DEPARTMENT OF HIGHER EDUCATION

INVITE

REQUEST FOR PROPOSAL

For

Selection of an Event Partner for organizing Lit Fest at

Surajkund, 2019

August, 2019

Department of Higher Education

Shiksha Sadan, Ground & 1st Floor, Sector - 5, Panchkula, Haryana
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A. Document Control Sheet

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<th></th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RFP reference No.</td>
<td>27/52-2019 Co(1)</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-bid Meeting (Date/Time &amp; location)</td>
<td>Date: 6th September 2019 Time: 12:00 Om Location: Conference Hall, Shikhsa Sadan, sector 5 Panchkula</td>
</tr>
<tr>
<td>3.</td>
<td>Last date and time for submission of proposals</td>
<td>Date: xxx</td>
</tr>
<tr>
<td>4.</td>
<td>Opening of Technical Bid</td>
<td>Date: 19th September 2019</td>
</tr>
<tr>
<td>5.</td>
<td>Date of Opening of Commercial bids</td>
<td>Date: to be decided</td>
</tr>
<tr>
<td>6.</td>
<td>Contact Person</td>
<td>Name: Dr. Hemant Verma <a href="mailto:hemant.hechry@gmail.com">hemant.hechry@gmail.com</a></td>
</tr>
<tr>
<td>7.</td>
<td>Submission mode</td>
<td>Online submission at <a href="https://etenders.hry.nic.in/">https://etenders.hry.nic.in/</a></td>
</tr>
<tr>
<td>8.</td>
<td>Tender Processing Fee</td>
<td>As per online mode</td>
</tr>
<tr>
<td>9.</td>
<td>Cost of RFP document</td>
<td>Rs. 5000</td>
</tr>
<tr>
<td>10.</td>
<td>Bid Security Amount</td>
<td>EMD in the form of Bank guarantee Amount is Rs 5 lakh, Five lakh in words</td>
</tr>
<tr>
<td>11.</td>
<td>Method of selection</td>
<td>Quality and Cost Based System (QCBS) (70:30)</td>
</tr>
</tbody>
</table>
1. Introduction

A. Background

The Government of Haryana has been continuously making tremendous efforts to improve the facilities for Higher Education ecosystem in the state. The state has achieved remarkable progress in its higher and technical education sector and is committed in its endeavor to further provide quality education to its students. The department has provided many reforms especially in the area of industry interventions, placements and startups which would help putting Haryana as Education Hub in North India. In recent year it has been observed that most students are less keen on developing their reading habits. Still, to be able to stand on the same ground as other leading countries, this habit should be instilled on the students.

Many stakeholders and teachers are concerned with the students declining reading habits. It will not be out of queue to mention that books plays an important role in shaping the lives of youth. Their career, their personality, their creativity and even their thinking enhances when different prospects are presented in front of them from motley of categories of art, culture and science. Unfortunately, it is observed that the students lack the interest in literature, books and even departments lacks in motivating students to develop reading and literature culture among students. The problem most students have that contributes to their poor performance in tests and examinations is lack of proper reading habits. For an excellent performance, there is the need for the student to form good reading and study habits. At present, due to the influence of the mass media, students do not show much interest in reading books; magazines and journals, among others. Even the examination malpractices may be traceable to the prevalent poor reading interests and habits among the wide spectrum of students.

To address the issue it is felt to develop reading habit in young generation which include; improving communication, better ability to comprehend, improve knowledge and perspective, builds personality and somewhat pacify the mind. Department has already taken various initiatives in this direction which includes launch of foundation booklet- RISE, constitution of literary societies in colleges. But now intends to hold, a state level literary fest with a name of “Surajkund / Haryana lit Fest - 2019“.
2. Scope of work
End to end solution provider for planning, organizing and conducting the Surajkund Literature Festival 2019 including but not limited to:

2.1 Pre Event Responsibilities

A. Conceptualization and Planning for LIT Fest 2019
   a) Conceptualize the Event Theme, Event plan, its scope, objectives and deliverables based on the venue and maintain a universal theme for all aspects of the Event execution in coordination with vision for the event.
   b) Design the Event flow which would include the inaugural ceremony, various parallel sessions/activities, publicity events, conferences, seminars, exhibitions, closing ceremony, dinner, cultural programs, etc.
   c) Create the Event Execution Plan for executing the Event indicating specific timelines with the respective milestones along with detailed specifications of works to be carried out.

