

**REQUEST FOR PROPOSAL (RFP)**

**To hire**

**AGENCY**

**FOR**

**EXECUTING WORK OF CONCEPTUALIZATION AND MANAGEMENT OF THE INDIA PAVILION & DELEGATION OFFICE; AND CONTENT DEVELOPMENT, CREATION AND EXECUTION OF SIDE-EVENTS/ RELEVANT PUBLICATIONS/ EXHIBITIONS AT THE INDIA PAVILION TO BE ORGANIZED AT THE 24<sup>th</sup> CONFERENCE OF PARTIES TO BE HELD IN KATOWICE, POLAND BETWEEN 2-14 DECEMBER 2018**

**SEPTEMBER 2018**

**FOR**



**Ministry of Environment, Forest & Climate Change,  
Government of India  
Indira Paryavaran Bhawan,  
Jor Bagh Road, New Delhi – 110 003  
[www.moef.nic.in](http://www.moef.nic.in)**

## NOTICE INVITING REQUEST FOR PROPOSAL

Request for Proposal (RFP)

To hire

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FOR

EXECUTING WORK OF CONCEPTUALIZATION AND MANAGEMENT OF THE INDIA PAVILION & DELEGATION OFFICE; AND CONTENT DEVELOPMENT, CREATION AND EXECUTION OF SIDE-EVENTS/ RELEVANT PUBLICATIONS/ EXHIBITIONS AT THE INDIA PAVILION TO BE ORGANIZED AT THE 24<sup>th</sup> CONFERENCE OF PARTIES TO BE HELD IN KATOWICE, POLAND BETWEEN 2-14 DECEMBER 2018

Ministry of Environment, Forest & Climate Change, Government of India, intends to hire an Agency to undertake, the work of following work; namely,

- (a) Conceptualization, design and management of the India Pavilion and delegation office space, and
- (b) Content development, creation and execution of events/ relevant publications/ exhibitions for the India Pavilion at the 24<sup>th</sup> conference of parties to be held in Katowice, Poland between 2-14 December 2018

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP Document uploaded on the website: [www.moef.nic.in](http://www.moef.nic.in).

Interested agencies\* are requested to submit their responses to the "RFP" in hard copy and soft in form of a CD on or before 03:00 PM (IST), 01<sup>st</sup> October 2018 at the following address:

The submissions must be addressed to:

**Scientist-D (Climate Change)**

Ministry of Environment, Forest and Climate Change  
3rd Floor, Prithvi Wing  
Indira Parvayaran Bhawan  
Jor Bagh, New Delhi-110003

\* Note: Agency may be an individual agency or may comprise of consortium. The submission of bid against this RFP by consortium shall also be in accordance to the guidelines for Joint Venture (JV)/ Consortium are given at **Annexure B** of this RFP document.

## Disclaimer

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1. This Request for Proposal Document (hereinafter 'RFP/ RFP Document') is neither an agreement nor an offer by Ministry of Environment, Forest & Climate Change, Government of India (hereinafter '**MOEFCC/ Authority**') to the prospective Bidders or any other person. The purpose of this RFP document is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. MOEFCC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for MOEFCC to consider particular needs of each party who reads or uses this RFP Document. This RFP includes statements which reflect various assumptions and assessments arrived at by MOEFCC in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. MOEFCC will not have any liability to any prospective Bidder/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of MOEFCC or their employees, any Media Agency or otherwise arising in any way from the selection process for the Assignment. MOEFCC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. MOEFCC will not be responsible for any delay in receiving the proposals. The issue of this RFP document does not imply that MOEFCC is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the services and MOEFCC reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. MOEFCC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MOEFCC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. MOEFCC reserves the right to change/ modify/ amend any or all provisions of this RFP Document. Such revisions to the RFP document / amended RFP will be made available on the website of MOEFCC, Central Public Procurement Portal (hereinafter 'CPPP') portal and Government e-Marketplace (GeM).
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.





## Section 1. Letter of Invitation

New Delhi

Date: (Date)

### 1. Introduction

MOEFCC proposes to hire an agency/ firm/ joint venture/ consortium (hereinafter, '**Bidder**') for conceptualization and management of the India Pavilion and delegation office space; and content development, creation and execution of side-events/ exhibitions and relevant publications at the India Pavilion to be organized at the 24<sup>th</sup> Conference Of Parties to be held in Katowice, Poland between 2-14 December 2018 (hereinafter, '**COP-24**').

### 2. Objective

The main objective of the assignment is conceiving and managing the India Pavilion and delegation office space, and creating, executing and managing exhibits and events at the India Pavilion at COP-24, with the purpose of highlighting various ongoing positive initiatives and activities being undertaken by the Government of India in the field of climate change as well as its strategies for various measures in mitigation, adaption and capacity building at national and state level to tackle climate change.

The detailed scope of services is provided in the Terms of Reference (Section 5).

### 3. The Agency will be selected on the Quality cum Cost Based Selection (QCBS) process with 70 percent weightage to Technical Proposal and 30 percent weightage to Financial Proposal.

The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Bidders

SECTION 3: Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard Format of Work Order

All clarifications/ corrigenda if any will be published only on the website of MOEFCC. The official website for accessing the information related to this RFP is: [www.moef.nic.in](http://www.moef.nic.in) (the "Official Website") along with Central Public Procurement Portal ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) & and Government e-Marketplace (GeM).

Yours sincerely,

Scientist-D (Climate Change)  
Ministry of Environment, Forest and Climate Change  
3rd Floor, Prithvi Wing, Indira Parvayaran Bhawan  
Jor Bagh, New Delhi-110003

## Section 2. Instructions to Bidders

### 2.1 Introduction

- 2.1.1 The Ministry of Environment, Forest and Climate Change, Government of India (the "MOEFCC") is the nodal ministry of the Central Government for the planning, promotion, co-ordination and overseeing the implementation of India's environmental and forestry policies and programmes. The ministry is also the focal point for climate change cooperation and global negotiations including for United Nations Convention for Climate Change (UNFCCC), Kyoto Protocol, Paris Agreement and other activities relating to climate change.
- 2.1.2 MOEFCC proposes to hire an Agency for the work of conceptualization and management of the India Pavilion and delegation office space; content development, creation and execution of side-events/ exhibitions at the Indian Pavilion to be set up at the 24th Conference Of Parties to be held in Katowice, Poland between 2-14 December 2018 ('COP-24'). The objective of the proposed events is to highlight various ongoing initiatives/ activities of the Government of India as well as its strategies for mitigation and adaption measures to tackle climate change. The concept and design of the Indian Pavilion to be set up at COP-24 shall offer a unique opportunity to showcase India's positive actions on climate change through events/ exhibits in the nature of panel discussions, presentations, conferences, interviews, press conference, short movies, documentaries, lectures, demonstrations, showcasing of exhibits, etc.
- 2.1.3 Since the Pavilion will be viewed internationally, due care has to be taken in conceptualizing and managing the Pavilion, and in the content development, creation and execution of side-events/ exhibitions and relevant publications to be held at the Pavilion.
- 2.1.4 It is proposed that the Pavilion and delegation office should cover a space of 400 sqm and 100 sqm respectively. The pavilion set up will be including a hall to accommodate 100 people. The India Pavilion and delegation office will be a temporary setting executed by the Official General Contractor and will be situated within the COP-24 premises. There will be restrictions on the number of people to enter into the conference venue.
- 2.1.5 As per the available information the area of the COP24 Summit will be divided into two zones, namely Green and Blue. The details are as follows (for plan visit <http://cop24.gov.pl/>)
- Blue zone:
1. ICC:
    - plenary and negotiation halls;
    - offices of the participants: Delegates, COP24 Presidency and UNFCCC Secretariat;
    - national pavilions;
  2. Spodek:
    - media zone;
    - NGO zone;

