ contract by the CBC.

11.3.4.6 The bidder, where requested, shall explain the deliverables to CBC and provide clarification to their queries. Further it shall also be guided and deliver as per the requirements of the CBC. Any gap that is found in the deliverable with respect to above, even after the sign-off, will have to be addressed by the bidder without any additional cost to the CBC.

11.3.4.7 No additional Out-of-Pocket expenses shall be payable by CBC unless pre-approved in writing by CBC.

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

12. Pre-Qualification Criteria

Sl.	Parameter	Documentary evidence required
1	The bidding agency should be Delhi based and should apply as a single bidder and not as a consortium.	Self-Undertaking
2	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India. The Agency must have been in operation for a minimum of 5 years as on 1st December 2023.	(Copy of Certificate of Incorporation/ Registration)
3	A minimum average turnover of 25 Lakhs in the last three financial years ending 31 st March 2023.	Certificate from CA/ Annual Financial Return
4	The Agency must have successfully conducted at least 10 events starting 1 st January 2022 till last date of bid submission with Government of India, in Delhi NCR.	(Completion Certificate/ Work Order/ Purchase Order)
5	Non-Blacklisting & Not Under Liquidation Certificate	Self-Declaration by Authorized Signatory.

13. Technical Evaluation Criterion

#	Parameters	Maximum Score	Document Required
1.	The Agency must have successfully completed at least 5 events in last 3 years each having a minimum value of ₹10 Lakhs - 10 to 20 Lakhs: 10 marks - 20 to 30 Lakhs: 15 marks - 30 Lakhs & above: 20 marks	20	Work Order/ Contract
2.	Average Annual Turnover (in lakhs) of last three Financial Years ending 31.03.2023. - 25 to 35: 10 marks - 35 to 50: 15 marks - More than 50: 20 marks	20	Certificate from CA/ Annual Financial Return
3.	Experience of conducting events for Central/ State Government in last 2 years starting January 2022 - 11-15 events : 5 marks - 16-20 events : 10 marks	10	Work Orders/ Contract
4.	Experience of conducting events in Vigyan Bhawan, New Delhi in last 2 years starting January 2022 - 3-5 events: 5 marks - 6 & above events: 10 marks	10	Work Orders/ Contract
5.	- 4 Case Studies (4x5=20 marks) - Presentation 20 marks	40	Presentation (ppt/pdf)

Note: Minimum Technical Score needed for qualification: 70 marks out of 100.

14. Payment terms

1. Bidder has to quote all-inclusive price including GST while making financial offer in bid. However, GST shall be reimbursed at actuals as per prevailing GST rates.
2. The details of deliverables/ payment terms shall be provided at the time of issuance of the work order.
3. For facilitating the electronic transfer of 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.
4. Currency: The price is payable in local currency i.e., Indian Rupees.
5. There may be a change in priorities from time to time. The Empanelled Agency will be expected to work in an agile manner to mould itself rapidly and change course if the context and the priorities happen to change. Any modification of the terms and conditions, including any modification of the scope of the Services, may only be made by mutual agreement between the Parties. If any additional Scope of Work is required to be added in t, the same would be done by mutual agreement and on pro-rata basis depending on additional time and resources required.
6. Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. Only delays attributed to agency will attract LD. The decision of CBC would be final in this matter in establishing attributability.
7. Expenses, if any, incurred by the vendor on transportation of goods out of NCR Delhi may be reimbursed at actuals, on prior approval from CBC.

15. Bid Evaluation Methodology:

Evaluation of Bids shall be done under combined quality-cum-cost based system (QCBS). Under this system, the Technical Bid evaluation, i.e., Part-I, shall be allotted weightage of "70%" while the Price Bid evaluation shall be allotted the weightage of 30%. The bidder scoring the highest combined score will be declared H-1. The detailed methodology is described below-

The evaluation committee ("Evaluation Committee") appointed by Capacity Building Commission will carry out the technical evaluation of proposals based on the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score.

The minimum criteria for technical qualification would be as follows

- Minimum qualifying technical marks to be obtained is 70 marks out of 100 marks as detailed above (pre-normalized)
- Financial bid shall be opened for Technically qualified bidders who score 70 marks and above (pre-normalized).

16. Financial Bid

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted price by Bidders.

17. Manpower/resources related terms & conditions

- a. The manpower provided by the agency shall work as per work schedule.
- b. Neither the agency nor its personnel /workmen can be treated as employees of CBC for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC. The agency or its workmen shall not at any point of time have any claim whatsoever against CBC.