B. Venue Management

   a) As the first edition of the Lit Fest in Haryana, curate a theme and create logo, designs and graphic language and other designs including creating all main posters, designs, main creative, social media creatives, on day branding designs, all promotional creatives including Posters, Standees, Hoardings, pamphlets for the festival for the event. Theme to be proposed keeping in mind that the Lit Fest will be a recurring annual event in Haryana.
   b) Prepare a comprehensive event management plan encompassing various procedures and action plan for managing an event with more than 5000 delegates’ participation at the selected location. Propose format, sessions, and agenda for the Event. The Fest will be a 02 days event and Agency to propose/recommend
interactive sessions, workshops, collaborations etc. for maximum participation and attendance by general public.

*Note: Event will be a non-ticketed event – separate sessions/engagements/areas to be planned for general public and other guests.*

c) Handling and executing the whole production of the event including stage setup, sound, light, tenting, branding etc. Agency to also be responsible for creating backdrops and signage at venue, airports, various points in the city, flags, welcome arches on approach roads etc.

d) Designing and printing of all collaterals including Invitations, badges, notepads, pens, media kits etc. Special collaterals to be planned for participating students. Gifts, trophies, booklets etc. to be designed.

e) Complete event coverage through video coverage and photography and post-event AV

f) Help Desks with registration desk with adequate support (Liaison Officers, provision for ushers, coordinators, etc.). An advance help-desk (for handling email, phone, and postal queries/assistance sought) should be set up as one of the very first deliverables and at the earliest within one month up to the actual event in December 2019. Help-desks at event location should be an extension of this. This team will also take up aspects related to online registration of delegates, offline registration at Venue as and when directed by department.

g) Arrange for artistes for the cultural programs planned in the event.

**C. Participation Arrangements**

a) Co-ordinate with the Knowledge Partner(s), departments and other stake holders for obtaining the list of speakers, panelists and invitees and arrange for printing invitations and posting of the same. Invites would be sent out to speakers, VIPs, Guests, Dignitaries, and Delegates etc.

b) Invite celebrity/renowned persons/authors associations – people with connect to Haryana for participation and attendance in the Event. Agency may also propose long term association or brand ambassador for Event. Agency will be responsible
for inviting eminent authors, persons, however department will facilitate in the same.

c) Planning, organizing the opening ceremony and 1 hour cultural evening with song/dance performances and other entertainment such as laser light show, 3D mapping etc. Unique acts can be proposed.

d) End to end solution for Speakers/Authors/Delegate Management including Travel, stay, on-ground transportation etc. Receiving the VIP’s, artists, performers, film personalities at the Air Port and Railway Station taking them to the designated hotel and ensuring their arrival at venue as per their schedule, taking back to hotel and helping them in their departure. (To be done in close coordination with Hospitality Unit of the government organization).

e) To support/provide information on bookings for accommodation and that of travel for the incoming delegation.

f) Arrange for food stalls/ Food Court (for exhibition) and catering on the days of the event.

g) To ensure local conveyance, shuttle buses and cars from airport or hotels and within exhibition area (if required) during the event.

h) Set up facilitation counters and digital kiosks at the airport to provide a smooth experience to all participants.

D. Social media campaign:

a) In order to create a sense of inclusivity and participation along with buzz about the scheduled event in the months leading up to the actual event, the Event Manager to suggest the tentative plan for the pre-launch activities. Proposal & plan for Pre-event campaign across schools/colleges of Haryana for publicity and participation from students/teachers. Participation from schools/colleges in Haryana is vital to the first edition of the lit fest.

b) Managing and handling the promotions of the festival including digital and social media promotions

c) Updating and maintaining LIT fest website and event app.
d) Placement of billboards, hoardings, road maps and flags in the city of event as also obtaining necessary permissions/clearances from respective authorities.

e) Arrangements for banners, badges, fliers, pamphlets, program brochures, fair guide etc. in conjunction with the theme provided by Media Partner and produce a final print.

f) Propose and arrange for appropriate mementos/delegate kit to be given away at the Event as per instruction of department.

g) End to end invitee management including printing of cards, inviting the participants for various events and workshops, follow-up, maintaining the invitee database etc.

h) Coordinate with Knowledge Partner(s) and all other related agencies for collaterals to ensure content and quality of publication.