Green zone:

- side events – meetings, presentations, promotional and exhibition activities, national events;
- Climate Action zones;
- PolEkoCOP24 trade show

2.1.6 The Agency would be appointed on a project basis for the said purpose/ assignment and duration.

2.1.7 Interested Agencies are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:

- (i) A Technical Proposal
- (ii) A Financial Proposal and
- (iii) Earnest Money Deposit (EMD)

2.1.8 It may be noted that:

- (i) The costs of preparing the proposal are not reimbursable and
- (ii) MOEFCC is not bound to accept any of the proposals submitted without showing reason.

2.1.9 The Agencies are required to provide professional, objective, and impartial service and at all times hold MOEFCC's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2.1.10 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MOEFCC, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the Agency may lead to disqualification of the Agency or termination of the contract.

2.1.11 Agencies must observe the highest standards of ethics during the selection and execution of the contract. MOEFCC may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

## 2.2 Dispute Resolution:

2.2.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, MOEFCC, whose decision shall be final.





### 2.3 Termination of Assignment:

MOEFCC will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Agency, MOEFCC will reimburse all the expenses incurred by the agency (upon submission of proof including the expenditure statement and utilization certificate certified by a CA as per GFR) including closing-up of the project. If the assignment is terminated due to the fault of the Agency or in case of termination of the assignment by the Agency for reasons not attributable to MOEFCC, the performance security of the Agency will be forfeit.

2.3.1 The Agency shall submit his proposal in three covers containing the EMD, Technical Proposal and Financial Proposal respectively to MOEFCC's office addressed to Scientist-D (Climate Change), Ministry of Environment, Forest & Climate Change, Government of India, 3<sup>rd</sup> Floor, Prithvi Wing, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi - 110003. The submissions for conditions of eligibility shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those Agencies who meet the conditions of eligibility criteria. Based on this technical evaluation, a list of technically qualified Agencies shall be prepared in the order of their merit, followed by the opening of the Financial Proposal.

2.3.2 Number of Proposals: No Agency shall submit more than one Bid.

### 2.4 Right to reject any or all Proposals:

2.4.1 Notwithstanding anything contained in this RFP document, MOEFCC reserves the right to accept or reject any Bid, annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2 Without prejudice to the generality of above, MOEFCC reserves the right to reject any Proposal if:

(i) At any time, a material misrepresentation is made or discovered, or

(ii) The Agency does not provide, within the time specified by MOEFCC, the supplemental information sought by MOEFCC for evaluation of the Proposal.

2.4.3 Such misrepresentation/ improper response by the Agency during the selection process may lead to the disqualification of the Agency. If such disqualification/ rejection occurs after the Bids have been opened and the highest ranking Agency gets disqualified/ rejected, then MOEFCC reserves the right to consider the next best Agency, or take any other measure as may be deemed fit in the sole discretion of MOEFCC, including annulment of the Selection Process.





## 2.5 Acknowledgement by Agency:

2.5.1 It shall be deemed that by submitting the Bid, the Agency has:

- (i) Made a complete and careful examination of the RFP document;
- (ii) Received all relevant information requested from MOEFCC;
- (iii) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of MOEFCC;
- (iv) Satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- (v) Acknowledged that it does not have a Conflict of Interest; and
- (vi) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (vii) MOEFCC and/ or its advisors/ officers/ representatives shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP document or the Selection Process, including any error or mistake therein or in any information or data given by MOEFCC and/ or its consultant.

2.5.2 The proposal of the Agency shall be valid for 60 (sixty) days from the Proposal Due Date.

## 2.6 Condition of Eligibility

2.6.1 The Agency must read carefully the minimum qualification criteria (hereinafter, 'Conditions of Eligibility') provided herein. **Technical and Financial Bids of only those Agencies which satisfy the Conditions of Eligibility will be considered for evaluation.**

2.6.2 In addition, the Agency should be able to provide a qualified creative team for undertaking the project for MOEFCC and should have demonstrated experience in handling large scale projects at the international level of comparable stature.

2.6.3 Agencies need to have a strong aesthetic sensibility with comprehensive ability to conceive and execute events.

2.6.4 The Agency would need to work closely with MOEFCC in Delhi and Katowice, Poland and Embassy of India, Warsaw, Poland.



2.6.5 The Minimum Qualification Criteria/ Conditions of Eligibility and the relevant Forms of the assignment are as follows:

S. No.	Minimum Qualification Criteria/ Conditions of Eligibility	Document
1	<p>The Agency must have been in operation for a minimum of 5 years as on 31<sup>st</sup> March, 2018</p> <ul style="list-style-type: none"> <li>Conceptualization &amp; management and execution of events and design, production and execution of large exhibition spaces.</li> <li>Designing and production of creative commercials for various media including print, television, online, outdoor etc.,</li> <li>Preparing publicity materials such as brochures, posters etc.,</li> </ul> <p>(Details/ supporting documents to be provided).</p>	Form 3A
2	<p>The Agency must have a cumulative revenue from event related work of Rs. 10 Crores and above within the last three financial years (2015-16, 2016-17, 2017-18).</p> <p>(A certificate from Statutory Auditor/ Chartered Accountant to this effect should be submitted).</p>	Form 3B
3	<p>The agency must have handled at least one account with revenue of over Rs. 1 Crores in the last 3 (three) years.</p> <p>(A certificate from Statutory Auditor/ Chartered Accountant to this effect should be submitted)</p>	Form 3B
4	<p>The agency must have handled at-least 1 (one) domestic and 1 (one) international event in the last 3 (three) years.</p> <p>(Details of the aforementioned assignments, including specifically the nature of work done, should be submitted)</p>	Form 3C

2.6.6 The Agency should submit have the valid registration with Government body concerned and are expected to submit valid taxation and legal status of agency certification documents as per the prevailing laws and regulations as appropriate.

