

**Scope of Work  
for  
Selection of an agency for cultural event  
for  
Global Conference on Cyber Space  
(GCCS) 2017 Event To be held on  
23<sup>rd</sup>Nov. 2017**

Ref no:- N-22012/49/2017-NeGD-MeitY

## 1 About Global Conference on Cyberspace (GCCS)

The Global Conference on Cyberspace is being held regularly since 2011 where governments, private sector and civil society gather in order to promote cooperation in cyberspace, to enhance cyber capacity building, and to discuss norms for responsible behaviour in cyberspace.

Till date, 4 editions of GCCS have been conducted as below:

- a) GCCS 2011, London
- b) GCCS 2012, Budapest
- c) GCCS 2013, Seoul
- d) GCCS 2015, Hague

India is hosting the fifth GCCS 2017 on **23<sup>rd</sup>-24<sup>th</sup> November, 2017** in **New Delhi**. The expected participation for the event is around 100+ countries with 2000+ delegates. It is planned to be a 2 day event with the Hon'ble Prime Minister expected to inaugurate the event. In addition, 2-3 days of pre-event activities before the main event is also planned.

**“Cyber4All: A Safe, Secure and Inclusive Cyber Space for Sustainable Development”** is the main theme of the event.

- 2 The National e-Governance Division (NeGD), Ministry of Electronics and IT, Government of India is organizing the Global Conference on Cyber Space (GCCS 2017) in Aerocity, New Delhi on 23-24 November, 2017. GCCS is a prestigious global event where political leaders, policy makers, think tanks, academia and industry experts will gather to deliberate on the potential and challenges regarding using the Cyber Space for achieving national goals. GCCS will be preceded by Curtain Raiser events on 20-21, November 2017 at Aerocity, New Delhi and a post conference event will take place on 25 November, 2017.

## 3 Proposal

NeGD invites proposals to select an agency to provide end to end organisation of a cultural programme for the GCCS 2017 main event. The cultural event must be a variety entertainment programme for about **50 to 60 minutes approximately depicting Indian culture and / or its fusion with the west, on 23<sup>rd</sup> November 2017 at 1900 hours. The programme will be** for a distinguished gathering of 1000-2000 delegates from over 100 countries. Tentatively the date is fixed for 23<sup>rd</sup> November 2017. However, final date will be notified in the work order.

## 4 Critical Timelines

<b>Bid Release date</b>	05.10.2017
<b>Pre – Bid meeting (R. no. 4009, Electronics Niketan, CGO Complex, Lodi Road, New Delhi</b>	12.10.2017 at 10 A.M.

<b>Last date of submission of queries, if any</b>	15.10.2017 by 5 P.M.
<b>Reply to queries and final modification of RFP</b>	18.10.2017
<b>Bid Submission &amp; Technical Bid Opening Date</b>	23.10.2017 by 15:00 Hrs
<b>Presentation to Committee</b>	24.10.2017 (9:30 AM onwards)
<b>Financial Bid Opening Date</b>	25.10.2017 at 1400 hours
<b>Award of Work</b>	27.10.2017

- **Dates are tentative and subject to change.**

## **5 Technical Eligibility Criteria for the Agencies**

- All the agencies organizing or doing cultural events are eligible to participate in this selection process provided the bidder or any of the consortium partner have successfully executed at least 3 cultural events each in the last two years (at least one international and two national level) with global attendees in India/abroad and with total audience of more than 1000 (approx.).
- Agencies are allowed to form 'Consortium' as bidder with leading agencies operating in the market in areas of cultural events, global events & similar activities. In such scenario, all contractual obligations of the tender (SoW) are to be fulfilled by the lead bidder and payment shall also be released to the bidder. However, NeGD may evaluate the strength of consortium partners during the process of technical evaluation.

## **6 Submission of Bids**

The Lead Bidder will be required to submit the Technical (Envelope-1) and Financial bid (Envelope-2), each in two separate sealed envelopes; and the sealed envelopes to be submitted as part of one single sealed envelope addressed to :-

Director (Finance),  
National eGovernance Division (NeGD),  
Ministry of Electronics and Information Technology,  
Electronics Niketan, Lodhi Road, New Delhi.

**The Lead Bidder will submit bid security (EMD) for one lakh rupees in the form of a demand draft / bank guarantee / fixed deposit receipt (FDR) in favour of NEGD – Media Lab Asia with the Technical bid, failing which, the bid will be treated as non-responsive and rejected.**

## **7 Evaluation of Proposals**

### **7.1 Technical Evaluation Criteria**

- The Bidder will submit with the Technical Proposal, a profile of the company, to include details of registration, pan number, GSTN registration number, and other details as deemed fit.