2.2 Post Event responsibilities:

a) To prepare a final report of Event along with recommendations and way forward.

b) Film on the event (with visual info-graphics of the event outcomes).

c) Post event souvenirs (Table calendars, Wall calendars, Dairies etc.)

d) Follow up Thank You letters to the delegates.

e) Communication of post event report to the concerned Government agencies, Departments, and other organizations of the conclusion.

The Bidder will have to make a Power Point Presentation of 15 minutes on how they would carry out the event. The presentation should contain the (i) Explanation of Concept, (ii) Design of event, (iii) Event Management Plan, etc. containing design of gates, lay out and landscaping of venue, exhibition stalls, a media center, an authors’ lounge, the decoration of stage, lunch area for students and a separate lunch area for guests, etc.

The bidder shall also recommend a tentative 3 year plan on how the property may be built and carried forward in the coming years. Proposal for the Event to be planned keeping in view extensions that may be carried forward in the subsequent editions.

The above SOP is only indicative and the Agency may recommend additional ideas as part of the proposal.
2.3 RESPONSIBILITIES OF DEPARTMENT

a) Responsible for the overall organization of the Event and provide all necessary support and consultation to the Event Partner.

b) Responsible for intimating each Government Department & organization for working jointly with Event Partner & other partners.

c) Responsible for supporting in acquiring all Government permissions and clearances for organizing the Domestic Road Shows.

d) Providing all the required guidance, support, permissions or approvals, as required, to Event Partner, in terms of regulatory approvals and permissions and blocking of venue, permission and allotment of necessary power, water supply, etc. for organizing the Event, as and when required; overall structuring the event and concepts of different programs, suggesting speakers, if any.

e) Effective and timely coordination and approvals with the senior government officials i.e. regular review meetings between senior government officials and Event Partner and writings DO letters for continuous process of communication and information dissemination.
3. Eligibility criteria, Technical and Financial capability of bidders

3.1. Eligibility of applicants

As part of eligibility criteria, only those bidders who meet the following pre-qualification criteria are eligible to participate in the Technical and Financial bidding process. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting prequalification criteria are liable to be rejected summarily.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

<table>
<thead>
<tr>
<th>Serial</th>
<th>Criteria</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Entity</td>
<td>The Bidders eligible for participating in the Bidding Process shall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Company incorporated under Indian Companies Act 1956/2013 as the case may be (with no commercialization) or any entity from outside India under equivalent law; or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Partnership firm under Indian partnership Act 1932</td>
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<tr>
<td></td>
<td></td>
<td>• Society registered under Society Registration Act 1860;</td>
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<tr>
<td></td>
<td></td>
<td>• Registered public trust under Indian Trusts Act 1882;</td>
</tr>
<tr>
<td>2</td>
<td>Financial turnover</td>
<td>Average annual Turnover of INR 1 Cr from similar business such as event management, in the last 3 years, i.e., 2017-18, 2016-17 and 2015-16 (Audited Balance sheet and Income statements should be submitted for the last three financial years preceding the Bid Submission Date)</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Experience</td>
<td>The Bidder should have organized at least 2 (two) Government events which included multiple stakeholders or departments during the last 3 (three) Financial Years (viz., FY 2015-16, FY 2016-17, FY 2017-18).</td>
</tr>
</tbody>
</table>
Blacklisting

BIDDER SHOULD NOT HAVE BEEN DEBARRED/BLACKLISTED BY ANY STATE GOVERNMENT OR CENTRAL GOVERNMENT OR THEIR INSTITUTIONALITIES. THERE SHOULD NOT BE ANY CRIMINAL CASE PENDING BEFORE ANY COURT OF COMPETENT JURISDICTION. THE BIDDER SHALL HAVE TO FURNISH SELF DECLARATION STATING TO THIS EFFECT SIGNED BY AUTHORIZED SIGNATORY OF THE AGENCY WITH SEAL.