## 2.7 Clarification and amendment of RFP documents

2.7.1 Agency may seek clarification on this RFP Document, within seven (7) days of the date of issue of this RFP document. Any request for clarification must be sent by standard

electronic means (PDF and word file)/ fax to MOEFCC's office addressed to

**Scientist-D (Climate Change)**  
**Ministry of Environment, Forest and Climate Change**  
**3rd Floor, Prithvi Wing**  
**Indira Parvayaran Bhawan**  
**Jor Bagh, New Delhi-110003**  
**Email: shard.sapra@nic.in**  
**Telephone: +91-11-24695331**

- 2.7.2 MOEFCC will endeavour to respond to the queries prior to the Due Date for submission of Bid. MOEFCC may consider posting the reply to all such queries on its official website or CPPP portal or by standard electronic mean of communication.
- 2.7.3 At any time before the submission of Bid, MOEFCC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on MOEFCC's Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, MOEFCC may at its discretion extend the Due Date for submitting the Bid.
- 2.7.4 Tentative date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Bidder willing to attend the pre-bid should inform MOEFCC beforehand in writing and email. The maximum no. of participants from a Bidder, who chose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization (In Form 3D).

## **2.8 Earnest Money Deposit**

- 2.8.1 A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Pay and Account Officer, Ministry of Environment, Forest and Climate Change, Government of India, New Delhi, New Delhi', payable at New Delhi, for the sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) shall be required to be submitted by each Bidder (hereinafter 'EMD/ Earnest Money Deposit/ Bid Security). The Bank Guarantee shall be in the format of Form 3E. Any Micro, Small and Medium Enterprises (MSME) company registered with Ministry of Micro, Small and Medium Enterprises and as per the Public Procurement Policy of Government of India may be exempted from depositing EMD, subject to submission of necessary valid documents.
- 2.8.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as "EMD – [name of the project/ assignment]" and "Not to be opened except in the presence of evaluation committee". In addition, a scanned copy (in pdf format) shall also be uploaded on CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.8.3 MOEFCC will not be liable to pay any interest on Earnest Money Deposit. Bid security of unsuccessful Bidders shall be returned, without any interest, within one month after grant



of the work order to the Selected Bidder or when the selection process is cancelled by MOEFCC. The Selected Bidder's Earnest Money shall be returned, without any interest upon the Bidder accepting the Work Order and furnishing the Performance Security in accordance with provision of the RFP document and Work Order.

2.8.4 MOEFCC will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to MOEFCC in regard to the RFP without prejudice to MOEFCC's any other right or remedy under the following conditions:

- (i) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Work Order);
- (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- (iii) In the case of the Selected Bidder, if the Selected Bidder fails to accept the work order or provide the Performance Security within the specified time limit, or
- (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to MOEFCC.

2.8.5 Performance Security equivalent to the amount indicated under para 2.13.1 of this RFP document shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP / work order.

2.8.6 For the successful bidder the Performance Security shall be retained by MOEFCC until the completion of the assignment by the Bidder and be released 60 (Sixty) days after the completion of the assignment.

2.8.7 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Due Date for submission of Bid, would not be eligible to submit a Bid.

2.8.8 An Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

## 2.9 Preparation of Bid

2.9.1 Bidders/ Agencies are requested to submit their Proposal in English language and strictly in the formats provided in the RFP Document.

2.9.2 The Proposals must be signed by the Authorized Representative. (See Form 3D)

2.9.3 Bidders/ Agencies are required to submit a Technical proposal and a Financial Proposal (hereinafter, 'Proposal') as specified below.



**(a) Technical Bid**

2.9.4 The Bidder/ Agency is expected to provide the Technical Bid as specified in this RFP Document.

2.9.5 Broadly, the Technical Proposal should contain the following:

- i. Letter of Technical Proposal Submission;
- ii. Proposed vision and event strategy presented for MOEFCC including, inter alia, the ideas for proposed events/ exhibitions including possible concepts, creative strategy and logistics, and marketing plans, content development for outdoor publicity, publicity in social media etc.;
- iii. Early stage rendition of communicating/ displaying/ showcasing the information through appropriate technology, media support and designs;
- iv. Specification of new technologies to be employed;
- v. Comprehensive details on present projects of comparable stature;
- vi. The details of the creative team assigned for the project;
- vii. Client testimonials supported by completion of works statements from clients;
- viii. Rendered prints of story boards, designs and layouts of all the suggested events;
- ix. An undertaking on the letterhead of the Bidder and signed by an authorised signatory, that the Agency will undertake the assignment, in accordance with the Terms of Reference and Deliverables detailed in the RFP Document and at the cost submitted by the Bidder in the financial proposal **(the cost is not to be indicated in the undertaking)**. The above undertaking submitted by the Bidder would be binding on the Bidder;

2.9.6 The Technical Bid shall not include any financial information.

**(b) Financial Bid**

2.9.7 In preparing the Financial Bid, Bidders are expected to take into account the requirements and conditions outlined in the RFP document.

2.9.8 Letter of Financial Bid should include:

- i. Total cost of the project
- ii. Break-up of costs for each of the items of work listed in the Terms of Reference and deliverables namely concept & design, pavilion management, audio/visual elements and coffee table book, etc.



- iii. Cost for any other element, which is not specified in the **Terms of Reference and deliverables of this RFP document** and is considered relevant for the **concept execution by the Bidder** must be highlighted separately.

2.9.9 Taxes as applicable in India will be paid as per actuals and the same are not required to be indicated in the financial bid. All shipment costs will be borne by the Bidder.

2.9.10 The Financial Bid should not include the cost of fabrication of the India Pavilion. It should not include the cost of hardware, backdrop, A/V equipment, sound and light equipment etc.

2.9.11 The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time any deviation from the quoted rate will be entertained by MOEFCC.

2.9.12 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 2.10 Submission of Proposals

2.10.1 The original Bid (Technical Bid and Financial Bid) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. Any such corrections must be authenticated by the persons or person who sign(s) the Bids.

2.10.2 The Technical Bid should be placed in a sealed envelope and superscribed:

**"Technical Bid for conceptualization and management of the India Pavilion and delegation office space; and content development, creation and execution of side-events/ relevant publications/ exhibitions at the India Pavilion to be organized at COP-24 for MOEFCC".**

2.10.3 The Financial Bid shall be placed in a sealed envelope and superscribed:

**"Financial Bid for conceptualization and management of the India Pavilion and delegation office space; and content development, creation and execution of side-events/ relevant publications/ exhibitions at the India Pavilion to be organized at COP-24 for MOEFCC".**

2.10.4 If the Financial Bid is not submitted in a separate sealed envelope duly superscribed as indicated above, this will constitute grounds for declaring the Bid non-responsive.

