



# भारतीय रिज़र्व बैंक Reserve Bank of India



## प्रस्ताव सूचना के लिए अनुरोध

भारतीय रिज़र्व बैंक, मुंबई, कार्यक्रम प्रबंध (इवेंट मैनेजमेंट) एजेंसियों का पैनल का गठन के लिए सीलबंद बोलियाँ आमंत्रित करता है।

पात्रता की पूरी जानकारी के साथ-साथ प्रस्ताव के लिए अनुरोध (आरएफपी) डाउनलोड करने के लिए कृपया वेबसाइट <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> के 'टेंडर' अनुभाग पर जाएं।

उपर्युक्त आरएफपी के संबंध में कोई और स्पष्टीकरण/परिशिष्ट/शुद्धिपत्र आदि बैंक की वेबसाइट www.rbi.org.in पर प्रकाशित किया जाएगा।

बोली जमा करने की अंतिम तिथि 20 दिसंबर 2023 (शाम 7.00 बजे तक) है।

क्षेत्रीय निदेशक

आरबीआई, मुंबई



## Request for Proposal (RFP) for Empanelment of Event Management Agencies

Reserve Bank of India Mumbai Regional Office Mumbai - 400 001

#### Disclaimer

- The Bank has prepared this document to provide background information to the interested parties. While the Bank has taken due care in the preparation of the information contained in this document and believes it to be accurate, neither the Bank nor any of its authorities nor agencies nor officers nor employees, nor advisors give any warranty or make any representation, express or implied, as to the completeness or accuracy of the information contained herein or any information which may be provided in association herewith. The Bank shall also have no liability to any person, including the bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.
- The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and Bidders will be required to confirm in writing that they have done so and that they do not rely only on the information provided by the Bank in submitting their application document. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or officers, employees, agents or advisors.
- Information provided in this RFP is on a wide range of matters, some of which may
  depend on interpretation of law. The information given is not intended to be an
  exhaustive account of statutory requirements and should not be regarded as a
  complete or authoritative state of law. The Bank, its employees and other associated
  agencies accept no responsibility for the accuracy or otherwise for any interpretation
  or opinion on law expressed herein.
- This RFP is not an agreement nor an offer by the Bank to the prospective Bidder(s) or any other party hereunder. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e., eligibility/technical proposal, documents pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank or their advisors in relation to the requirements. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant / Agency may require. It is intended to be used as a guide only and does not constitute advice. The information contained in this RFP or subsequently provided to Applicant / Agency(s), whether verbally or in documentary or any other form by or on behalf of Bank or any of their employees or advisors, is provided to Applicant / Agency(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

- The issue of this RFP does not imply that the Bank is bound to select bidder(s) or guarantee assignment of work or any minimum quantum of work in a year and the Bank reserves the right to accept or reject any or all the RFP offers or cancel the RFP without assigning any reason therefor.
- The Bank reserves the right not to proceed with this RFP or to change the configuration/coverage of the work or alter the timetable reflected in this document or to change the process or procedure to be applied, partly or wholly to matters specified herein. It also reserves the right to decline to discuss the matter further with any party expressing interest in this work. The decision of the Bank in all such matters shall be final. No reimbursement of cost of any type will be made to the entities expressing interest in this project. The bidder(s) shall bear its costs associated with or relating to the preparation and submission of their bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their bids. All such costs will remain with the bidder(s), regardless of the conduct or outcome of the bidding process.
- This disclaimer shall not be interpreted to reduce or dilute any provision of this RFP.

## 1. Schedule of Events

Α	Purpose	Empanelment of Event Management Agencies	
В	Validity Period of Empanelment	2 years	
С	Date of RFP available to the parties for viewing/ download	RFP may be downloaded from the Bank's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> from November 25, 2023	
D	Last date for requesting clarification	3:00 PM on December 05, 2023. All queries requiring clarifications shall be submitted over email.	
E	Date of Pre-Bid meeting (offline)	11.00 AM on December 06, 2023.	
F	Venue of Pre-Bid meeting	New Conference Room, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Fort, Mumbai- 400001	
G	Website publication of Pre-bid meeting minutes by the Bank	7.00 PM on December 08, 2023.	
Н	Last date and time for submission of bids	7:00 PM on December 20, 2023.	
I	Address for submission of bids	The Regional Director, Reserve Bank of India, Mumbai Regional Office, Special cell, HRMD, First Floor, Main Building, Fort, Mumbai- 400001	
J	Date and Time for opening of bids	11.00 AM on December 21, 2023, at New Conference Room, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, Fort, Mumbai- 400001.	
		Authorized representatives of Agencies may be present during the opening of the bids. The Bank may at its sole discretion decide to open the bids over video conference. However, Bids would be opened at the scheduled time, irrespective of whether the Bidders representatives are present or not, at the sole discretion of the Bank.	

K	Date of Presentation	The Bidders shall be advised separately through email for making their presentations on a subsequent date.		
L	Empanelment of Event Management Agencies	Selected Agencies list will be published in Website on January 25, 2024		
M	Earnest Money Deposit (EMD)	The RFP Application must be submitted along with an Earnest Money Deposit (EMD) amounting to a sum of ₹2,00,000/- (Rs. Two Lakhs Only) payable through NEFT before the close of business hours on December 19, 2023.  Failure to comply with this condition will render the bid void and the bid will be rejected.		
N	Account details for payment of Earnest Money Deposit (EMD)	A/c Number (Reserve Bank of India, Mumbai Regional Office):  A/c Name  RBI Special Cell <space>Your Bidder's Name  IFS Code:  RBIS0MBPA04</space>		
Ο	Liquidated damages	A sum equivalent 1% per week or part thereof of total Project Cost of the event subject to maximum deduction of 10% of total Project Cost for delay of each week or part thereof.		
P	Details of contact person of RBI	Mr. Saurabh Phelix Kachhap, Manager (8210087669/ 022-22603480) Email Id: specialcellmro@rbi.org.in  Swapnil Ajit Anikhindi, Assistant Manager (8355813785/ 022-22603534) Email Id: specialcellmro@rbi.org.in		

The Reserve Bank of India reserves the right to change the dates mentioned in this RFP, which will be communicated though its website.