5
PAN/TAN/GST registration no.
COPY OF PAN/TAN/GST REGISTRATION NO.

3.2. Technical bid qualification

Technical evaluation will be done only for those bidder who have qualified the pre-qualification stage. The technical evaluation of the qualified bidders shall be done based on the following evaluation criteria:

<table>
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<tr>
<th>S.N</th>
<th>Evaluation Criteria</th>
<th>Maximum marks</th>
<th>Reference document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Company Profile</strong></td>
<td>40 marks</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Average annual Turnover of INR 1 Cr from similar business such as even management, in the last 3 years, i.e., 2017-18, 2016-17 and 2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• More than 1 crore and less than 2 crore – 5 marks</td>
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<td></td>
<td>• More than 2 and less 3 crore – 10 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• More than 3 crore – 15 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><img src="https://example.com" alt="CA Certificate as per Form Tech 3" /></td>
<td>15 marks</td>
<td></td>
</tr>
</tbody>
</table>
### B. Number of similar events organized in the last 03 financial years in the fields of event for, Business Exhibitions, Trade fair, Conferences, etc. with at least two years of Government related events.
- 4 events: 15 marks
- 6 events: 20 marks
- Every additional event 1 marks each (Maximum to 15 marks)

<table>
<thead>
<tr>
<th>2</th>
<th>Technical Presentation including Team Strength</th>
<th>10 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>a. Understanding of work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Plan for the event management, branding and advertisement – social, portal, mass media</td>
<td></td>
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<tr>
<td></td>
<td>c. Ideas for cultural events (at-least three)</td>
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<tr>
<td></td>
<td>d. Innovative ideas for the event planning and execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Sample design of collaterals</td>
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<tr>
<td></td>
<td>f. Business plan with a tentative list of sponsors</td>
<td></td>
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<tr>
<td></td>
<td>g. Team strength</td>
<td></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>50 marks</strong></td>
</tr>
</tbody>
</table>

### 3.3. Evaluation of Technical proposal
The minimum Technical Qualification score for the bidder to be qualified is 35 for opening of Financial Bid. The Bidder shall be selected on the basis of QCBS Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%.
3.4. **Evaluation of financial proposal**
   i. In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).
   
   ii. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
   
   iii. The department will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal 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 fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
   
   \[ SF = 100 \times \frac{FM}{F} \]  
   (F = amount of Financial Proposal of the applicant)

3.5. **Combined and Final Evaluation**
   i. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
   
   ii. \[ S = ST \times 0.70 + SF \times 0.30 \] (Where S is the combined score)
   
   iii. The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws, or fails to comply with the requirements specified in this document.
4. Information and instructions to the bidders – General instruction