2.10.5 Both the sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be superscribed **"for conceptualization and management of the India Pavilion and delegation office space; and content development, creation and execution of side-events/ exhibitions at the India Pavilion to be organized at COP-24"** with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone numbers, e-mail ID etc. of the Bidder submitting the Bid.

2.10.6 The outer envelope containing the sealed Technical and Financial Bids should be addressed and delivered to:



**Scientist-D (Climate Change)**  
**Ministry of Environment, Forest and Climate Change**  
**3rd Floor, Prithvi Wing**  
**Indira Parvayaran Bhawan**  
**Jor Bagh, New Delhi-110003**  
**Email: [shard.sapra@nic.in](mailto:shard.sapra@nic.in)**  
**Telephone: +91-11-24695331**

2.10.7 The Bid (along with the EMD) should be submitted on or before **03:00 PM (IST) on 01<sup>st</sup> October 2018.**

2.10.8 No Bid will be accepted after the deadline for submission and in the event of any Bid being received after the closing time for submission of Bids, the same shall be summarily and returned un-opened.

## **2.11 Bid Evaluation**

2.11.1 Prior evaluation of Bids, the MOEFCC will determine whether each Bid is responsive to the requirements of the RFP document. A Bid shall be considered responsive only if:

### Technical Bid

- (i) The Technical Bid is received in the form specified in this RFP document;
- (ii) It is accompanied by the Earnest Money Deposit as specified in this RFP document;
- (iii) It is received by the Due Date for submission of bid and time including any extension thereof in terms hereof;
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

### Financial Bid

- (i) The Financial Bid is received in the form specified in this RFP document;
- (ii) It is received by the Due Date for submission of bid and time including any extension thereof in terms hereof;
- (iii) It does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

2.11.2 MOEFCC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by MOEFCC in respect of such Bids. However, MOEFCC reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. MOEFCC will



subsequently examine and evaluate Bids in accordance with the selection process detailed here in this document.

- 2.11.3 As part of the evaluation, the Bids submitted should fulfil the Conditions of Eligibility. In case an Bidder does not fulfil the Minimum Qualification Criteria, the Technical Bid of such an Bidder will not be opened and evaluated further. In such cases, the RFP details containing the Technical Bid, Financial Bid and Earnest Money Deposit will not be opened after completion of evaluation of the Conditions of Eligibility.

**Technical Evaluation:**

- 2.11.4 Technical Evaluation: The evaluation committee appointed by MOEFCC (hereinafter referred to as 'Evaluation Committee') will carry out the evaluation of Bids on the basis of the following evaluation criteria and points system. If required, MOEFCC may seek specific clarifications from any or all Agencies/ Bidder at this stage. MOEFCC shall determine the Bidder that qualifies for the next phase after reviewing the clarifications provided by the Agencies/ Bidder. Each evaluated Bid will be given a technical score (ST) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S No	Evaluation Criteria	Maximum Points	Document
A	Proposed vision and event strategy presented for MOEFCC and the ideas for proposed events/ exhibitions as well as for content development, creation and management of outdoor publicity, including possible concepts, creative strategy and logistics, and marketing plans.	40	Form 3G of RFP
B	Profile and track record of the Bidder, including experience in the fields related to event conceptualization, management and execution.	15	Form 3H
C	International clients handled along with size of accounts handled in outdoor publicity and creative content creation and development and event management services.	15	Form 3I
E	Innovative ideas and suggestions presented	15	Form 3L
F	Credentials of team identified to work with MOEFCC	15	Form 3K
	<b>Total</b>	<b>100</b>	





2.11.5 The score obtained by each Bidder out of 100 will constitute its Technical Score (ST)

2.11.6 A Bid will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference.

2.11.7 The Bid of the Bidder shall be ranked on the basis of technical score (ST) and the Bidder having the maximum marks shall be declared Technically Superior (T1) for the purpose of next stages of evaluation.

**Financial Evaluation:**

2.11.8 The Evaluation Committee will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Agency/Bidder. The lowest Financial Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other Bids will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Bid)

**Combined Evaluation:**

2.11.9 Bids will finally be ranked according to their combined technical score (ST) and financial scores (SF) as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.7 and 0.3 respectively.

2.11.10 The Successful Bidder shall be having the highest combined score (S). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP Document within the stipulated timeframe.

**2.12 Grant of Work Order:**

2.12.1 After selection, a Work Order will be issued, in duplicate, by MOEFCC to the selected Bidder shall, within 3 (three) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the selected Agency is not received by the stipulated date and time, MOEFCC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Agency as mutually agreed genuine pre-estimated loss and damage suffered by MOEFCC on account of failure of the selected Bidder to acknowledge the work order, and the next highest ranking Agency may be considered.

## **2.13 Performance Security:**

2.13.1 Performance Security equivalent to 15 (fifteen) percent of the total cost of Financial Bid shall be furnished from a Nationalized/ Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the Work Order. For the Successful Bidder the Performance Security will be retained by MOEFCC until the completion of the assignment by the Bidder and be released 60 (Sixty) Days after the completion of the assignment. MOEFCC will not be liable to pay any interest on Performance Security amount.

## **2.14 Confidentiality**

2.14.1 Information relating to evaluation of Bids and recommendations concerning grant of the Work Order shall not be disclosed to the Bidders/ Agencies who submitted the Bids or to other persons not officially concerned with the process, until the selected Agency has been notified that it has been given the Work Order.

## **2.15 Fraud and corrupt practices**

2.15.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, MOEFCC will reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, MOEFCC will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to MOEFCC for, inter alia, time, cost and effort of MOEFCC, in regard to the RFP, including consideration and evaluation of such Bids.

2.15.2 Without prejudice to the rights of MOEFCC under this Clause, hereinabove and the rights and remedies which MOEFCC may have under the work order or the Agreement, if a Bidder, as the case may be, is found by MOEFCC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by MOEFCC during a period of 2 (two) years from the date on which such Bidder, as the case may be, is found by MOEFCC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.15.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or

indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MOEFCC who is or has been associated in any manner, directly or indirectly with the selection process or the work order or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MOEFCC, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment/ project or the work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MOEFCC in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MOEFCC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

## **2.16 Pre-Bid Meeting**

2.16.1 Pre-Bid Meeting of the Bidders maybe convened off-line at the designated date, time and place. A maximum of two representatives of each Bidder will be allowed to participate on production of the original Authorization Letter from the Bidder (In Form 3D).