Regional Director RBI, MRO

### अस्वीकरण

- बैंक ने इच्छुक पार्टियों को आधारभूत जानकारी प्रदान करने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि बैंक ने इस दस्तावेज़ में निहित जानकारी की तैयारी में उचित सावधानी बरती है और इसे सटीक मानता है, फिर भी न तो बैंक, न ही इसके कोई प्राधिकारी, न ही एजेंसियां, न अधिकारी, न कर्मचारी, न ही सलाहकार इसमें निहित जानकारी या किसी भी संबन्धित जानकारी की पूर्णता या सटीकता के बारे में कोई वारंटी देते हैं या इसका कोई प्रतिनिधित्व करते हैं, चाहें प्रत्यक्ष तौर पर या परोक्ष तौर पर। बैंक किसी भी विधि, संविधि, नियमों या विनियमों या अपकार, क्षतिपूर्ति के सिद्धांतों या अन्यायपूर्ण संवर्धन के तहत बोली लगाने वाले सहित किसी भी व्यक्ति के प्रति या अन्यथा किसी भी होने वाली हानि, क्षति, लागत या व्यय के लिए उत्तरदायी नहीं होगा जो इस आरएफपी में निहित किसी भी चीज़ के कारण या अन्यथा उत्पन्न हुई हों।
- यहाँ संपूर्ण जानकारी दिया जाना उद्देश्य नहीं है। इच्छुक पार्टियों द्वारा स्वयं पूछताछ कर लेना जरूरी
  है और अपने आवेदन दस्तावेज जमा करते समय उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी
  कि उन्होंने ऐसा किया है और वे केवल बैंक द्वारा प्रदान की गई जानकारी के भरोसे नहीं हैं। यह जानकारी
  इस आधार पर प्रदान की जाती है कि यह बैंक या उसके किसी प्राधिकरण या एजेंसी या अधिकारियों,
  कर्मचारियों, एजेंटों या सलाहकारों पर गैर-बाध्यकारी है।
- इस आरएफपी में दी गई जानकारी कई मामलों से संबन्धित है, जिनमें से कुछ विधि की व्याख्या पर निर्भर हो सकते हैं। दी गई जानकारी का उद्देश्य वैधानिक आवश्यकताओं का एक विस्तृत विवरण होना नहीं है और इसे कानून की पूर्ण या आधिकारिक स्थिति के रूप में नहीं माना जाना चाहिए। बैंक, उसके कर्मचारी और अन्य संबद्ध एजेंसियां यहां व्यक्त विधि पर किसी भी व्याख्या या राय की सटीकता या अन्यथा के लिए कोई ज़िम्मेदारी स्वीकार नहीं करती हैं।
- यह आरएफपी कोई करार नहीं है और न ही बैंक द्वारा संभावित बोलीदाताओं या किसी अन्य पार्टी के लिए कोई प्रस्ताव है। इस आरएफपी का उद्देश्य इच्छुक पार्टियों को ऐसी जानकारी प्रदान करना है जो उन्हें अपने प्रस्ताव तैयार करने में उपयोगी हो सकती है, यानी पात्रता/तकनीकी प्रस्ताव, इस आरएफपी के अनुसार आवश्यक दस्तावेज, इत्यादि। आवश्यकताओं के संबंध में इस आरएफपी में ऐसे विवरण शामिल हैं, जिसका बैंक या उनके सलाहकारों की धारणा अनुसार आकलन किया गया है। ऐसी धारणाओं,

आकलनों और बयानों से यह अभिप्रेत नहीं है कि इसमें वह सारी जानकारी शामिल है जिसकी प्रत्येक आवेदक/एजेंसी को आवश्यकता हो सकती है। इसका उद्देश्य है कि इसे केवल एक मार्गदर्शन के रूप में उपयोग में लिया जाये और न की सूचना के रूप में। बैंक या उनके किसी कर्मचारी या सलाहकार की ओर से आवेदक/एजेंसी(ओं) को इस आरएफपी में निहित या बाद में प्रदान की जाने वाली कोई भी जानकारी, वह चाहे मौखिक रूप से हो या दस्तावेजी रूप में या किसी अन्य रूप में, इस आरएफपी में निर्धारित नियम और शर्तों और ऐसी जानकारी दिये जाने के अन्य नियम और शर्तों के अधीन है।

- इस आरएफपी के जारी होने का मतलब यह नहीं है कि बैंक बोली लगाने वालों का चयन करने या एक वर्ष में किसी न्यूनतम मात्रा में काम की गारंटी देने के लिए बाध्य है और बैंक किसी भी या सभी आरएफपी प्रस्तावों को स्वीकार या अस्वीकार करने या बिना कोई कारण बताए आरएफपी को रद्द करने का अधिकार स्रक्षित रखता है।
- बैंक इस आरएफपी के साथ आगे नहीं बढ़ने या कार्य के ढांचे/दायरे को बदलने या इस दस्तावेज़ में दी गयी समय सारणी को बदलने या यहां निर्दिष्ट मामलों में आंशिक या पूर्ण रूप से लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। बैंक इस कार्य में रुचि व्यक्त करने वाले किसी भी पक्ष के साथ इस मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। ऐसे सभी मामलों में बैंक का निर्णय अंतिम होगा। इस परियोजना में रुचि व्यक्त करने वाली संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी। बोलीदाताओं को बैंक द्वारा मांगे जाने पर अपनी बोलियों के संबंध में या उससे संबंधित कोई अन्य तैयारी के लिए होने वाली लागत और प्रस्तुतिकरण से जुड़ी लागतों को स्वयं वहन करना होगा, जिसमें तैयारी, प्रतिलिपि, डाक शुल्क, वितरण शुल्क, नमूने, प्रदर्शन या प्रस्तुतियों से जुड़े खर्च शामिल हैं, लेकिन यह केवल इन्हीं तक सीमित नहीं है। बोली प्रक्रिया का परिणाम चाहें जो भी हो, ऐसी सभी लागतें बोली लगाने वालों की ही रहेंगी।
- इस अस्वीकरण की व्याख्या इस आरएफपी के किसी भी प्रावधान को कम करने या अन्यथा उसे कमजोर करने के रूप में नहीं ली जाएगी।