4.1. Checklist of Submission

<table>
<thead>
<tr>
<th>#</th>
<th>Criteria/Form</th>
<th>Documents required</th>
<th>Status (submitted/Not submitted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Applicant must be an Indian entity</td>
<td>Certificate of incorporation</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tender Processing fee</td>
<td>As per Online payment</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bid Security Amount</td>
<td>Total Bid Security Amount for one Cluster is Rs.5 lakh, in words 5 lakh only.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tender Fee (INR 5000)</td>
<td>Online payment or as required</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Bidders eligible for participating in the Bidding Process shall be any 1 (one) of the following 2 (two) categories: Type 1: A registered entity1. • company incorporated under Indian Companies Act 1956/2013 as the case may be (with no commercialization) or any entity from outside India under equivalent law; or • society registered under Society Registration Act 1860; or • registered public trust under Indian Trusts Act 1882; or • a charitable trust</td>
<td>• In case of a company: - Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum &amp; Articles of Association. • In case of registered society: - Certified copy of Registration Deed with objects of constitution of society. • In case of corporation: - Authenticated copy of the parent statute.</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Criteria/Form</td>
<td>Documents required</td>
<td>Status (submitted/Not submitted)</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>----------------------------------</td>
</tr>
</tbody>
</table>
|   | Type 2: A combination of a maximum of two (2) registered entities defined in Type. This shall hereinafter be referred as "Consortium"                                                                                      | • In case of Trust: - Certified copy of the Trust Deed.  
• In case of consortium, joint bidding agreement/MoU                                                                                      | submitted/Not submitted          |
<p>| 6 | The bidding firm should have a minimum average annual turnover of INR 1 Cr. over last three Financial Years immediately preceding the Bid Due Date                                                                 | Audited Balance Sheets, Profit and Loss Account of last three years along with CA Certificate with CA’s Registration Number and Seal. (as per Tech 3) | submitted/Not submitted          |
| 8 | 1. The bidder should: -                                                                                                                                                                                    |                                                                                                                                      | submitted/Not submitted          |
|   | a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. | A self-declaration on bidders letter head                                                                                             | submitted/Not submitted          |
|   | b) Not have their Directors and officers been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. |                                                                                                                                      | submitted/Not submitted          |</p>
<table>
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<tbody>
<tr>
<td></td>
<td>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Comply with the code of integrity as specified in the bidding document.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. A firm is not eligible to participate in this project while under sanction by Education Department, GoH or debarred/blacklisted by any State and Central Government</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>EMD in the form of Bank guarantee Amount is Rs 5.00 Lakh , in words Rupee Five lakh Only.</td>
<td>Bid Security should be of Scheduled/Nationalized Bank in favour of Director Higher Education payable at Panchkula</td>
</tr>
<tr>
<td>10</td>
<td>Bidder Details</td>
<td>Form Tech 2</td>
</tr>
<tr>
<td>11</td>
<td>Financial Information</td>
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<td>Technical Proposal Submission Form</td>
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<td>13</td>
<td>Experience of bidder</td>
<td>Form Tech 4</td>
</tr>
<tr>
<td>14</td>
<td>Description of approach and methodology</td>
<td>Form Tech 5</td>
</tr>
<tr>
<td>15</td>
<td>Performa for Commercial cost</td>
<td>Form FIN 1</td>
</tr>
</tbody>
</table>
4.2. Important Instructions

4.2.1 Registration of bidders on e-Procurement Portal

All the bidders intending to participate in the tenders process online are required to get registered on the e-Procurement Portal i.e. https://etenders.hry.nic.in/. Please visit the website for more details.

4.2.2 Obtaining a Digital Certificate

i. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

ii. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.

iii. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation.

iv. If the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
4.2.3 Download of Tender Documents

The tender documents can be downloaded free of cost from the eProcurement portal https://etenders.hry.nic.in/

4.3. Pre-bid meeting

Pre bid meeting will be done by Department of Higher Education, Panchkula as per the data sheet. Bidders may request a clarification with regard to any part of the RFP document on or before pre-bid meeting. Any request for clarification must be sent in writing through e-mail with subject as “Clarification on RFP for Selection of an Event Partner for organizing Lit Fest at Surajkund” to the email id mentioned in data sheet. The format for pre-bid clarification is as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Section/ Clause No.</th>
<th>Name of Section/ Clause</th>
<th>Text (which is mentioned and requires clarification)</th>
<th>Clarification required (Suggested/proposed text)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The address for requesting clarifications and pre-bid conference detail are mentioned in Document Control Sheet.

4.4. Number of Applications and costs thereof

4.3.1. No bidder shall submit more than one application for the Project.

4.3.2. The bidder shall be responsible for all of the costs associated with the preparation of their applications and their participation in the bid process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.5. Acknowledgement by Applicant

4.5.1. It shall be deemed that by submitting the Bid, the bidder has:
   i. Made a complete and careful examination of the RFP;
   ii. Received all relevant information requested from the department;
iii. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the department

iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.5.2. The department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the bidding process, including any error or mistake therein or in any information or data given by the department.

4.6. Right to Accept or Reject any or all Applications/ Bids

4.6.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any application and to annul the bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event, that the authority rejects or annuls all the applications/bids, it may, in its discretion, invite all applicants/bidders to submit fresh applications/bids hereunder.

4.6.2. The department reserves the right to reject any application and/or bid if:
   i. At any time, a material misrepresentation is made or uncovered, or
   ii. The applicant does not provide, within the time specified by the authority, the supplemental information sought by authority for evaluation of the application.

