

CORRIGENDUM – I
Request for Proposal
(on short notice – 1 day)
for
Selection of an agency for cultural
programme
for
morning inauguration programme
for
Global Conference on Cyber Space (GCCS)
2017 to be held on 23rdNovember, 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 **23-24 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 organization of cultural programme for the inaugural programme for the GCCS 2017 main event. The event will be a 10 minute event during the morning inauguration.

The show during the morning inauguration (approximately 10 minutes), on **23rd November 2017 at 1000 hours** is expected to be aided by one or more of modern technologies such as 3D Mapping. Tentatively the date is fixed for November 23, 2017. However, the final date will be notified in the work order.

4 Critical Timelines

Bid Release date	8 th November 2017
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Last date of submission of queries, if any	8 th November 2017 – 2 pm
Reply to queries and final modification of RFP	8 th November 2017 – 3 pm
Bid Submission & Technical Bid Opening Date	9th November 2017 – 6 pm
Presentation to Committee	9th November 2017 – 7 pm
Financial Bid Opening Date	9th November 2017 – 8 pm
Award of Work	9 th November 2017 – evening

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

5 Technical Eligibility Criteria for the Agencies for morning inauguration 10 minute entertainment programme

- All the agencies organizing or doing technological entertainment programmes are eligible to participate in this selection process provided the bidder or any of the consortium partner have successfully executed such technological entertainment programmes in at least 3 big events each in the last two years (in national or international forum) with global attendees in India/abroad.
- The agency must have conducted at least 3 events using modern technologies in the last 2 years (give details).
- Agencies are allowed to form 'Consortium' as bidder with leading agencies operating in the market in areas of cultural events, technological entertainment events, global events& similar activities. In such scenario, all contractual obligations of the tender (RFP) 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.
- All agencies found eligible for presentation in the earlier RFP floated on 5th October 2017 for morning technological entertainment programmes are eligible and need not submit documents to meet the technical eligibility criteria.
- Minimum turnover should not be less than 1 crore for less 2 years and submit necessary supporting documents for the same.

6 Submission of Bids

a) Morning Inauguration Technological Entertainment Programme

The Lead Bidder will be required to submit a Technical bid (Envelope -1) and a Financial bid (Envelope -2) for morning 10 minute inauguration technological entertainment programme. The Technical and Financial bids shall be submitted each in two separate sealed envelopes.

The Lead Bidder will submit bid security (EMD) for Fifty thousand rupees in the form of a

demand draft / bank guarantee / fixed deposit receipt (FDR) in favour of NEGD – Digital India Corporation or cheque dated 9th November 2017 or earlier in favour of Media Lab Asia, NeGD with each of the Technical bids, failing which, the bid/s will be treated as non-responsive and rejected.

The sealed envelopes containing the Technical (Envelope 1) and Financial Bids (Envelope 2) need to be submitted as part of one single sealed envelope addressed to:-

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

7 Evaluation of Proposals

- i. The Bidder may submit bid along with profile of the company, 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 for the Technical Bid 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 Marks (TM) shall be assigned to the proposal/s of each Bidder.

7.1 Technical Evaluation Criteria

- a. Details of evaluation parameters are as shown below for the morning 10 minute inauguration event:

Bid Component	
(i) Number of national events conducted during last 2 years : • Marks on percentile basis with the bidder with highest number of events.	15
(ii) Number of international events conducted during last 2 years: • Marks on percentile basis with the bidder with highest number of events.	20
(iii) Video presentation of 3 technological entertainment events using 3D mapping (marks will be given on percentile basis)	30

(iv) Event Proposals (Approach Methodology) Detailed presentation on the proposed technological entertainment programmes organization plan, concept and flow of activities for the GCCS (maximum presentation duration of 30 minutes to include samples of previous events)	35
TOTAL Marks	100

- 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. The Proposal shall not be accepted if it does not achieve the minimum marks of 65 (sixty five) out of maximum of 100 (one hundred) marks.

7.2 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 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.

7.3 Final Evaluation

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

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

Combined Technical and Financial score, **(HPM)= TPM x 0.7 + FPM x 0.3**

8. Payment Terms & Conditions:

- i. The selected agency will be required to submit a Performance Bank Guarantee/ Performance Security equivalent to 10% of the overall work order value upon acceptance of LOI/Work Order.
- ii. An advance payment up to 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 for each work order.
- 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.

9. Terms & Conditions

- a. The prices quoted by the bidder will be valid till 31stDecember 2017.
- b. NeGD reserves the right at its absolute discretion:
 - i. by written notice to prospective bidder (who has been issued this RFP) to do any of the following things:
 1. To discontinue or suspend the RFP process
 2. To extend the closing date and time of the RFP
 3. To amend this RFP;
 - ii. To negotiate with any Prospective bidder submitting a Quotation;
 - iii. To determine the number of organizations with whom it will contract
- c. Bids/quotations received without EMD will be rejected and their Technical and Financial Bids will be returned un-opened.
- d. The rates quoted for the tender shall include transportation charges, packing and unpacking, loading and delivery of the material at the event site, dismantling and removal of all material from the site or any incidental charges etc.
- e. The responsibility of safety and security of the material of the contractor/bidder at the event site will rest entirely on them. Ministry /NeGD will not be responsible for any loss or damage to the items.
- f. 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.
- g. 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.
- h. 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.

10. Termination

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

In case of non-performance of work

- i. Due to Force Majeure
- ii. 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 the right 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.

b. 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.

c. 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 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.

d. Disqualification

The bid/s is/are 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

e. 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. 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. Separate Work Orders shall be issued to Agency/Agencies for both the morning and evening events mentioned in this RFP.
- f. 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.
- g. 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.
- h. 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

11. 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. 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 of 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/equipment.
- v. The agency shall be required to inform about all statutory clearances as required for the successful organization of the event.

12. Award of Work

The Bidder with the highest aggregate score shall be awarded the work for each event. 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. H1 will be called for price negotiation and in case H1 does not match the negotiated price, H2 will

be requested to negotiate with the committee with the H1 negotiated price.

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 and technological entertainment programme

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 Music/Song

The MEITY does hereby grant a limited non-exclusive license to the Agency to use the Event name and "MeitY" name solely in connection with the preparations, programmes and management of the proposed 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, before, during or after the event without prior approval of MeitY.

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

The authority of the Agency to use the names and songs 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 sub license, transfer or assign the use of the names and songs 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 for Inauguration Event– (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 technological entertainment event during GCCS 2017 inauguration (morning event)

Dear Sir/Madam,

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

S. No	Item Details	Cost (Rs) exclusive of taxes
1	Cultural Event	
	<ul style="list-style-type: none"> • Morning Inauguration Technological entertainment programme (10 minutes) 	
2	Management Fee, if any	
	Total (Rs. in words)	

** 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:

*****End of Document*****