## 1. बोली प्रक्रिया की समय सारणी

ए	<b>उद्देश्य</b>	इवेंट मैनेजमेंट एजेंसियों को सूचीबद्ध करना	
बी	सूचीबद्धता की अवधि	16 महीने	
सी	जिस तिथि को पार्टियों द्वारा आरएफपी देखने/डाउनलोड किए जाने के लिए उपलब्ध होगी	आरएफपी को बैंक की वेबसाइट https://www.rbi.org.in से 25 नवंबर 2023 से डाउनलोड किया जा सकता है।  (एलसी टिप्पणी: यदि कोई विशिष्ट समय/समयाविध हो तो उसका उल्लेख किया जा सकता है)	
डी	स्पष्टीकरण अनुरोध करने की अंतिम तिथि	05 दिसंबर 2023 को अपराहन 3:00 बजे। स्पष्टीकरण के लिए सभी प्रश्न ई-मेल के माध्यम से प्रस्तुत किए जाने चाहिए।	
ई	बोली पूर्व बैठक की तिथि	06 दिसंबर 2023 को सुबह 11 बजे	
एफ़	बोली-पूर्व बैठक का स्थल	नया सम्मेलन कक्ष, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय, प्रथम मंज़िल, मुख्य भवन, फोर्ट, मुंबई- 400001	
जी	बोली-पूर्व बैठक में उठाए गए प्रश्नों पर स्पष्टीकरण बैंक के जिस सदस्य द्वारा दिया जाएगा	08 दिसंबर 2023 को शाम 7 बजे	
एच	बोली जमा करने की अंतिम तिथि और समय	20 दिसंबर 2023 को शाम 7 बजे	
आई	बोली जमा करने का पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय	

		कार्यालय, प्रथम तल, मुख्य भवन, फोर्ट, मुंबई-
		400001
जे	बोलियाँ खोलने की तिथि और समय	21 दिसंबर 2023 को सुबह 11 बजे
		नया सम्मेलन कक्षा, भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय
		कार्यालय, प्रथम मंज़िल, मुख्य भवन, फोर्ट, मुंबई- 400001
		बोली खोलने के दौरान विक्रेताओं के अधिकृत प्रतिनिधि
		उपस्थित रह सकते हैं। बैंक अपने विवेक से वीडियो
		कॉन्फ्रेंस के जरिए बोलियां खोलने का निर्णय ले सकता
		है। तथापि, बोली लगाने वालों के प्रतिनिधियों की
		उपस्थिति या अनुपस्थिति की परवाह किए बिना बैंक
		स्वविवेक से निर्धारित समयानुसार बोलियाँ खोलेगा।
के	प्रस्तुति की तिथि	बोलिकर्ताओं को उनके प्रस्तुतिकरण के लिए आगामी
		समय में ईमेल के माध्यम से अलग से सूचित किया
		जाएगा।
एल	इवेंट मैनेजमेंट एजेंसियों को सूचीबद्ध	चयनित एजेंसियों की सूची 25 जनवरी 2024 को
	करना	वेबसाइट पर प्रकाशित की जाएगी
एम	बयाना राशि (ईएमडी)	आरएफपी आवेदन को एनईएफटी के माध्यम से देय
		₹2,00,000/- (केवल दो लाख रुपये) की बयाना राशि
		(ईएमडी) के साथ 19 दिसंबर 2023 को कामकाजी घंटे
		के समापन से पहले प्रस्तुत किया जाना चाहिए। इस
		शर्त का पालन करने में विफलता की स्थिति में वह
		बोली रद्द और खारिज कर दी जाएगी।

एन	बयाना राशि (ईएमडी) के भुगतान के लिए खाता विवरण	खाता संख्या (भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय):	04869229904
		खाता नाम आईएफ़एस कोड:	आरबीआई स्पेसल सेल < > आपकी फ़र्म का नाम RBISOMBPA04
ओ	परिसमापन क्षति	प्रत्येक सप्ताह या उसके भाग की देरी के लिए इवेंट की कुल परियोजना लागत के 10% की अधिकतम कटौती की सीमा के अधीन प्रति सप्ताह कुल परियोजना लागत के 1% की दर से या उसके हिस्से के बराबर की राशि काटी जाएगी।	
पी	भारतीय रिज़र्व बैंक के संपर्क व्यक्ति का विवरण	श्री सौरभ फेलिक्स कच्छप, प्रबंधक (8210087669/ 022-22603480) ईमेल आईडी: specialcellmro@rbi.org.in स्विप्नल अजीत अनिखिंडी, सहायक प्रबंधक (8355813785/ 022-22603480) ईमेल आईडी: specialcellmro@rbi.org.in	

भारतीय रिज़र्व बैंक इस आरएफपी में उल्लिखित तारीखों को बदलने का अधिकार सुरक्षित रखता है, जिसे बैंक की वेबसाइट के माध्यम से सूचित किया जाएगा।

> क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक, मुंबई क्षेत्रीय कार्यालय

#### 2. DEFINITIONS AND INTERPRETATION

In this Request for Proposal (RFP) and the associated documentation, the following terms shall unless repugnant to the context or meaning thereof, have the following meanings:

- a. "Agency" shall mean the successful Bidder with who the Bank executes a Contract for the extension of Services contemplated under this Request for Proposal.
- b. "Bank Guarantee" shall have the meaning ascribed to the term EMD/PBG of this RFP.
- c. "Bid" shall mean the offer submitted by the Bidder to be appointed as the Agency for the extension of Services to the Bank. It is clarified that any references to the 'Bid', shall unless repugnant to the context or meaning thereof, mean and include all the documentation required to be submitted by the Bidder as per the terms of this RFP, to qualify for being appointed as the Agency.
- d. "Bidder" shall mean the entity that submits a Bid in response to this RFP to be appointed as the Agency.
- e. "Commercial/Financial Bid" shall mean the part of the Bid submitted by the Bidder setting out the proposed price (i.e., proposed Contract Consideration) payable to such Bidder on appointment as the Agency.
- f. "Contract" shall mean an agreement entered by the Bank with the successful Bidder appointing the Bidder as the Agency for the execution of Services. The term 'Contract' includes all the attachments and appendices to such an agreement, and all documents incorporated by reference in such an agreement.
- g. "Contract Consideration" shall mean the monetary amount payable by the Bank to the Agency for the Agency's performance of the obligations under the Contract.
- h. "Completion of Work" means that all the services undertaken by the Agency have been

successfully completed, and the final deliverables as part of such services, have been delivered to the Bank.