4.6.3. If such disqualification/ rejection occur after the Bids have been done and the highest bidder gets disqualified/ rejected, then the authority reserves the right to:
   i. Invite the next highest bidders to match the highest bidder/ submit their bids in accordance with the RFP; or
   ii. Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.
4.6.4. The department reserves the right to verify all statements, information and documents submitted by the applicant in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

4.7. Clarifications

4.7.1. The bidders requiring any clarification on the RFP may notify the department by e-mail in accordance with Clause 4.3. The department shall endeavor to respond to the queries within the period specified therein, but no later than the date stipulated in Document Control Sheet. The responses will be sent by e-mail. The department will forward all the queries and its responses thereto, to only the purchasers of the RFP without identifying the source of queries. The department may choose to upload the responses only on the websites specified in the RFP advertisement.

4.7.2. The department shall endeavor to respond to the questions raised or clarifications sought by the applicants. However, the department reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the authority to respond to any question or to provide any clarification.

4.7.3. The department may, on its own, if deemed necessary, issue interpretations and clarifications to all applicants. All clarifications and interpretations issued by the department shall be deemed to be part of the RFP. Verbal clarifications and information given by the department or its employees or representatives shall not in any way or manner be binding on the department.

4.8. Amendment of RFP

4.8.1. At any time prior to the deadline for submission of bid, the department may, for any reason, whether at its own initiative or in response to clarifications requested by the bidders, modify the RFP by the issuance of Addendum.
Any Addendum thus issued will only be uploaded on Haryana e-procurement website (https://etenders.hry.nic.in/)

1.1.1. In order to afford the bidders, a reasonable time in which to take an Addendum into account, or for any other reason, the department may, at its own discretion, extend the application due date.

1.2. Language of proposal

1.2.1. The application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the bidder with the application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

1.2.2. All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of difference in amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

1.3. Format and Signing of application

1.3.1. The proposal shall provide all information sought under this RFP. The department would evaluate only those bids that are received in the required format and complete in all respects. Incomplete and / or conditional bid shall be liable for rejection.

1.3.2. The bidder shall prepare separate files for Pre-qualification document, technical document and financial document.

1.3.3. The proposal shall be typed or written in indelible ink, stamped (Company/firm stamp or seal) and signed by the Authorized signatory of the applicant who shall also initial
each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the bid shall be initialled by the person(s) signing the bid. The proposal shall contain page numbers and shall be in pdf format only.

1.4. Submission of proposal

1.4.1. The bidders shall upload the required technical and commercial documents online on https://etenders.hry.nic.in using the digital certificate

1.5. Application due date

1.5.1. The bids should be submitted before time mentioned in Document control sheet in the manner and form as detailed in this RFP.

1.5.2. In the event that the due date for the bid submission is a holiday for the department, the next working day (at same time) will be the date of submission.

1.5.3. The department may, in its sole discretion, extend the application due date by issuing an Addendum in accordance with Clause 4.8 uniformly for all applicants.

1.6. Late applications

Applications received by the Authority after the application due date shall not be eligible for consideration and shall be summarily rejected. Authority shall not be responsible for any delay in submission of the same.

1.7. Opening & Evaluation of Applications

1.7.1. The department would open the bids for the purposes of evaluation at the place specified in Document Control Sheet and in the presence of the applicants who choose to attend.

1.7.2. The bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.
1.7.3. Any information contained in the bid shall not in any way be construed as binding on the department, its consultants, agents, successors or assigns, but shall be binding against the bidder if any project is subsequently awarded to it under the bidding process on the basis of such information.

1.7.4. The department reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any bid without assigning any reasons.

1.7.5. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, the department may, in its sole discretion, exclude the relevant project from computation of the experience of the applicant.

1.7.6. In the event that a bidder claims credit for an Eligible Project, and such claim is determined by the department as incorrect or erroneous, the department shall reject such claim and exclude the same from computation of the experience. Where any information is found to be patently false or amounting to a material misrepresentation, the department reserves the right to reject the application and/ or bid in accordance with the provisions of Clause 4.6.