2.16.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of MOEFCC. MOEFCC will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## **2.17 Miscellaneous**

2.17.1 The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection process.



2.17.2 MOEFCC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the selection process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating thereto at any stage;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to MOEFCC by, on behalf of and/or in relation to any Bidder; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.17.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases MOEFCC, its employees, officials, consultants, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.17.4 All documents and other information provided by MOEFCC or submitted by a Bidder to MOEFCC shall remain or become the property of MOEFCC. Bidders are to treat all information as strictly confidential. MOEFCC will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to MOEFCC in relation to the assignment shall be the exclusive property of MOEFCC.

2.17.5 MOEFCC reserves the right to make inquiries with any of the clients/associates listed by the Bidder in their previous experience record.

## 2.18 Tentative schedule for selection process

2.18.1 MOEFCC will endeavour to follow the following schedule:

Date of issue of RFP	14 <sup>th</sup> September 2018
Last date for receiving queries/requests for clarifications	21 <sup>st</sup> September 2018
MOEFCC's response to queries/requests for clarifications	25 <sup>th</sup> September 2018
Pre-Bid Meeting; if required	26 <sup>th</sup> September 2018
Bid Due Date & Time	1 <sup>st</sup> October 2018; 3:00PM
Verification of EMD and Bids (after the bid submission time, i.e., 3 PM)	4 <sup>th</sup> October 2018
Presentation by the technically qualified Bidders	8 <sup>th</sup> October 2018



Opening of Financial Bids	8 <sup>th</sup> October 2018
Letter of award	Within 7 days from opening of financial Bid.
Signing of Agreement	Within 7 days from letter of award.

## 2.19 Data Sheet

Reference	Description
	Broadly, work involves conceptualization and management of the India Pavilion and delegation office space; and content development, creation, execution and management of side-events/ exhibitions at the India Pavilion to be organized at the 24 <sup>th</sup> Conference of Parties (COP-24) to be held in Katowice, Poland between 2-14 December 2018. The concept and design should be unique to facilitate highlighting the various ongoing initiatives/ activities being undertaken by the Government of India as well as its strategies for various measures in mitigation and adaption to tackle climate change.
	The method of selection is Quality cum Cost Based Selection (QCBS)
	The name of MOEFCC is: "Ministry of Environment, Forest & Climate Change, Government of India"
	The Bids shall be valid for 60 (sixty) days from the specified Due Date.
	Clarification must be requested on or before <b>21<sup>st</sup> September 2018</b> . Bidders shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:  <b>Scientist-D (Climate Change)</b> <b>Ministry of Environment, Forest and Climate Change</b> <b>3rd Floor, Prithvi Wing</b> <b>Indira Parvayaran Bhawan</b> <b>Jor Bagh, New Delhi-110003</b> <b>Email: <a href="mailto:shard.sapra@nic.in">shard.sapra@nic.in</a></b> <b>Telephone: +91-11-24695331</b>
	Tentative Date & Time of Pre-bid meeting, if required: <b>26<sup>th</sup> September 2018</b> , at the Official Address: <b>Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi 110003</b>  Venue: Conference hall would be duly intimated.

	<p>The last date of submission of Bid is <b>1<sup>st</sup> October 2018 before 03:00 PM (IST)</b>. The address for submission of EMD/ Bank Guarantee is,</p> <p><b>Scientist-D (Climate Change)</b> <b>Ministry of Environment, Forest and Climate Change</b> <b>3rd Floor, Prithvi Wing</b> <b>Indira Parvayaran Bhawan</b> <b>Jor Bagh, New Delhi-110003</b> <b>Email: <u>shard.sapra@nic.in</u></b> <b>Telephone: +91-11-24695331</b></p>
	<p>Bidders must submit their Bid in three separate envelopes/ covers on or before <b>01<sup>st</sup> October 2018, 03:00 PM (IST)</b>; <b>one each for EMD; Technical Bid; Financial Bid</b>; as specified in this RFP document.</p>
	<p>The Bidder shall state cost towards the proposed work (including taxes) in Indian Rupees only.</p>



### Section 3. Standard Forms

#### Form 3A: Self-certification of operations for minimum 5 years

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[Location, Date]

Here give a certificate that the Bidder have been in operation for a minimum of 5 (five) years as on 31<sup>st</sup> March, 2018.

A handwritten signature in black ink, consisting of a large loop and a trailing flourish.



**Form 3B: Format for Certification of Cumulative revenue in the last 3 years**

S. No.	Financial years	Revenue from Events (INR)
1.	2015-2016	
2.	2016-2017	
3.	2017-2018	
	Cumulative Revenue	

**Certificate from the Statutory Auditor/ Chartered Accountant**

This is to certify that ..... [Name of Bidder], having its registered offices at ..... [Registered address] has received the payments shown above against the respective years on account of professional fees.

It is also certified that [Name of the Bidder] has handled at least 1 (one) account of over Rs ..... during the last three years.

[Name of Authorized Signatory]

[Designation]

[Date]

[Name of firm]

[Signature of Authorized Signatory]

[Seal of Audit firm]

**Note:**

1. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.
2. Please do not attach any printed Annual Financial Statements.
3. In the event that the Bidder does not wish to disclose its annual revenue, it may state that it has received more than the amount specified in the aforesaid certificate.



**Form 3C: Details of 1 (one) domestic and 1 (one) international event in the past 3 (three) years**

<b>Project Name:</b>	<b>Approx. value of the Fees (in Rs.):</b>
<b>Location:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client with Address</b>	<b>Total no. of person months of the assignment:</b>
<b>Start date (month/ year):</b>	<b>Completion date (month/ year):</b>
<b>Sub Advisors, Joint venture partner, if any:</b>	<b>No. of professional person months provided by the Joint venture partners/ Sub-Advisors</b>
<b>Narrative description of Project</b>	
<b>Description of actual services provided in the Project</b>	
<b>Current Status of the Project</b>	

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name
2. Use separate sheet for each Eligible Project (i.e., one domestic event and one international event).
3. Submit relevant certificate to support the claim (in form of client acknowledgement, client testimonial or certificate from the Statutory Auditor/ Chartered Accountant).
4. In case the Project cost is not set out in the certificate from the client, the Bidders can submit a certificate from Statutory Auditor indicating the same.

### Form 3D: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, ..... [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms ..... [name], son/ daughter/ wife of [name], and presently residing at ..... [address], who is presently employed with/ retained by us and holding the position of ..... [designation] as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as Agency for ..... [Name of Assignment], to be developed by Ministry of Environment, Forest and Climate Change, Government of India (the "MOEFCC") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MOEFCC, representing us in all matters before the MOEFCC and undertakings consequent to acceptance of our Bid and generally dealing with the MOEFCC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until accepting the work order with the MOEFCC.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... [date in words] DAY OF ..... [month], 2018.

For ..... [Name and registered address of organization]

[Signature]

[Name]

[Designation]

#### Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

#### Notarized

Accepted

([Signature] [Name] [Designation] [Address] of the attorney)

Notes:





1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*



### Form 3E: Format of Bank Guarantee for Earnest Money Deposit

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BG No.