- i. "RBI" shall mean, the Reserve Bank of India.
- j. The expression "Bank" occurring in the tender document shall mean Reserve Bank of India.
- k. "RFP" shall mean this Request for Proposal for Empanelment of Event Management Agencies.
- I. "Services" shall mean the event management services to be undertaken by the Agency, as detailed in this RFP.
- m. "Sub-contractor" shall mean any person engaged by the Agency to perform any part of the Services.
- n. "Technical Bid" shall mean the part of the Bid submitted by the Bidder demonstrating the technical qualifications of the Bidder and evidencing the Bidder's qualification for appointment as the Agency in accordance with the eligibility criteria.
- o. "Website" shall mean the website of the Bank accessible at the following URL: <a href="https://rbi.org.in/">https://rbi.org.in/</a>

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#### Section I: Introduction, Purpose and Invitation

- 1. The Reserve Bank of India (RBI) is the central bank of India, whose primary function is to manage and govern the financial system of the country. It is a statutory body established in the year 1935 under the Reserve Bank of India Act, 1934. The Bank is planning to celebrate its 90th Anniversary from April 2024 to April 2025. As part of its 90th anniversary, the Bank would be conducting several programmes, events, exhibitions, conferences, conclaves, meetings, etc., pan-India from April 01, 2024.
- 2. With reference to the above, the Bank is desirous of empaneling agencies of repute in the field of event management. Accordingly, the Bank invites proposals from interested agencies willing to extend best-in-class event management services (conceptualization and implementation) as per the Scope of Work for successfully conducting events, planned as part of the Bank's 90<sup>th</sup> anniversary.
- 3. Interested agencies are requested to submit bids strictly conforming to the schedule and terms and conditions given in this RFP. The bids will be the basis for formally signing the contract with the selected Agencies.
- 4. Bidders shall bear all costs associated with the preparation and submission of their bids. The Bank is not bound to accept any or all proposals/bids and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. The Bank also reserves the right to re-issue the RFP, if it decides so.
- 5. The Bank may at its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. The Bank also reserves the right to not shortlist or appoint any or all Agency in respect of the services under this RFP/cancel the RFP without assigning any reasons, whatsoever.
- 6. For more details, please visit "Tenders" link on the Bank's website.

#### Section II: Scope of Work

The Scope of Work set herewith is only indicative and the Bidders shall be required to undertake an independent evaluation of the activities that may be required to successfully manage the events.

The Agency shall be responsible for organizing and managing the events from conception stage to completion stage, ensuring that everything runs smoothly according to the Bank's instructions/guidelines. Events may be planned for few days to months in one or many places and events will of varying size.

It may also be ensured that all applicable local / state / central government guidelines/rules/regulations are adhered to.

The Scope of Work shall include but is not limited to:

#### A) Venue related arrangements:

- a) Booking the venue (including the main venue, lounge, pre function areas, lunch/dinner venue, media booths, media briefing rooms, etc.) as per the dates of events finalized by the Bank.
- b) Arrange for all necessary permissions from government agencies to ensure that venue is compliant with all applicable rules, regulations and government guidelines.
- c) All necessary arrangements (construction of temporary structures, seating arrangements, help desks, registration desks, control rooms, etc.) and decorations at the venue including its entrance, dais, stage, pathways, etc. as per the theme of the event and installation of decorative plants.
- d) Pre-event and post-event cleaning of venue.
- e) Management of parking at the venue with provision of valet parking.
- f) Overall security arrangements (including CCTV cameras, X-ray bag scanners (where possible), metal detectors, issue of passes, etc.) keeping in mind that

events would be attended by VVIPs. The agency will also have to coordinate with Protocol & Security Establishment of the Bank, whose decision in security matters would be final and binding.

- g) Fire Safety arrangements and backup plans.
- h) Medical safety arrangements such as first aid kits, ambulance on standby etc.
- i) Separate entrances for general guests/participants and for VIPs.
- j) The venue shall be senior citizen and disabled friendly.
- k) Arrangement of chairs, tables at the venue taking into consideration the expected number of guests/participants. High quality executive chairs, sofas and tables shall be arranged for senior dignitaries, important / influential public figures and senior officials of the Bank.
- I) Provision of plush carpets wherever required.
- m) Arrangement of packaged drinking water and disposable cups at the venue.
- n) Arrangement of sufficient lighting at the venue including spotlights, stage lights, colourful lighting, etc.,
- o) Sufficient power backup / generator to run entire event including light and sound system, air conditioning, presentations, etc. It may be ensured that the generator is silent and environment friendly.
- p) Control room near stage area with chairs, computer, internet connection, telephone, photocopy machine, etc.,
- q) Arrangements for live broadcast of events in coordination with Department of Communication of Bank whenever required.
- r) Designing, printing and installation of banners, backdrops, standees, etc. for events as per the requirements of the Bank and in accordance with the venue.
- s) Construction of makeshift stalls for the purpose of information dissemination (if required).
- t) Arrangement of waste disposal mechanism to ensure that waste bins are placed at appropriate places and are emptied on a regular basis during the event and to follow the state/central government guidelines as applicable.
- u) Ensuring that the venue has good washrooms and that they have necessary toiletries and are cleaned on a regular basis.

- v) The selection of décor, furniture, delegate kits, media kits, gift items and designing of thematic installations shall follow the theme of the meeting/event. The color scheme, logo, theme related inputs will be provided by the Bank while the contents shall be designed and developed by the Agency. The Agency shall also be responsible for the printing and installation of publicity material.
- w) The Agency must ensure transfer of all necessary equipment and furniture to the venue well in advance to avoid last minute logistics and transportation challenges and post event dismantling of structures.
- x) The Agency will be required to visit the venue along with the Bank's officials to finalize the detailed plan of execution, well in advance. The Agency will be required to prepare and submit the complete minute to minute execution plan at least 30 days (or the date specified by the Bank whichever is earlier) prior to the conduct of meeting/event.
- y) Wherever possible sustainable eco-friendly practices will be encouraged.
- z) Any other arrangements as required by the Bank.

#### B) Human Resources:

- a) Coordinating with other agencies appointed by the Bank as well as liasoning with government departments for necessary approvals.
- b) Highest quality deliverables along with deployment of trained and professional manpower with utmost professionalism for all services shall be required from selected Agency.
- c) The Agency shall deploy technical teams consisting of professionals who possess both technical knowledge and experience for overseeing and conduct of such events.
- d) The selected Agency shall have sufficient backup of hardware and manpower in case of contingencies and additional requirements.
- e) Submitting innovative ideas for the events and designing the logo, tag lines, posters and presentations for the events.
- f) Designing and procurement of banners, electronic banners, personalized mementos, corporate gifts, etc. as required by the Bank.