18. Capacity Building Commissions' Right to terminate the Process

The Capacity Building Commission may terminate the RFE process at any time and without assigning any reason. The Capacity Building Commission makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Capacity Building Commission will not be liable in any way to any person in case of termination of this Bid process except that if the EMD (Bid Securing Declaration) has been received from the Bidder prior to such termination, the EMD (Bid Securing Declaration) will be returned as promptly as possible to the respective Bidders.

19. Acceptance of Terms & Conditions

By responding to this RFE, bidders submit and confirm their acceptance to the Terms and Conditions of this RFE.

20. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFE:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of

RFE.

- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Information submitted in technical bid is found to be mis-represented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same folder as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one bidder submits multiple bids unless additional bids are withdrawn upon notice immediately.
- Failure of the successful bidder to agree with the Terms & Conditions of the RFE.

21. Deviations

The bidder shall not provide for any deviations in the bid. If Capacity Building Commission is of the opinion that the bid contains any deviation, then Capacity Building Commission reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

22. Offer of Letter of Empanelment (LoE)

The LoE shall be awarded to the successful Bidder determined on the basis of Combined Technical and Financial Score as laid down in section 8.3. The award shall be by way of issuance of Letter of Award (LoE) by CBC and the bidder shall immediately act upon such acceptance letter.

After signing of the LoE, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

23. Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Capacity Building Commission an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in Annexure 10, payable on demand, for the due performance and fulfilment of the contract/ work order by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 5% of total Work

Order value as further detailed in the RFE. Except as otherwise provided in the RFE, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFE, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFE and six months thereafter.

For the successful bidder the Performance Bank Guarantee shall be retained by Capacity Building Commission until the completion of the assignment by the Agency and be released 180 (one hundred and eighty) days after the completion of the assignment.

24. Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017.

The bid should be accompanied by a certificate for compliance with Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per certificate provided in Annexure 11.

25. Terms of Business

Capacity Building Commission will award the contract to the successful bidder for implementation. The award of the contract will be done to the highest scorer of the evaluation done as mentioned above. The successful bidder has to sign a contract for implementation of the project and has to commence the project within 15 working days from the date of issue of the order.

25.1 Responsibilities

Capacity Building Commission will engage the agency with effect from their acceptance of LoE to provide with the services described in the LoE/ work order, together with such other services as may be reasonably requested from Agency from time to time. Agency agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

25.2 Fees and expenses

Capacity Building Commission will pay the Agency in respect of their professional fees and expenses as per the scope of work agreed with the Agency in the applicable LoE/ work order. Unless otherwise agreed between us, Agency will invoice based on the billing milestones defined in the Payment Schedule. Each invoice the Agency submits will include a description of the work the Agency would have performed during the period to which it relates.

25.3 Termination

Capacity Building Commission may terminate the LoE immediately upon written notice to Agency if:

- i. Agency is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement.

- ii. Agency performs the services in a manner which is unsatisfactory to Capacity Building Commission. Agency become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against Agency that Agency be wound up or cease to carry on all or substantially all of their business.
- iii. Capacity Building Commission reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- iv. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

25.4 Intellectual Property Rights

Capacity Building Commission will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that Agency or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the HR Audit framework. Agency shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Agency hereby waives all moral rights in all jurisdictions.

Agency acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to Capacity Building Commission or other third parties. Agency agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Capacity Building Commission (or their Capacity Building Commission and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Agency shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

25.5 Confidentiality

In the course of providing the Services Agency will be privy to information of a

confidential nature relating to Capacity Building Commission and Agency may learn confidential information Capacity Building Commission's business, systems of work and other confidential information. Agency agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that Agency will not disclose such information to any third party except to the extent required by law and that Agency will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if Agency were a party to the contract in Capacity Building Commissions place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to Agency by a third party who is not subject to any restriction on disclosure.

25.6 Data Protection

To the extent Agency collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, Agency shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules").

Without prejudice to the generality of the preceding clause, Agency represents that Agency shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Agency shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Agency shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

25.7 Governing Law and Jurisdiction

This RFE shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts.

25.8 Deliverables

All deliverables and source files will be shared with Capacity Building Commission after the modules have been signed-off. The Intellectual Property Rights for all the work products will rest with Capacity Building Commission.