Date:

1. In consideration of you, Ministry of Environment, Forest & Climate Change, Government of India, (hereinafter referred to as the "MOEFCC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the Bid of [Name of company], (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as "RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the MOEFCC an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the MOEFCC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the MOEFCC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Bid valid during the validity period of the Bid as set forth in the said RFP Document, and the decision of the MOEFCC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the MOEFCC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other MOEFCC.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the MOEFCC is disputed by the Bidder or not, merely on the first demand from the MOEFCC stating that the amount claimed is due to the MOEFCC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Bid valid during the validity period of the Bid as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).



4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one eighty) days from the Bid Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the MOEFCC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the MOEFCC shall be entitled to treat the Bank as the principal debtor. The MOEFCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said FP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the MOEFCC, and the Bank shall not be released from its liability under these presents by any exercise by the MOEFCC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the MOEFCC or any indulgence by the MOEFCC to the said Bidder or by any change in the constitution of the MOEFCC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the MOEFCC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MOEFCC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the MOEFCC in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the MOEFCC serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].



Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)  
(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



### Form 3F: Technical Bid Submission Form

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[Location, Date]

Scientist-D (Climate Change)  
Ministry of Environment, Forest and Climate Change  
3rd Floor, Prithvi Wing  
Indira Parvayaran Bhawan  
Jor Bagh, New Delhi-110003

**RFP dated [date] for selection for Agency for [name of assignment]**

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for selection as [name of assignment]. The Bid is unconditional and unqualified.

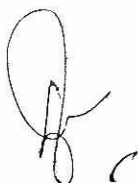
We are submitting our Bid as [name of the Bidder].

If negotiations are held during the period of validity of the Bid, we undertake to negotiate in accordance with the RFP document. Our Bid is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP document.

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

Further:

1. We acknowledge that MOEFCC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency, and we certify that all information provided in the Bid and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to MOEFCC any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. We acknowledge the right of MOEFCC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial MOEFCC or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public MOEFCC nor have had any assignment or contract terminated by any public MOEFCC for breach on our part.



6. We declare that:
- a) We have examined and have no reservations to the RFP, including any Addendum issued by the MOEFCC;
  - b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any tender or request for Bid issued by or any agreement entered into with MOEFCC or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory MOEFCC which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory MOEFCC is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MOEFCC in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the Bid is subject to the provisions of the RFP Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened or rejected.
13. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall be binding on us.





14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:


(Name and seal of the Bidder)

A handwritten signature in black ink, appearing to be a stylized 'G' or 'K' followed by a flourish.

**Form 3G: Proposed vision and event strategy presented for MOEFCC and the ideas for proposed events/ relevant publications/ exhibitions as well as for content development, creation and management of outdoor publicity, including possible concepts, creative strategy and logistics, and marketing plans.**

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[Location, Date]

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a small flourish.

### Form 3H: Profile and track record of the Bidder

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[Location, Date]

- Name of the Bidder:
  - Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
  - Country of incorporation:
  - Registered address:
  - Year of Incorporation:
  - Year of commencement of business:
  - Principal place of business:
  - Brief description of the Company including details of its main lines of business
  - Name, designation, address and phone numbers of authorised signatory of the
  - Name of Authorized Signatory:
  - Designation:
  - Company:
  - Address:
  - Phone No.:
  - E-mail address:
- Brief Profile (in one page)
- Number of offices with locations
  - In India
  - Overseas
- Number of employees
  - In India
  - Overseas
- Details of Partners / Affiliates / Associates
  - In India
  - Overseas
- In-house facilities including different units / divisions within the Agency
- Sources through which the Bidder will access required inputs for the project/ assignment and requirements of MOEFCC
- Reference case work of large brands handled by the Bidder, with focus on integration and delivery of above and below the line activities



**Form 3I: Details of international clients handled along with size of accounts  
handled in outdoor publicity and creative content creation and  
development in event management services.**

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[Location, Date]



### Form 3K: Team Composition

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**A. Total number of members proposed to be deputed during the event (COP-24) in Poland, including the Team Leader (Minimum 5)**

**B. Details and composition of the team identified to work on the project with 'MOEFCC':**

- (i) Name of Team Member:
- (ii) Designation & Position in Team (member or team leader):
- (iii) Work being handled/ Area of Expertise:
- (iv) Qualifications:
- (v) Number of years of experience:
  - Total experience
  - Experience with the Bidder



#### Section 4. Financial Bid – Standard Forms

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Form 4A: Financial Bid Submission Form 4B:  
Summary of Costs





**Form 4A: Financial Bid Submission Form**

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[Location]

[Date]

To,

Scientist-D (Climate Change)  
Ministry of Environment, Forest and Climate Change  
3rd Floor, Prithvi Wing  
Indira Parvayaran Bhawan  
Jor Bagh, New Delhi-110003

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your RFP dated [date] and our Bid. Our attached Financial Bid is for the sum of [amount(s) in words and figures].

Our Financial Bid shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, for a period of 60 (sixty) days from the Bid Due Date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption currently in force in India including the Prevention of Corruption Act, 1988.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:




**Form 4B: Summary of Costs**

Item	Cost	
	Amount in words	Amount in figures
Costs of Financial Bid (including all other taxes)		
Tax (as applicable)		
<b>Total cost of Financial Bid (including tax)</b>		

Tax would be payable at the applicable rates as may be in force from time to time.

**For Financial Evaluation, the total fee for the period will be considered.** This Fixed Project Fee will cover costs/expenses of the Agency for undertaking work as detailed in the Terms of Reference.

Break-up of costs for each of the items of work listed in the Terms of Reference are to be submitted on a separate sheet of paper. This break-up of individual costs will **not** be considered for financial evaluation.



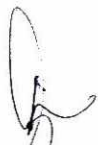
## Section 5. Terms of Reference

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The Selected Agency will have to execute the work as per following Terms of Reference (ToR)

### **5.1 Conceptualization and Management of the India Pavilion and Delegation Office Space**

- (a) The Agency shall be responsible for conceptualization and management of the India Pavilion and delegation office space at COP-24 from 2-14 December 2018.
- (b) The Agency shall be responsible for the Pavilion layout and designing and shall submit a creative strategy, logistics plan design for a traditional yet modern Pavilion including, *inter alia*, the following elements:
- A hall with a stage for seating 100 people (hereinafter, "Hall").
  - Space for displaying printed materials such as books, reports, brochures, digital media etc.
  - Reception table/ help desk.
  - showcase activities being undertaken by the Government of India in the field of climate change as well as its strategies for various measures in mitigation and adaption to tackle climate change through technologies such as
    - high quality media elements
    - creative models and exhibits
    - Audio-visual presentations, video-walls and curved projection screens, custom videos, mobile app
    - immersive audio effects
    - Lighting effects and décor
- (c) The Agency must provide total event management solutions at the India Pavilion, including but not limited to:
- Management of the entire Pavilion, office space including the events to be held in the Hall.
  - Ensuring at least five people from the Agency man the India Pavilion and guide the visitors and one person is stationed at the reception/ help desk at all times during working hours of the COP-24. Among these five people, one person should have good typing/steno skills.
  - Room rendering and seating layouts for side events/ exhibitions held at the Pavilion and the Hall.