- g) Preparation of budgetary estimates covering the cost of all major head of works, contingencies etc. for approval of the Bank.
- h) Appointment of a dedicated venue manager/ single point of contact for the Bank who shall be responsible for managing the entire event and has the relevant field experience.
- i) Arranging receptionists for welcoming guests as per protocol with flower bouquets as per requirement.
- j) Provision of well experienced anchors / MCs (emcee) who have excellent oratory skills in both English and Hindi with approved of the Bank.
- k) Adequate number of well-trained ushers at the stage and to guide guests to their seats.
- I) Production of short films as required by the Bank.
- m) Photographers and videographers to cover the events. Photo and video editors for making short films, videos, etc.
- n) Servers to serve the guests with approved menu.
- o) Curating the menu (including printing of multi-lingual designer menu) for breakfast / lunch / dinner / high tea etc., in consultation with the Bank.
- Provision of cooks, waiters, other staff, etc. whenever catering services are required.
- q) Provision of housekeeping personnel for keeping the venue clean before, during and after the event.
- r) Technicians who shall provide all technical and software support at the events.
- s) Designing, printing and issue of invitation cards, tickets, etc.
- t) Designing and printing of stationery and accessories like notepads, brochures, fixtures, schedules, letterheads, posters, certificates, coffee table books, etc.
- u) Provision of security personnel for the event and crowd managers.
- v) Provision of ID Card for all support personnel of the agency.
- w) All personnel should be dressed in neat and proper attire and should be soft spoken and well versed in English and Hindi as well as the language of the region where event will be planned.
- x) Any other support as required by the Bank.

#### C) Logistics / Transportation

- a) Booking of flight / train tickets as per details (including class of ticket) provided by the Bank / in coordination with agency appointed by the Bank.
- b) Arrangement of cars / buses (including the level of luxury) as per details provided by the Bank / in coordination with agency appointed by the Bank. It may be ensured that the cars and buses are in good condition and are not older than five years.
- c) Booking of hotel rooms as per details (including category of rooms) provided by the Bank / in coordination with agency appointed by the Bank.
- d) Transportation of personnel and material required by the event management company to and from the venue.
- e) Vehicle management at venue and coordination with concerned government / police departments for smooth functioning of regular traffic.
- f) Any other support as required by the Bank.

#### D) Hardware / Software / Technical Support

- a) Provision of laptops, computers, printers, scanners, charging points, charging cords, etc. at the venue.
- b) Ensuring / providing high speed and secure wireless (5G enabled) internet connection at the venue.
- c) Technical support team which will provide all technical / electric / electronic support at the venue.
- d) Arrangement of high-quality sound and music system (with enough microphones and collar microphones (all preferably wireless) with adequate number of mock-ups and sound checks factored in before the event. Arrangement of public address systems in control room.
- e) Ensuring availability / provision of air conditioners for indoor events and coolers / fans for outdoor events.
- f) Large LCD screens on stage and other areas with necessary equipment like pointers, video conferencing facility, projectors, etc. as per requirement.
- g) Any other support as required by the Bank.

#### E) Branding:

- a) The Agency shall design, print and install the logo and theme of the events organized at all event venues, Bank's premises, residential colonies, etc.
- b) Advertisements in public places desired by the Bank for specific duration and the Bidder to take care of permission, erection and maintenance.
- c) Any other requirements by the Bank.

#### F) Cultural Programs

- a) Set up for cultural performance.
- Sourcing of any other specialists as per event requirement e.g., subject experts, motivational speakers, artists, etc.,
- c) Artist Management and coordination.
- d) Any other requirements by the Bank.

#### G) General Points

- a) Insurance amount and coverage is decided after consulting with Bank and the insurance policies shall be procured from a reputable insurance provider. Agency is advised to procure insurance for meeting liabilities at its own expense. For any loss of property/life during event preparation and the event itself will be borne entirely by the Bidder and Bank will not be responsible for any claims.
- b) Dry run or simulation run prior to the events as suggested by Bank.
- c) The Bidder shall arrange drone shows and/or digital elements like augmented realties, holograms, etc. as required by the Bank. The contents will be designed and developed by the Agency/Subcontractor as suggested by the Bank. Appointment of Subcontractor for the purpose of drone show for specific events will be after due approval from the Bank.
- d) There could be some last-minute changes in requirements as requirements are dynamic in nature. Since this event is of prestige and importance, selected the Bidder must always maintain redundancies and alternate plan of execution.

- e) The Bidder shall submit the documents/executables and data related to event management during and after the completion of the event in a timely manner and in proper format as required by the Bank.
- f) The Bidder appointed as the Agency will work up till the completion of all obligations and responsibilities in respect of events, as more particularly detailed in the contract executed between the Agency and Bank.

## Section III: Bidder's Eligibility Criteria and Technical Bid Evaluation

Bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr No.	Eligibility Criteria	Documents to be submitted
1	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.	Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. (Refer Section V: Form A)
2	The Bidder must have experience of minimum 05 years in providing event management services as on March 31, 2023.	Certificate of completion of the
3	The Bidder must have an average Turnover of ₹25 crores during last 3 Financial years 2020-21, FY 2021-22 and FY 2022-23.	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2020-21, FY 2021-22 and FY 2022-23. (Refer Section V: Form F)
4	The Bidder should be a profitable entity (based on PAT) during last three financial years namely FY 2020-21, FY 2021-22 and FY 2022-23.	along with Profit and Loss

5	The Bidder should have managed at	Work order / PO / completion
	least 10 different events worth at least	certificate from the clients with
	₹5 lakhs in last 3 years of which four	amount on the client's letterhead.
	events should have been of at least	(Refer Section V: Form C, H)
	worth ₹25 lakhs per event.	
6	The Bidder should have qualified	A self-declaration on the agency's
	professionals matching the expertise	letter heads to be submitted along
	expected in the scope of the work as	with CV of the present employees
	may be required for successful	who are expertise in the relevant
	management of events. Minimum of 15	fields. (Refer Section V: Form E)
	professional expertise in payroll as of	
	November 2023.	
7	Diddore should not be under	A solf declaration on the arrange
7		A self-declaration on the agency's
	debarment/blacklist period for breach of	,
	contract/deficiency in Services/	Section V: Form I)
	fraud/corrupt practices by any Scheduled Commercial Bank/ Public	
	Sector Undertaking / State or Central	
	Government or their agencies/	
	departments as on the date of	
	submission of bid for this RFP. Also,	
	they should not have been	
	debarred/blacklisted for breach of	
	contract/ deficiency in	
	Services/fraud/corrupt practices by any	
	Scheduled Commercial Bank/Public	
	Sector Undertaking/State or Central	
	Government or their	
	agencies/departments anytime during	
	the last three years. Bidders should not	
	,	

	have been found guilty or penalized by		
	any Court.		
8	Past/present litigations, disputes, if any	Brief details of litigations, disputes,	
	(Adverse litigations could result in	if any are to be given on Company's	
	disqualification, at the sole discretion of	letter head. (Refer Section V: Form	
	the Bank)	J)	
9	The Bidder should be able to provide	A list of all the offices of the Agency	
	•		
	full on-site services in all parts of the	in the country along with suitable	
	country / should have country wide	documentary evidence such as	
	presence.	copy of latest Landline phone bill	
		/Electricity bill/ Registration with	
		shop and establishment Dept. /	
		Registered rent or lease agreement	
		in the name of bidder, etc. The	
		Agency shall also submit a list of	
		locations where it has provided	
		event management services of	
		scope above ₹5 Lakhs. (Refer	
		Section V: Form C)	

#### **Other Criteria**

- a. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- b. Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.

c. Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bid not substantially responsive to this document in every respect will be at the Agency's risk and may result in rejection of the bid.