- ii. The Evaluation Committee will evaluate the Technical Proposal, by applying the evaluation criteria as detailed below. Each responsive Proposal shall be given a technical score.
- iii. Eligible bidders shall make a detailed presentation to the Techno-Commercial Evaluation Committee (duration of presentation is 30 minutes) for evaluation purposes. This presentation shall be made by eligible Bidders only in NEGD, Electronics Niketan, CGO Complex, New Delhi.
- iv. The Technical Proposals of the qualified Bidders shall be analyzed and evaluated and the Technical Proposal Marks (TPM) shall be assigned to the proposal of each Bidder.
- v. The lead bidder should have positive net worth of minimum Two crore rupees. A copy of audited accounts for the financial year 2015-16 and 16-17 should be furnished for proof. In case the audit for the year 2016 – 17 is not available, a certificate from the Chartered accountant may be furnished regarding net worth.
- vi. Details of evaluation parameters are as shown below:

<b>Bid Component</b>		<b>Technical</b>	<b>Proposal</b>
(i)	Turnover from cultural events	<b>15</b>	
(ii)	Number of national events conducted: <ul style="list-style-type: none"> <li>• Marks on percentile basis with the bidder with highest number of events.</li> </ul>	<b>15</b>	
(iii)	Number of international events conducted: <ul style="list-style-type: none"> <li>• Marks on percentile basis with the bidder with highest number of events</li> </ul>	<b>20</b>	

<b>Bid Component</b>		<b>Technical</b>	<b>Proposal</b>
(iv)	Video presentation of 5 past cultural events.	<b>25</b>	
(v)	Event Proposals (Approach Methodology) Detailed presentation on the proposed Cultural event organization plan concept and flow of activities for the GCCS (maximum presentation duration of 30 minute to include samples of previous events)	<b>25</b>	
<b>TOTAL</b>		<b>100</b>	

- a. The Bidder shall not change/alter the quality/content of the programmes under any circumstances, once the same has been finally approved by NeGD after the final selection of the Bidder.
- b. The Bidder should provide the best possible plan with the best possible quality at reasonable cost and due weightage shall be accorded to this aspect.
- c. The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and scores specified above. Each Technical Proposal shall receive a technical score as Technical Proposal Marks (TPM) = 100 x Aggregate technical marks of Proposal under consideration/ Highest marks in Technical bid. The Proposal shall not be accepted if it does not achieve the minimum technical marks of 65 (sixty five) out of maximum of 100 (one hundred) marks.

## **8 Payment Terms & conditions:**

- i. The selected agency will be required to submit a Performance Bank Guarantee/ Performance Security equivalent to 5% of the overall work order value upon acceptance of LOI/Work Order.
- ii. An advance payment upto 30% (thirty percent) of the total work order value may be released to the agency after submission of specific advance Bank Guarantee of 33% (thirty three percent) amount on request from agency.
- iii. Final payment will be made upon satisfactory completion of work and submission of bills.
- iv. In case there happens to be a delay in completion of the job as per scheduled time given, NeGD reserves the right to get the same completed from any other agency at the risk and cost of the contractor, in the manner as deemed fit.

## **1. Terms & Conditions**

- i. The prices quoted by the bidder will be valid till 31December 2017.

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- ii. NeGD reserves the right at its absolute discretion:
    - (a) by written notice to prospective bidder (who have been issued this RFP) to do any of the following things:
      - To discontinue or suspend the RFP process
      - To extend the closing date and time of the RFP
      - To amend this RFP;
    - (b) To negotiate with any Prospective bidder submitting a Quotation;
    - (c) To determine the number of organisations with whom it will contract
  - iii. Bids/quotations received without EMD will be rejected and their Technical and Financial Bids will be returned un-opened.
  - iv. The rates quoted for the tender shall include transportation charges, packing and unpacking, loading and delivery of the material at the eventsite dismantling and removal of all material from the site or any incidental charges etc.
  - v. The responsibility of safety and security of the material of the contractor/bidder at the eventsite will rest entirely on them. Ministry /NeGD will not be responsible for any loss or damage to the items.
  - vi. Late quotations will not be considered unless NeGD is of the view (and its decision will be absolute and final) that circumstances beyond the prospective bidder's control were the cause of the delay.
  - vii. NeGD reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
  - viii. Quality supervision and monitoring of work shall be done by officials of MeitY/NeGD and / or any other agency appointed in this regard by NeGD.

ix. Termination

The work order shall be considered for termination for following reasons:-

In case of non-performance of work

- (a) Due to Force Majeure
- (b) Due to non-performance

**a) In case of Termination due to Force Majeure**

Force Majeure shall mean occurrence in India of any act of God, such as rain, fire, flood, earthquake or other natural calamity causing the cancellation of the event. In such a case, the Agency shall be paid only for the time actually spent planning the event. In case of any material and equipment cost, the same shall be paid on actual basis.