1.8. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the department in relation to or matters arising out of, or concerning the bidding process. The department will treat all information, submitted as part of the bid, in confidence and would require all those who have access to such material to treat the same in confidence. The department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or authority or as may be required by law or in connection with any legal process.
1.9. **Clarifications from Applicants**

1.9.1. To facilitate evaluation of applications, authority may, at its sole discretion, seek clarifications from any applicant regarding its application. Such clarifications shall be provided within the time specified by authority for this purpose. Any request for clarifications and all clarifications shall be in writing.

1.9.2. If the bidder does not provide clarifications sought, as mentioned above, within the prescribed time, its bid shall be liable to be rejected. In case, the bid is not rejected, the department may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the department.

1.10. **Shortlisting & Notification**

1.10.1. Based on the evaluation of bids, the department would prepare a list of bidders that shall have been qualified through the evaluation criteria and the same will be communicated to all the bidders. The department will not entertain any query or clarification from bidders who fail to qualify.

1.10.2. The pre-qualified/eligible bidder shall only be invited to make a presentation to the “Evaluation Committee” constituted for the purpose.

1.10.3. The financials of only those applicants will be opened, who have scored atleast 70 in Technical Qualification.

1.11. **Proprietary Data**

All documents and other information supplied by the department or submitted by the bidder to the department shall remain or become the property of the department. The bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The department will not return any bid or any information provided along therewith.
1.12. Payment Schedule

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Installment</th>
<th>Payment</th>
<th>Mile stone</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>15%</td>
<td>On signing of Agreement with Higher Education Department as Event Partner</td>
<td>T</td>
</tr>
<tr>
<td>2</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>35%</td>
<td>Submission of work plan and finalization and approval of modalities.</td>
<td>T+45</td>
</tr>
<tr>
<td>4</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>30%</td>
<td>On completion of Pre and Post event responsibilities including the pre event rehearsal.</td>
<td>T+90</td>
</tr>
<tr>
<td>5</td>
<td>5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>20%</td>
<td>Submission of event closure report.</td>
<td>T+100</td>
</tr>
</tbody>
</table>

Out of packet expenses for international travel for above and for inviting/travel of other dignitaries shall be reimbursed on actuals on prior approval of Higher Education Department, apart from the quoted fees.

1.13. Project Duration

Duration of the assignment would be for a period of 3 months from the date of signing of the Agreement. The contract for the assignment may be extended after completion of duration of 3 months as per terms and fees mutually agreed upon.

1.14. Penalty for delay

The event partner will submit a work plan with clear deliverables as per scope of work for execution within payment schedule as given above after signing the agreement. If progress of
the assignment is not as per the agreed scope of work, the event partner shall be liable to pay penalty to Higher Education Department. A penalty up to 2% of payment will be deducted from the due payment in case the event partner fails to submit deliverable in the stipulated time for the 1st week and then 5 % per week thereafter. In case the event partner couldn’t submit deliverable in one month above the time given in the schedule above, the whole agreement will be terminated.

**Performance Bank Guarantee (PBG)**

The selected agency shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) within 10 days of issuance of letter of award. PBG shall be furnished for an amount equal to 10% of project cost valid for a period of six months (6 months).

Failure to perform services / delivery as per RFP conditions after acceptance of Work Order shall constitute sufficient grounds for revocation of the PBG. No interest will be paid on the PBG.

1.15. **Wrapping up**

The selected organization will dismantle and clear the area of fest and all other temporary construction/arrangements made. The selected agency will settle all the dues of each outsources service providers in addition the agency will submit the final accounts/bills/ statements establishing no financial pendency related to event.

1.16. **Risk Mitigation and Insurance**

Selected organization will also undertake measures to mitigate the risks associated with events and to safeguard department from liabilities in the event of any unforeseen eventuality.

1.17. **Termination by default**

Department may terminate the Contract if:
a) the Event Partner fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as Department may have subsequently granted in writing;
b) the Event Partner becomes insolvent or bankrupt
c) if the Event Partner fails to comply decisions / mandate of Department.
d) any document, information, data or statement submitted by the Event Partner in its Proposals, based on which it was considered eligible or successful, is found to be false, incorrect or misleading; or
e) if the acts of Event partner are found to be unethical by Department.