- On-site management, including dissemination of programme material during the side-event/ exhibition/ show.
  - Arranging a photographer and videographer to record all the side-events/ exhibitions and any other events held at the Hall.
- (d) Creative plans must include options and remain flexible to space constraints or freedoms offered by the location and at its exterior vicinities. The strategy formulation must consider the presence of Hon'ble Prime Minister or President of India, Minister(s) and senior officials.
- (e) The Agency will be responsible for controlling the Pavilion space before the opening of the COP-24, subject to the conditions defined by official contractor.
- (f) The Agency shall interact and coordinate with the Indian Embassy Official in Poland and official contractor for COP-24 appointed by Government of Poland including but not limited to the supervision of the fabrication of India Pavilion at COP-24.

## **5.2 Creation and Execution of Side-Events/ Exhibitions**

- (a) The Bidder will be in charge of execution of Side-events/ Exhibitions in the nature of panel discussions, presentations, conferences, interviews, press conference, short movies, documentaries, lectures, demonstrations, showcasing of exhibits etc. The list of speakers and events will be provided by the relevant Ministry/ State Governments, Departments, etc as approved by MOEFCC.
- (b) Tentatively, it is proposed that there will be two events everyday along with a short movie or documentary. The Agency will be responsible for their management and execution.
- (c) Creation and execution of side-events/ exhibitions includes showcasing materials (e.g., documentaries, posters, movies etc.) highlighting various ongoing positive initiatives and activities being undertaken by the Government of India in the field of climate change as well as its strategies for various measures in mitigation and adaption to tackle climate change through the high quality media elements, video-walls and curved projection screens etc. based on the approved design of the India Pavilion.
- (d) The Agency shall coordinate and liaise directly with various Ministries/ Departments/ Organizations to procure the material to be displayed at the India Pavilion.
- (e) The Agency will prepare a comprehensive schedule/ chart to showcase the material so procured and submit the same to MOEFCC by (Date).
- (f) The Agency may be required to produce original A/V content depending on the approved Pavilion design.
- (g) The Agency shall prepare and ship 1500 media kits for events (as approved by Ministry) to be distributed at the India Pavilion. The agency will be responsible for dissemination of session-wise agenda and minute to minute agenda and display the



same on a screen outside the Pavilion. The agency will also be responsible for publications relevant to the COP-24 event.

- (h) The Agency will be responsible for developing & managing a website for the event or as instructed by MOEFCC. The Agency will also be responsible for providing social media management of the India Pavilion with respect to Twitter and Facebook.
- (i) The agency will be responsible for developing promotional video/ movie covering the highlights of the event or as instructed by MOEFCC.
- (j) The agency will be responsible for post event reporting in form of a Coffee Table Book (100 copies) or as instructed by MOEFCC.

**5.3 The 'Terms of Reference' may be amended during the execution of the assignment depending on the need.**



Section 6. Standard Form of Work Order

STANDARD FORM OF WORK ORDER  
FOR APPOINTMENT OF AGENCY

Between

Ministry of Environment, Forest & Climate Change  
Government of India

AND

[Name of AGENCY]

[Date]





## I. **Form of Work Order**

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Work Order to undertake [name of assignment]

The Ministry of Environment, Forest & Climate Change (First Party), Government of India, Indira Paryavaran Bhawan, New Delhi - 110003, India, hereinafter referred to as the "MOEFCC" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

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

NOW THEREFORE, MOEFCC hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:
  - Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,
  - Appendix B: Cost Estimate
  - Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]
2. The mutual rights and obligations of MOEFCC and the Agency shall be as set forth in the work order; in particular:
  - a) The Agency shall carry out the Services in accordance with the provisions of the work order; and
  - b) MOEFCC will make payments to the Agency in accordance with the provisions of the work order.
3. **Commencement, completion and modification of Work Order**
  - 3.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Agency, or such other date as may be stated.
  - 3.2 Commencement of Services: The Agency shall commence the Services from the date notified by MOEFCC.
  - 3.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
  - 3.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.



3.5 Force Majeure:

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

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

- 3.6 **No Breach of Work Order:** The failure of a party to fulfil any of its obligations under the Work Order shall not be considered to be a breach of, or default under this Work Order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
  - b) has informed the other party as soon as possible about the occurrence of such an event.
  - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.
- 3.7 Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.
- 3.8 **Extension of Time:** Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 3.9 **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

4. **Termination**

- 4.1 By MOEFCC: MOEFCC may terminate this Work order by issuing a written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
- a) if the Agency does not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as MOEFCC may have subsequently approved in writing;
  - b) within fifteen (15) days, if the Agency becomes insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
  - d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as



a result of arbitration proceedings pursuant to relevant clauses hereof;

- e) within seven (7) days, if the Agency submits to MOEFCC a false statement which has a material effect on the rights, obligations or interests of MOEFCC. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to MOEFCC;
- f) within seven (7) days, if the Agency, in the judgment of MOEFCC has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work Order;
- g) if MOEFCC, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work Order.

**4.2 Payment upon termination:** Upon termination of this Work Order, MOEFCC will make the following payments to the Agency:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work Order is terminated pursuant to Clause 4.1 a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Work Order. However, MOEFCC may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the MOEFCC. Under such circumstances, upon termination, MOEFCC may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The Agency will be required to pay any such liquidated damages to MOEFCC within 30 days of termination date.

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

**5. Obligations of the Agency**

**5.1 General:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to MOEFCC, shall at all times support and safeguard MOEFCC's legitimate interests in any dealings with sub-consultants or third parties, and shall follow all local laws, including those applicable at the place of work.

**5.2 Conflict of interest**

**5.2.1 Prohibition of Conflicting Activities:** Neither the Agency nor their sub-consultants nor the team members/ personnel/ employees shall engage, either directly or indirectly, in any of the following activities:

- (g) during the term of this Work Order, in any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- (h) after the termination of this Work Order, such other activities as may be specified.

**5.2.2 Confidentiality:** The Agency, their sub-consultants, and the team members/ personnel/ employees of either of them shall not, either during the term or within two (2) years after the expiration of this Work Order, disclose any proprietary or confidential information relating to the project/ assignment, the Services, Contact or MOEFCC's business or operations without the prior written consent of MOEFCC.