**b) In case of Termination by NeGD/MeitY**

Time is the essence of this event and in case of delay of any activity of this event, NeGD/MeitY reserves to terminate the work order and forfeit PBG submitted by the selected agency and recover other reputational losses from the agency and in such case no payment shall be made to the agency.

If the NeGD/MeitY terminates this agreement 5 days before the event for reasons other than Force Majeure or reasons mentioned above, the NeGD/MeitY shall refund the Performance Security to the Agency and the NeGD/MeitY may reimburse the Agency for reasonable expenses.

x. **Non-Conforming Bid**

Any bid may be construed as a non-conforming bid and ineligible for consideration, if it does not comply with the requirements of this RFP. In addition, bids that appear to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the

task may also be disqualified.

**xi. Amendment of Bidding Documents**

At any time till 3 days before the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, NeGD may modify the bidding document by amendment. All prospective Bidders who have received the Bidding Document shall be notified of the amendment by uploading on the websites [www.digitalindia.gov.in](http://www.digitalindia.gov.in) and <http://meity.gov.in/tenders> or will be notified in writing by e-mail and / or post, and all such amendments shall be binding on them. The bidders are requested to visit the said website on regular basis for checking necessary updates, if required. NeGD reserves the right to extend the deadline for the submission of bids without assigning any reason.

**xii. Disqualification**

The bid is liable to be disqualified in the following cases:

- a) Bid not submitted in accordance with this document
- b) The bidder qualifies the bid with his own conditions
- c) Bid is received in incomplete form
- d) Bid is received after due date and time
- e) Bid is not accompanied by all requisite documents

**xiii. Forfeiture of Bid Security**

The Bid Security can be forfeited, if a Bidder:

- a. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- b. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of NeGD regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- c. Violates any such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of NeGD. The decision of the P&CEO, NeGD regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- d. In case of the successful Bidder, if the Bidder fails
  - a. To accept the work order or
  - b. To furnish Performance Bank Guarantee (PBG)
- e. For any dispute, the place of jurisdiction shall be New Delhi, India only.
- f. The work order shall be effective on the date of its signing and shall continue until the date of the successful completion of the events unless terminated earlier by either of the parties.
- g. If the Agency terminates the acceptance of the work order, then the NeGD/MeitY shall forfeit the Performance Security paid by the Agency. The NeGD/MeitY shall also claim compensation for damages incurred due to termination of work order on actual basis.
- h. In case of delay in execution or unsatisfactory work, NeGD/MeitY may impose a penalty and may debar and blacklist the agency for applying in its future tenders/RFPs. NeGD may impose a penalty for non-performance to the extent of 20% of the work order value. The quantum will be decided by NeGD depending upon the severity of the non-performance or poor quality of output.
- i. For any additional/new items, the payment will be made on mutual agreeable cost

after establishing reasonability of price, precedence of similar events executed in the past etc

## 9 Responsibilities:

The responsibilities of NeGD and the successful bidder shall be as follows:

### NeGD:

- i. To provide all basic audio visual equipment.
- ii. Basic lighting arrangements.
- iii. Dinner for choreographer / performers on the performance night.
- iv. Arrange for the necessary licenses for the event if any.

### Successful Bidder:

- i. Arrange transportation, handling, loading, unloading of all the materials.
- ii. Arrange travel, meals (for the days other than the cultural event evening) and stay of the choreographer / performers for the programme
- iii. Arrange the music/visual material and all accessory equipment for use during the programme with additional paraphernalia required (if any).
- iv. To make its own security arrangement for the materials. Bidder shall also make its own arrangements for fire fighting to ensure safety of manpower provided, materials & property.
- v. The agency shall be required to inform about all statutory clearances as required for the successful organization of the event.

## 10 Evaluation of Financial Proposals

Financial Proposals of the technically qualified Bidders as evaluated according to the above mentioned evaluation matrix (i.e. the Bidders scoring 65 and above marks) shall be opened by the Techno-Commercial Evaluation Committee in the presence of the representative of the Bidders, who chose to attend the opening of financial bids. The quoted fee shall be read out and recorded.