1.18. Dispute Resolution
In the event of any legal disputes, between parties, the appropriate court in Panchkula will have sole and exclusive jurisdiction to settle disputes.

5. Fraud & Corrupt Practices
2.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the authority shall reject an application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

2.2. Without prejudice to the rights of the authority under Clause 5.1 hereinabove, if an applicant is found by the authority 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 bidding process, such applicant shall not be eligible to participate in any tender or RFP issued by the authority during a period of 2 (two) years from the date such applicant is found by the authority 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, as the case may be.

2.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

I. “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 3, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

II. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

III. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

IV. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
V. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. APPENDIX
6.1. Form Tech 1 – Technical Proposal Submission Form

To
Director Higher Education
Department of Higher Education, Haryana

Date:

Dear Sir:

We, the undersigned, offer to provide our proposal for the assignment ‘Selection of an Event Partner for organizing Lit Fest at Surajkund, 2019’ in accordance with your Request for Proposal dated ________. We are hereby submitting our Proposal only through online mode, which includes Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Document Control sheet.

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

Yours sincerely,
Authorized Signature [In full and initials]: _________________________________________

Name and Title of Signatory: _______________________________________________________

Name of Firm: _________________________________________________________________

Address: _____________________________________________________________________

Location: ___________________________ Date: __________________________

Email ID: _____________________________________________________________________

Telephone No (s): _____________________________________________________________
6.2. Form Tech 2 Details of Bidder

<table>
<thead>
<tr>
<th>Form A: Details of the Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Date of Incorporation</td>
</tr>
<tr>
<td>Date of Commencement of Business</td>
</tr>
<tr>
<td>Address of Headquarters</td>
</tr>
<tr>
<td>Address of the Registered Office in India</td>
</tr>
<tr>
<td>Contact detail of Authorized person (name, address, phone no. and email)</td>
</tr>
<tr>
<td>Whether blacklisted by any State/Central Government in last 5 years</td>
</tr>
</tbody>
</table>

6.3. Form Tech 3 Financial Information

<table>
<thead>
<tr>
<th>For A3: Financial Information – Lead Bidder From India Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Turnover (in INR Crores)</td>
</tr>
<tr>
<td>Other Relevant Information</td>
</tr>
</tbody>
</table>
6.4. Form Tech 4 – Experience of bidder (use separate sheet for each institute)

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. Value of Contract: (Mandatory field) (Mention contract value in INR or provide ranges)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country: Location within country</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Name of Employer:</td>
<td>Total No. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Address:</td>
<td>Approx. value of the services provided by your firm under the contract (in INR):</td>
</tr>
<tr>
<td>Start date (month/year): Completion date (month/year):</td>
<td>No of professional staff-months provided</td>
</tr>
<tr>
<td>Name of senior professional staff of your firm involved &amp; functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>
6.5 Form Tech 5 - Description of Approach, Methodology and Work Plan for Performing the Assignment
Dated:

To

.................................

.................................

.................................

Tel:

Fax:

Sub: Selection of Event Partner for organizing Lit Fest-2019, Haryana.

Dear Sir,

1. With reference to your RFP document dated XXXX I/we, having examined the Bidding Documents and understood their contents, and pursuant thereto, hereby submit my/our Financial Bid for the aforesaid mentioned services as per Schedule of Requirements and other terms of the RFQ cum RFP. The Bid is unconditional and unqualified.

2. Our Financial Bid offer is INR [.................................] for this project....(in words) (exclusive of taxes)

3. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFQ cum RFP.

4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. By filling this Form online, we hereby irrevocably consent and agree to be bound by all the terms and conditions set out hereunder.
5. I / We further confirm that we above quote is inclusive of all costs, however out of pocket expenses as mentioned in 4.19 will be borne by the department.

We hereby declare that our Financial Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the Bidding Documents.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Note:-

The Bidder shall not quote in decimal or fraction and shall provide the quote both in figures and words. Further the quote in words shall take precedence over figures and shall be deemed as final.

Any conditional Bid shall be summarily rejected.