25.9 Limitation of liability

- a. Except conditions enumerate in Indemnity Clause, the damage caused by the empaneled agency to CBC under any work order issued pursuant to this empanelment, the empaneled agency shall be liable to end user / CBC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empaneled agency shall not exceed the total contract value of the work entrusted to them.
- b. Empaneled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and CBC stands insulated against aggrieved third-party complaints against any civil or criminal actions of the empaneled agency or its employees.
- c. Limitation of liability: In no event will empaneled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."

25.10 Indemnity

- a. The selected agency shall indemnify and defend CBC against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:
 - (i) the selected agency's compliance with CBC specific technical designs, specifications, or instructions where the selected agency has notified CBC in writing (with proper reasons) prior to implementation of such specific technical designs, specifications, or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims.
 - (ii) inclusion in a Deliverable of any content or other materials provided by CBC and the infringement relates to or arises solely from such CBC materials or provided material;
 - (iii) (modification of a Deliverable after delivery by the selected agency to CBC if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification;
 - (iv) operation or use of some or all of the Deliverable in combination with materials

not provided by the selected agency and the claim arises solely due to such reason;
or

(v) use of the Deliverable for any purposes for which the CBC have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected agency; or

(vi) use of a superseded release of some or all of the Deliverables or CBC failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels.

b. CBC stand indemnified from any employment claims that the hired manpower /Resources / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.

25.11 Conflict of Interest

All bidders should provide professional, objective, and impartial advice and at all times hold CBC's interest's paramount and strictly avoid conflicts with other assignments or their own corporate interests.

25.12 Conflicting Relationship

The bidder (including its personnel) that has a business or family relationship with a member of CBC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the empanelment, may not be awarded an empanelment, unless the conflict stemming from this relationship has been resolved in a manner acceptable to CBC throughout the selection process and execution of the empanelment. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CBC, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its empanelment.

25.13 Labour laws

- a. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.
 - b. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. CBC shall not be held responsible for any breach of the license terms and conditions by the vendor.
 - c. The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
 - d. The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
 - e. The vendor shall also ensure compliance to the following labour legislations:
 - (i) Minimum Wages Act *
 - (ii) Employees Provident Fund Act *
 - (iii) Employees State Insurance Act *
 - (iv) Workmen's Compensation Act, if the ESI Act does not apply *
 - (v) such any other law(s)/act(s) as applicable, time to time.
- *Applicable as per respective state
- f. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of CBC.
 - g. The vendor shall indemnify CBC against any liability incurred by CBC on account of any default by the vendor or manpower deployed by it.
 - h. Neither the vendor nor his workmen can be treated as employees of CBC for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC. The vendor or its workmen shall not at any point of time have any claim whatsoever against CBC.
 - i. If the CBC so recommends, a deployed resource must be replaced by the vendor within a period of 5 working days.
 - j. Medical benefits should be provided by the agency to the manpower deployed.

25.14 Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

26. Annexures

26.1 Annexure 1- Pre-bid Queries format:

Bidder shall submit all pre-bid queries in MS excel in the following format.

#	Section Name & No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

26.2 Annexure -2 Integrity Pact

(To be submitted on plain A4 size paper)

This Integrity Pact is entered by and between

Capacity Building Commission, having its office located at Jawahar Vyapar Bhavan, 22nd floor (herein after referred to as the "CBC", which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at

<***> (hereinafter referred to as "Bidder" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The CBC intends to award, under laid down organizational procedures, contract for Event Management for events organized by CBC_<Bidder's Name>" through tender process and has issued RFE bearing number The CBC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Agency(s).

In order to achieve these goals, the CBC wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the CBC

- 1) The CBC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the CBC, personally or through family members, will in connection with the RFE for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The CBC will during this tender process treat all Bidder(s) with equity and reason. The CBC will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s)

confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.

- c) The CBC will exclude from the process all known prejudiced persons.
- 2) If the CBC obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the CBC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the CBC's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the CBC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees /

Directors /management representatives of the Bidder who have family relationships with the employees or officers of the CBC.

- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the CBC. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the CBC or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the CBC is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the CBC has disqualified the Bidder from this tender process prior to the award according to Section 3, the CBC is entitled to disqualify the bidder from bidding for any contract with Capacity Building Commission for a period of one year from the date of notification.
- b) If the CBC has terminated the Agreement according to Section 3, or if the CBC is entitled to terminate the Agreement according to Section 3, the CBC shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-

corruption approach that could justify Bidder's exclusion from this tender process.