## **Technical Evaluation Matrix**

Sr No.	Particulars	Criteria	Assigned
			Marks
1	Work Experience (in Years)	,	
	No. of Years of Experience in	More than 10 years	10
	Event Management	7 years to less than 10 years	7
		5 years to less than 7 years	5
2	Turnover	L	
	Average Turnover during	More than ₹50 crores	15
	last 3 Financial years 2020-	More than ₹35 crore and up	11
	21, FY 2021-22 and FY	to ₹50 crore	
	2022-23.	₹25 crore and up to ₹35	7
		crore	
3	Number of events (₹25 Lakh	ns and above)	
	No of Events conducted in	More than 20	10
	the last 3 years where the	11 – 20	7
	total cost of event was above	11 – 20	'
	₹ 25 Lakhs	4-10	5
4	Value of largest event		
	Event with the largest	More than ₹10 crores	15
	contract value conducted in	₹3 crores – ₹10 crores	11
	last 3 years	Less than ₹3 crores	7
5	Presentation	L	
	Presentation describing majo	r events handled by the Max	imum 50 marks
	agency during the last three y	gned.	
	management capabilities, awards received, talent pool		
	employed, creative ideas implemented, technology		
	utilized, etc. The Bank appointed committee will		
	evaluate presentation before awarding marks.		

The minimum score for qualifying in the technical evaluation will be 70 marks out of 100.

#### Final Empanelment of the Eligible Bidders

The bidders with the highest scores will be empaneled (Top five agencies or as decided by the Bank). The Bank reserves the absolute right to increase/decrease the number of agencies as may be required at its sole discretion. As the RFP's scope is concerned with empanelment of event managers, no single bidder will be selected.

#### Award of the Event Management Work

From the empaneled Event Management Agencies before the actual event, Bank will get the quotation specific for the event from all the Empaneled Agencies for the specific event. The Agency which has quoted the lowest bid will be awarded that specific event related work. On need basis quotation for one or more events will be combined as required by Bank. Financial Bid specific to the event is expected to be submitted at Online MSTC Portal/in closed envelope on notification from the Bank.

It is to inform that, at present, Bank invites bids for works with estimated cost more than Rs 5.00 Lakh only through e-tendering mode on MSTC portal. However, Bank reserves the right to invite bids/tenders/quotations through any mode (physical or electronic) on any portal it may deem fit. The Agencies are required to register themselves on MSTC portal within 10 days from the date of empanelment, failing which Bank may delist their names from Empanelment list.

#### **Section IV: General Terms and Conditions**

#### 1. Cost of Bid Document

The Bid Document is available free of cost.

#### 2. Clarification and amendments on RFP/Pre-Bid Meeting

- a. Bidder requiring any clarification may notify the Bank by e-mail (contact details provided in Schedule of Events) within the date/time prescribed in the Schedule of Events.
- b. The Bank shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should the Bank deem it necessary to amend the RFP because of a clarification or otherwise, it shall do so following the procedure under para e below.
- c. A pre-bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- d. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- e. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating

Bidders. The Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of bids to allow prospective Bidders a reasonable time to prepare the Bid, after taking the amendment into account.

- f. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- g. Queries received after the scheduled date and time will not be responded/acted upon.

#### 3. Contents of Bid document

- a. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- b. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as a guideline for Bidders.
- c. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in this RFP and/or any addenda/corrigenda or clarifications issued in connection thereto.
- d. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English/Hindi.
- e. The information and documents provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### 4. Earnest Money Deposit

a. As a part of its Bid, the Bidder should submit Earnest Money Deposit (EMD) in the form of NEFT as given in schedule of event, along with the other required documents, for an

amount equivalent to ₹2,00,000(Rupees Two lakhs only) (hereinafter referred also as "Bank Guarantee"). Bank Guarantee submitted by unsuccessful Bidders shall be returned within one month after the completion of bidding process except otherwise provided in the RFP. Bank Guarantee (EMD) submitted by the winning Bidder shall be returned within one month after completion of validity period mentioned in schedule of events in this RFP. No interest is payable on EMD.

- b. **Bid not accompanied by EMD:** Any bid not accompanied by an EMD as mentioned above, shall be summarily rejected by the Bank, without any further correspondence.
- c. Forfeiture of EMD: The EMD shall be forfeited if:
- (a). The Bidder withdraws its Bid during the Bid validity period; or
- (b). The winning Bidder fails to execute the Contract within specified duration as notified by the Bank or
- (c). If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of the Contract and/or conceals or suppresses material information; or
- (d). The selected Bidder fails to submit the Performance Guarantee within the specified time given by the Bank. In such instance, the Bank at its discretion may terminate the Contract without giving any notice; or
- (e). The Bidder fails to commence the performance of the services within the prescribed time limit. The successful Bid, if withdrawn during the Bid validity period, is also liable for forfeiture of the EMD.
- d. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank, in future for specific period, as per sole discretion of the Bank.

#### 5. Bid Preparation and submission:

The Bid is to be submitted in a sealed envelope and is to be prominently marked as

'Request for Proposal for Empanelment of Event Management Agencies'. This envelope should contain the following documents (Refer Annex II) and should be properly sealed:

- a. Bid covering letter/Bid form on the lines of Application Form on Bidder's letter head.
- b. All other forms (Form A to Form K) as attached in RFP with supporting documents.
- c. Any deviations sought from technical criteria/specifications given in RFP.
- d. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- e. Presentation in the form of pdf in email as well as hardcopy (print).

Bidders may please note:

- a. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- b. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- c. The Bidder must provide specific and factual replies to the points raised in the RFP.
- d. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- e. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids.
- f. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.