- 5.2.3 Documents Prepared by the Agency to be the Property of MOEFCC: All designs, reports, other documents and software submitted by the Agency pursuant to this Work Order shall become and remain the property of MOEFCC, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to MOEFCC, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 5.2.4 Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law as defined in clause 7.1.
- 5.2.5 Professional Liability Insurance: Agency shall maintain at its own expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work Order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

### 5.3 **Obligations of MOEFCC**

- 5.3.1 Assistance and Exemptions: MOEFCC will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:
- 5.3.1.1 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## 6. **Payments to the Agency**

- 6.1 Mobilization advance of 25% against bank guarantee would be allowed.
- 6.2 The next payment of 25% would be made against pre-receipted invoices in triplicate complete in all respects. This 25% payment would be made on the (Date) subject to submission of invoices along with complete details of work undertaken upto (Date) along with supporting documents and bills as well as copies of the material produced for which the bills are submitted.
- 6.3 The final payment shall be released only after satisfactory completion of the required work for the project/ assignment and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document or communicated subsequently by MOEFCC.
- 6.4 The Goods and Services Tax (GST) shall be paid as applicable.
- 6.5 For facilitating Electronic transfer for funds the selected Agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- 6.6 Currency: The price is payable in local currency i.e. Indian Rupees.
- 6.7 Payment for Additional Services: For the purpose of determining the remuneration due for



additional services as may be agreed under relevant clauses for modification in this work order.

## **7. Settlement of disputes**

- 7.1 Applicable Law: This Work Order shall be governed, construed, and enforced in accordance with the laws of India
- 7.2 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work Order or its interpretation.
- 7.3 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work Order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be finally decided by reference to arbitration.
- 7.4 Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi, India and the language of arbitration proceedings shall be English.
- 7.5 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.
- 7.6 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.

## **8. Responsibility for accuracy of project documents**

### **8.1 General**

- 8.1.1 The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify MOEFCC against any inaccuracy in the work, which might surface during implementation of the project.

## **9. Liquidated damages**

- 9.1 If the selected Agency fails to complete the project/ assignment within the period specified under the Work Order, or in case of underperformance and undue delays in performance by the Agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the Agency, as may be deemed fit by MOEFCC.

## **10. Miscellaneous**

### **10.1 Assignment and Charges**

- 10.1.1 The Work order shall not be assigned by the Agency save and except with prior consent in writing of MOEFCC, which MOEFCC will be entitled to decline without assigning any reason whatsoever.
- 10.1.2 MOEFCC is entitled to assign any rights, interests and obligations under this Work Order to third parties.
- 10.1.3 Indemnity: The Agency agrees to indemnify and hold harmless MOEFCC from and against

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

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

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

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

## 10.2 Performance security

10.2.1 The Agency shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work Order, provide to MOEFCC a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Agency of its obligations under this Work order, in the form set out in this work order, in an amount equal 15 (fifteen) percent of the total cost of Financial Bid under this Assignment. Further, in the event the term of this Work order is extended, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank



~~guarantee as~~ Performance Security for an amount equivalent to **15 (fifteen) percent** of the ~~total cost of Financial Bid~~ under this Assignment.

- 10.2.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Law (including, in case the Agency is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Agency is a joint venture consortium (see **Annexure B** for Joint Venture (JV)/Consortium guidelines), the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work Order and the other Members.}
- 10.2.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If MOEFCC shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, MOEFCC shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as MOEFCC shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, MOEFCC will refund to the Agency the full amount of the bank guarantee, unless MOEFCC has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that MOEFCC will not be liable to pay any interest on such balance. MOEFCC will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by MOEFCC in accordance with the provisions hereof, be released by MOEFCC within a period of 60 (Sixty) Days from the date of completion of the services.
- 10.3 MOEFCC shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a) the Agency becomes liable to pay penalty;
  - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 4.1 of the GCC;
  - c) any material breach of the terms hereof; and/or
  - d) without prejudice to paragraph above, the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.



## Annexure A: Form of Bank Guarantee for Performance Security

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(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 Ministry of Environment, Forest & Climate Change, Government of India (hereinafter referred as the 'MOEFCC', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of MOEFCC's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (scope of work) (hereinafter called the 'Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to MOEFCC 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 MOEFCC immediately on demand and all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by MOEFCC on the Bank shall be conclusive and binding notwithstanding any difference between MOEFCC and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

MOEFCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. MOEFCC 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 MOEFCC and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between MOEFCC and the Agency any other course or remedy or security available to MOEFCC. The Bank shall not be relieved of its obligations under these presents by any exercise by MOEFCC 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 MOEFCC or any other indulgence shown by MOEFCC 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 MOEFCC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that MOEFCC may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.



This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person

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

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

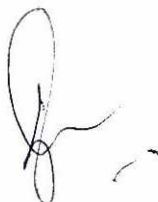
[With Bank Stamp]

Attorney as Per Power of Attorney No. Dated

Strike out, whichever is not applicable.

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

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



## Annexure B: Guidelines for Joint Venture (JV)/Consortium

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- a) The JV/Consortium's Bid and/or agreement must be submitted after clearly identifying the "Lead Partner". Identification of such shall be evidenced by submitting with the bid, a Power of Attorney signed by 'Lead Partner' and legally authorized signatories of all the partners. Qualifications and credentials of each partner shall be added for the purpose of eligibility Criteria.
- b) In case the bidder comprises of joint venture /consortium /group/ partnership, if one member has the requisite net worth, it will be considered adequate provided other member(s) have no negative worth. In case, Lead Partner nominated by the JV/Consortium does not meet the experience criteria, submitted bid shall not be considered.
- c) Each JV/Consortium partner shall be jointly and severally responsible for completing the task as per the assignment contract and they shall also be and severally liable for the performance of whole contract.
- d) MoEFCC in any case will deal with the lead partner who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.
- e) The bid may be signed by all members of the JV/Consortium. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- f) In the case of a JV or Consortium, all members of the Company / Firm shall be jointly and severally liable for the performance of whole contract.
- g) Changes in the formation of JV/Consortium, or/and change in the JV/Consortium character/ partners after submission of the bid and any change in the bid document regarding JV/Consortium will not be permitted.
- h) The bid submission must include documentary evidence to the relationship between JV/Consortium partners in the form of JV/Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- i) The JV/Consortium Agreement must provide that the Lead Partner or the Authority to incur liabilities and receive instructions for and on behalf of any or all partners of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- j) The partners (JV or Consortium) constituting as bidder may be from any country; except the lead partner, who shall be registered and based in India.
- k) The contract agreement should be signed by each Partners along with JV/Consortium so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- l) The JV/Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected. If JV/Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 24 months.
- m) JV/Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on all the members before making any payment.