- b) If the Bidder makes incorrect statement on this subject or hides any material information, the CBC is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subconsultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the CBC before signing of the Agreement with the CBC.
- b) The CBC will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the CBC, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The CBC will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Subconsultant(s)

If the CBC obtains knowledge of conduct of the Bidder or its Subconsultant, or of an employee or a representative or an associate of the Bidder or Subconsultant which constitutes corruption, or if the CBC has substantive suspicion in this regard, the CBC will inform the same to the Vigilance Officer in the Capacity Building Commission.

Section 8: Independent External Monitor/Monitors

- a) The CBC may appoint an Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the.....
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the CBC including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants of

the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Subconsultant(s) of Vendor with confidentiality.

- d) The CBC will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the CBC and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the CBC and request the CBC to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the CBC within 8 to 10 weeks from the date of reference or intimation to him by the CBC and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the CBC, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the CBC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CBC.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the CBC first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the CBC
(Official Seal)

Place: _____

Date: _____

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Date

26.3 Annexure 3 Bid Securing Declaration

<Original signed copy on company letter head>

Bid Securing Declaration

Date: _____

Tender No. _____

To
Secretary,
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Submission of the bid for RFE for Event Management <Bidder's Name>"

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ Corporate Seal (where appropriate)

26.4 Annexure 4 - Bidder's General Information

Bidders are requested to furnish the following information and enclose along with quotation.

S.No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name & Designation of Authorized person	
5.	Contact Name	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Turnover of last 3 financial years	
10.	Email Address	
11.	Brief Description of the Organization	

Authorized Signature

Name

Designation

Stamp

26.5 Annexure 5 - Citations– Work Experience

(Submit separate sheets for experience quoted in prequalification and technical criteria)

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details of Client (Contact Name, Address, TelephoneNumber)	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence	

Authorized Signature

Name

Designation

Stamp

26.6 Annexure 6- No Deviation Certificate

<Original signed copy on company letter head>

To,
The Secretary
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Dear Sir,

This is to certify that our offer is exactly in line with your limited tender enquiry/ RFE (including amendments) no. dated _____. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

(Authorized Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date:

26.7 Annexure -7 Technical Bid Covering Letter

<Original signed copy on company letter head>

The Secretary
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Submission of the bid for Event Management <Bidder's Name> "

Dear Sir,

We, the undersigned, offer to provide the services for RFE for Event Management dated <insert date>. We are hereby submitting our Technical Bid along with Commercial Bid (without prices) for your perusal.

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

We agree to abide by all the terms and conditions of this RFE document. We would hold the terms of our bid valid for the number of days as stipulated in the RFE document. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

(Authorized Signatory)

Name:

Designation:

Address:

26.8 Annexure 8 – Covering Letter for Commercial Bid

<Original signed copy on company letter head>

To:

The Secretary
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Commercial Bid for <Name of the RFE>

Dear Sir/Ma'am,

We, the undersigned, offer to provide services for Event Management to Capacity Building Commission with reference to your RFE dated <insert date>. Our attached Commercial Bid has been prepared as per requirements specified in the RFE. The price(s) quoted are inclusive of all the taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFE documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the last date of submission of the Bids.
- We here by confirm that our prices are inclusive of all taxes. However, all the taxes are quoted separately also under relevant sections.
- We understand that the actual payment would be made as per the prevailing rates at the time of payment.
- Rates have been quoted in the relevant forms as specified in the RFE and is for entire scope of work.

2. QUALIFYING DATA

We confirm having submitted the information as specified in section "Instructions to Bidders". In case you enquire any other further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

3. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFE document.

We understand you are not bound to accept any Bid you receive.

We here by declare that our bid is made in good faith, without collusion or fraud and the



information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorized Signatory)

Name:

Designation:

Address:

Date:

26.9 Annexure 9 – Commercial Bid Format Proposal

(to be submitted on company's letterhead)

Name of the work: **Event Management**

The Per Unit Rate (INR) column should be filled by the Agency as per the Proforma attached, else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected. Quotes submitted towards providing complete solutions to Capacity Building Commission should be in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 6 and clause 7.