- g. The Bid document shall be spirally bound.
- h. The Bank reserves the right to reject Bids not conforming to above.
- i. The envelope shall be addressed to the Bank and delivered at the address given in Schedule of Events of this RFP and should have the name and address of the Bidder on the cover.
- j. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

#### 6. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected by the Bank.

#### 7. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification, including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.
- b. No modification in the bid shall be allowed, after the deadline for submission of bids.
- c. No bid shall be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the Bank in the RFP.

Withdrawal of a bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

d. Withdrawn bids, if any, will be returned unopened to the Bidders.

#### 8. Bid Validity

Bids shall remain valid for a period of 150 days after the date of bid opening or as may be decided by the Bank. The Bank holds the right to reject a bid valid for a period shorter than 150 days as non-responsive, without any correspondence.

#### 9. Bid integrity:

Willful misrepresentation of any fact within the bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

#### 10. Prices and Currency

- a. The bid prices should be in Indian Rupees. The bid price quoted is to be written in words as well as in figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be correct.
- b. The price quoted should be exclusive of all taxes and should be valid till the event completion.
- c. No request for any escalation of cost/price shall be entertained once financial bid is submitted.
- d. Price for the additional work requirement arising during the event will be decided on mutual consultation.

#### 11. Bidding process/opening of Technical Bids:

a. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events of this document. The technical bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids would be opened at the scheduled time, irrespective of whether the Bidders representatives are present or not, at the sole discretion of the Bank.

b. In the first stage, the technical bids will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and who agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those bids which comply with the eligibility criteria shall become eligible for further RFP evaluation process.

- c. The Bank will examine the bids to determine whether they are complete, in required formats, properly signed, whether EMD for the desired amount is available and whether the bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the responsiveness of each bid to the bidding Document. For purposes of these Clauses, a responsive bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.
- e. The Bank's determination of a bid's responsiveness will be based on the contents of the bid itself, without recourse to extrinsic evidence.
- f. After opening of the technical bids and preliminary evaluation, the Bidders will be asked to make presentations on the services proposed to be offered by them.
- g. If a bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### 12. Technical Evaluation:

- a. Technical evaluation of only those bids will be carried out which are prima facie and found to be responsive and where all the required papers and EMD, Forms etc. have been furnished. Before technical evaluation, the Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The Bank will reject the bid determined as not substantially responsive.
- b. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their services. The Bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank, the capability of the services to support all the required functionalities at their cost.
- c. During evaluation and comparison of bids, the Bank may, at its discretion ask the Bidders for clarification on the bids received. The request for clarification shall be in writing/email and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained.
- d. The Bank reserves the right to evaluate the bids on technical & functional parameters including site visit and witness demos of the system and verify functionalities, response times, etc.
- e. The total marks scored in the scoring matrix (out of 100) will be considered as the technical score of the Bidder.
- f. The minimum score for qualifying in the technical evaluation will be 70 marks out of 100.

#### 13. Evaluation of Bids and Finalization:

- a. Marks for Technical evaluation will be awarded to the bidders as per the Evaluation Matrix.
- b. All the eligible Bidders will have to give a presentation in front of a committee constituted by the Bank on a given date and time. All the presentations will be evaluated by the committee constituted by the Bank.
- c. The final score of the Bidders will be awarded based on the evaluation mechanism as per the Evaluation Matrix.
- d. The Bidders with the highest scores in the order of merit as per the evaluation criteria will be selected for empanelment.

#### 14. Contacting the Bank:

- a. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time, the Contract is awarded.
- b. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid.

#### 15. Empanelment Criteria:

- a. Bank will notify the successful Bidders in writing by letter or email that their technical bid has been accepted. The Selected Bidders must acknowledge the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- b. The successful Bidders will have to submit a Non-Disclosure Agreement (wherever applicable), strictly on the lines of format provided in this document together with acceptance of all terms and conditions of RFP.
- c. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- d. The notification of empanelment will give eligibility to attend the financial bids for the events which the Bank decides to avail the service.
- e. Until the execution of a formal contract, this RFP, together with the Bank's notification of empanelment and the Agency's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- f. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- g. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- h. Upon notification of empanelment to the successful Bidders, the Bank will promptly notify the empanelment to the successful Bidders on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- i. The notification of award and issuance of offer letter to the successful bidders shall only mean empanelment as one of the agencies for providing event management services for the Bank and does not in any manner guarantee any event management work that the selected bidder may be given/allotted. The allocation of events will be decided separately for each such requirement of the Bank. The Bank will call for separate technical and / or commercial bids from the empaneled agencies for each event depending upon the nature and scope of such events and shall award the work to the agencies accordingly.

#### 16. Powers to Vary or Omit Work:

a. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation

and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price.

b. In any case in which the successful Bidder(s) has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

c. If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

#### 17. No Waiver of Bank Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise

affect or prejudice the rights of the successful Bidder against Bank.

#### 18. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### 19. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

#### 20. Performance Bank Guarantee:

- a. Performance Bank Guarantee [PBG] for the amount with validity period specified by the Bank for an event strictly as per the format provided is to be submitted by the finally selected Bidder. The PBG must be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid being finally selected. Work order will be released only after receipt of the Performance Bank Guarantee.
- b. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the successful Bidder results in imposition of Liquidated Damages, then too the Bank reserves the right to invoke the PBG.
- c. PBG shall be valid for the period from the date of execution of the PBG up to the date of Completion of Work, as specified by the Bank.
- d. PBG is non-interest bearing.
- e. The PBG amount will be notified by the Bank before the financial bid of the event and

may range from 5%-10% of the estimated budget of an event.

f. In case the winning Bidder does not submit the PBG, the Bank shall, at its discretion, be entitled to terminate the arrangement with the winning Bidder without notice or withhold an amount equal to the value of the PBG from the payments due to the Bidder.

#### 21. Penalties:

- a. If Any damage caused to the reputation of the Bank due to any mismanagement in the event handling or execution of the services by the agency or its subcontractors, it will be liable to pay 5 times the cost of the event to the Bank within 15 days or else Bank will take legal action against the agency.
- b. If the agency uses the brand/name of the Bank for any other purpose without its prior permission, agency will be liable to pay the penalties imposed by the Bank.
- c. If the agency after taking up the work for an event, leaves it in incomplete due to any reason, the agency would have to pay 5 times the cost of the event to the bank.