***Financial Proposal Marks (FPM) = (Lowest Financial Bid / Financial Bid under consideration) x 100***

The lowest evaluated Financial Proposal will receive a maximum of 100 marks.

## 11 Final Evaluation

The final evaluation will be made on the basis of the following:

- Weightage for the Technical Proposal:0.7
- Weightage for the Financial Proposal:0.3

Combined Technical and Financial score, (HPM)=  $TPM \times 0.7 + FPM \times 0.3$

## 12 Award of Work

The Bidder with the highest aggregate score (HPM) shall be awarded the work. If the agency getting the highest marks refuses to accept the work order, NeGD may consider giving the work order to H2, and if he also refuses, then to H3 and so on.

## 13 Settlement of Disputes



The Selected agency and NeGD shall use their best efforts to settle amicably all disputes arising out of or in connection with the agreement or its interpretation.

Any dispute between the parties, which cannot be settled amicably within 30 days of receipt, by one party of the other party's request for such amicable settlement, shall be submitted to arbitration by the sole Arbitrator to be appointed by MeitY. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at New Delhi and the Courts at New Delhi shall have the jurisdiction.

Either party's performance under this agreement is subject to acts of God, war, epidemics, government regulation, strikes, or any other occurrence of event(s) or emergency beyond the party's control (except for rains), making it impossible, illegal, or commercially impracticable for either party to perform its obligations under this agreement, in whole or in part.

#### **14 Representations and Warranties**

The Agency represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. Services performed by the Agency which are determined by the MeitY to be of less than professional quality shall, at the MeitY option, be corrected by Agency, at the Agency's expense.

#### **15 Right of Use of the Cultural show video**

MeitY / NeGD may do audio/video recording of the entire programme and use the entire video or any part of it on You Tube or any other Social Media channel or on NeGD/MeitY/Digital India websites.

#### **16 Licenses and Rights for use of Names and Song**

The MEITY does hereby grant to the Agency a limited non-exclusive license to use the Event name and "MeitY" name solely in connection with the preparations, programmes and management of the events, provided the Agency complies with the terms and conditions contained in this Agreement.

The bidder or any of the consortium partners shall not use the name of their own company (ies) in any official communication or promotional material pertaining to the event, either before, during or after the event without prior approval of MeitY.

The Agency shall not use the names and the song for any event or purpose other than the said event.

The authority of the Agency to use the names and the song commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.

The Agency shall not sublicense, transfer or assign the use of the names and song to any person or entity without the prior consent of the MeitY.

## **17 Intellectual Property Rights**

The selected Bidder shall not use any material with intellectual property right without prior permission. The Bidder shall have to take any and all permissions and clearance related to intellectual property used during the event. MeitY shall not be held liable for any default.

Financial Bid - (Envelope-2)

<<On Bidder's Letter head>>

To,

Director (Finance), NeGD

NeGD, Ministry of Electronics and Information Technology

CGO Complex, Lodhi Road, New Delhi - 110003

**Subject:** Submission of the Financial Bid for Selection of Agency for cultural event for GCCS 2017

Dear Sir/Madam,

We, the undersigned, offer to provide the Cultural event services for NeGD, MeitY event in accordance with your detailed Scope of work dated .....and subsequent corrigendum. Our financial proposal is for the amount of <<**Amount in words and figures**>>as given below. This amount is exclusive of taxes.

<b>S. No</b>	<b>Item Details</b>	<b>Cost (Rs) exclusive of taxes</b>
1	<b>Cultural Event</b>	
	Cultural events for 2000 delegates (50 minutes to 60 minutes)	
2	<b>Management Fee, if any</b>	
	<b>Total</b>	

\*\* Taxes will be paid extra as applicable

#### 1. PRICE AND VALIDITY

- All the rates mentioned in our bid are in accordance with the terms as specified in the detailed Scope of Work documents as per Financial Bid format provided. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.
- Taxes shall be paid as applicable.
- We understand that the payment would be made as per the actual items/work executed during the final event.

#### 2. QUALIFYING DATA

We confirm having submitted the information as required by the detailed terms of reference document. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. NeGD, MeitY reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.

#### 3. BID PRICE

We declare that our Bid Price is firm for the entire scope of the work as specified in the document. Our bid prices are mentioned in the submitted Financial Bid.

Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., [31.12.2017].

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

We hereby 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,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

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