(In Indian Rupees)

Media	Remarks (unit)	Per Unit Rate (excl GST)	Per Unit Rate (incl GST)
i. Hoardings	Per square foot of area		
ii. Parking boards	Per square foot of area		
iii. Registration Counter with branding	Per counter		
Branding Panel	Per square foot of area		
iv. Photograph frames	Per frame of standard dimensions		
v. Branding of Podium/ Auditorium	Per square foot of area		
vi. Console Masking			
vii. Flex Wall	Per square foot of area		
viii. Console for teleprompter	Per unit		
ix. Digital Vinyl Color Strips			
x. Branding Wall	Per square foot of area		
xi. Backdrops	Per square foot of area		
xii. Name Plates (Metal)	Per unit		
xiii. Name Plates (Wooden)	Per unit		
xiv. Name Plates (Plastic)	Per unit		
xv. Pigeon Box			
xvi. Wooden Paneling	Per square foot of area		
xvii. Program Panels	Per square foot of area		
xviii. LED Walls	Per inch		
xix. Switcher	Per unit		
xx. Splitter	Per unit		
xxi. Plasma (Type 1)	Per unit		
xxii. Plasma (Type 2)	Per unit		

xxiii.	Plasma (Type 3)	Per unit		
xxiv.	Laptop	Per unit		
xxv.	Sound System	Per unit		
xxvi.	Cordless Mike	Per unit		
xxvii.	Corded Mike	Per unit		
xxviii.	Follow Spot Light	Per unit		
xxix.	LED Parcon Light	Per unit		
xxx.	Blender/ profile Lights	Per unit		
xxxi.	Controller for LED	Complete Medium sized set up		
xxxii.	UPS	Per unit		
xxxiii.	Plasma Television (36 inch)	Per unit		
xxxiv.	Plasma Television (52 inch)	Per unit		
xxxv.	Plasma Television (65 inch)	Per unit		
xxxvi.	Designing of flyer	Per unit		
xxxvii.	Designing of pager	Per unit		
xxxviii.	Designing of folder	Per unit		
xxxix.	Printing of flyer	Per unit		
xl.	Printing of pager	Per unit		
xli.	Printing of folder	Per unit		
xlii.	CCTV	Per unit		
xliii.	Fire Extinguisher	Per unit		
xliv.	Pagodas with platform	Cost		
xlv.	Compere	Per person per hour		
xlvi.	Assistant	Per person per hour		
xlvii.	Usher	Per person per hour		
xlviii.	Collator	Per person per hour		
xlix.	Computer Operator	Per person per hour		
i.	Colored Printer	Per unit		
ii.	B/ W Printer	Per unit		
iii.	Photocopier	Per unit		
iiii.	Parking Labels	Per 50 stickers		
liv.	Photography	Per person per day		
lv.	Videography	Per person per day		
lvi.	Live streaming of content on SMP(s).	Per hour		
lvii.	Live update of even on SMP(s).	Per 100 updates		
lviii.	Podium	Per unit		

lix.	Table	Per unit		
lx.	Chair with cover	Per unit		
lxi.	VIP chair	Per unit		
lxii.	Round Table with Cover	Per unit		

Note:

1. In case there is a requirement of any other item/ resource or specialized skill set not mentioned in the table above, the same may be determined by inviting quotes or BoC rates, whichever would be less.
2. The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
3. Prices quoted by the Bidder shall remain firm during the entire empanelment period and shall not be subject to variation on any account except change in applicable tax rates. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
4. Expenses, if any, incurred by the vendor on transportation of goods out of NCR Delhi may be reimbursed at actuals, on prior approval from CBC.
5. Bidder must submit their financial bid for the total scope of work.
6. The prices stated per resource will remain fixed for the entire project duration.

Name:

Designation:

Stamp:

Address:

Date:

26.10 Annexure 10: 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 M/s ----- (hereinafter referred as the 'CBC', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' 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] Contract by issue of CBC's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the CBC 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 CBC immediately on demand and or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at anytime up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the CBC on the Bank shall be conclusive and binding notwithstanding any difference between the CBC and the Consultant 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 CBC discharges this guarantee.

The CBC 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 Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The CBC 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 CBC 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 Contract between the CBC and the Consultant any other course or remedy or security available to the CBC. The Bank shall not be relieved of its obligations under

these presents by any exercise by the CBC 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 CBC or any other indulgence shown by the CBC 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 CBC 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 Consultant and notwithstanding any security or other guarantee that the CBC may have in relation to the Consultant'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 Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /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 consultant] 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 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 CBC.

26.11 Annexure 11: Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

<Original signed copy on company letter head>

To:

The Secretary
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Dear Sir,

Ref: Your REP No. dated

Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFE and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to Agencies from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

*We, the Bidder are from such a country and has been registered with the Competent Authority

i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a Agency from such countries, unless such Agency is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFE and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

" Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant'

'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of*

their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorized Signatory M/s.....(Signature and Name Seal of the Bidder)

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*