#### 22. Right to Verification:

The Bank reserves the right to verify any or all the statements made by the Bidder in the bid/tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction the Bidder's capacity/capabilities to perform the job.

#### 23. Validity of Agreement:

The Agreement/ SLA will be valid for the period as specified in schedule of events. The Bank reserves the right to terminate the Agreement as per the terms of RFP/Agreement.

#### 24. Limitation of liability:

a. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Bidder shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Agency will ensure Bank's data confidentiality and shall be responsible for liability arising

in case of breach of any kind of security and/or leakage of confidential Bank related information to the extent of loss so caused.

- b. The limitations set forth herein shall not apply with respect to:
- (a) claims that are the subject of indemnification pursuant to IPR infringement,
- (b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Agency,
- (c) damage(s) occasioned by Agency for breach of Confidentiality Obligations,
- (d) When a dispute is settled by the Court of Law in India.
- (e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank.

#### 25. Non-Disclosure Agreement

- a. The prospective Bidders and Bidders should treat all documents, information, data and communication of and with the Bank, which is not publicly disclosed by the Bank, as privileged and confidential. Such documents, information, data and communication shall constitute 'Confidential Information of the RBI'.
- b. The prospective Bidders and the Bidders shall keep all Confidential Information of the RBI confidential and tender to it with the same degree of care as it would treat its own confidential information. The prospective Bidders and Bidders should note that the Confidential Information of the RBI should be used only for the purposes of this RFP should not be disclosed to any third party for any reason whatsoever.
- c. It is clarified that the winning Bidder shall abide by the non-disclosure clause, post the announcement of the winning Bidder, until the replacement of the confidentiality obligations under this sub-section with confidentiality obligations under the Contract.
- d. Prospective Bidders and Bidders may disclose the Confidential Information of the RBI only to such of its employees, advisors and personnel as have a need to know such Confidential Information for the purposes of this RFP and such disclosure shall be subject

to such persons to whom the Confidential Information of the RBI is disclosed being subject to confidentiality obligations at least as strict as those contained under this subsection.

#### 26. Guidelines of Sexual Harassment Act 2013

- a. The Agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, prohibition and redressal) Act, 2013" and for educating its employees and personnel about the same. In case of any complaint of sexual harassment within the workplace of the Bank is received against the personnel of the Agency, the same will be referred to the Internal Complaints Committee constituted by the Agency under the said Act and the Agency shall ensure appropriate action under the said Act with respect to the complaint.
- b. The Agency shall be responsible to pay any monetary compensation ordered to be paid to the victim of sexual harassment by personnel of the Agency.
- c. Any complaint of sexual harassment from any aggrieved employee of the Bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- d. The Agency shall provide a complete and updated list of its resources who are deployed within the Banks premises.

#### 27. Intellectual Property Rights

The Agency will ensure that there is no violation of Intellectual Property Rights (IPR) or any other law in force while rendering the Services.

#### 28. Indemnity

a. The Agency shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims arising out of / relating to the performance of the Services including those of infringement of IPR, including patent, trademark, copyright, trade secret or industrial design rights, arising from the actions of the Agency, in India or internationally.

The Agency shall expeditiously meet any such claims.

b. If the Bank is required to pay compensation to a third party resulting from infringement of IPR by the Agency or otherwise on account of any wrongful actions attributable to the Agency, the Agency shall fully reimburse the Bank thereof, including all expenses and court and legal fees.

c. The agency shall also be liable to indemnify the Reserve Bank, at its own cost and expenses, against all losses/damages, which the Reserve Bank may suffer on account of violation by the agency of any or all national/international trade laws, norms, standards, procedures etc.

d. Selected Agency shall execute an Undertaking indemnifying the Reserve Bank of India at the time of execution of the contract.

#### 29. Subcontracting

The selected Agency may sub-contract some part of the Services in this RFP, with the prior written approval of the Bank, the approval of which shall not be unreasonably withheld. However, the Agency will be entirely and solely responsible for the execution and performance of the Services and will be wholly responsible and liable for the actions of the Sub-contractors.

#### 30. Delay in the Agency's Performance:

a. Services shall be made by the Agency within the timelines prescribed in the contract document.

b. If at any time during performance of the Contract, the Agency should encounter conditions impeding timely delivery and performance of Services, the Agency shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Agency's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Agency's' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

c. Any delay in performing the obligation/ defect in performance by the Agency may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

#### 31. Contract

- a. The winning Bidder will be required to enter a standard form Contract as provided by the Bank, the material terms of which shall include but not be limited to the following:
  - i. the obligations of the Bidder to perform the Services as detailed under the RFP.
  - ii. PBG amount should be deposited with the Bank by the lowest bidder within 14 days from opening of the financial bid of the specific event.
  - iii. the payment schedule for the payment of the Contract Consideration by the Bank for the performance of the Services by the Bidder. It is clarified that the Contract Consideration shall be payable by the Bank upon the Completion of Work, and no amount of the Contract Consideration shall be payable by the Bank in advance of the Completion of Work.
  - iv. standard representations and warranties required to be furnished by the Bidder including representations and warranties relating to capacity to contract, compliance with applicable law, non-infringement of third-party intellectual property rights and non-disparagement.
  - v. the termination rights of each of the Bidder and the Bank and the consequences of termination.
  - vi. the obligation of the Bidder to indemnify the Bank for breach of the Contract.
  - vii. covenants on the suspension of obligations and the right to terminate, in the event of a force majeure event, dispute resolution clause where under it shall be specified that jurisdiction for disputes arising out of the Contract shall vest with the courts in Mumbai.

- viii. standard mutual confidentiality obligations on the Bank and the Bidder.
- ix. the responsibility of the Bidder for the actions of Sub-contractors engaged by the Bidder.
- x. Non-Disclosure Agreement/Clauses.

#### 32. Obligations of the selected agencies (Successful Bidders):

- a. The Agency is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b. The Agency is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- c. The Agency will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- d. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors. The Agency is responsible for full background check of all the persons employed by the Agency or sub-contractor for the purpose of work given in RFP and wherever needed police verification may also be obtained.
- e. Formation of team members or change in persons employed by the Agency for event management is only after consultation with Bank.
- f. The Bidder shall be liable to discharge all the statutory liabilities such as Minimum Wages, ESI, employee compensation, EPF contributions, etc. A reference may be made to all Central Government laws/ guidelines in this regard. The workmen should be paid

the minimum wages under the Minimum Wages Act, 1948 and rules made thereunder, and any notifications issued by the concerned government/s thereunder. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965, and ESI under ESI Act, 1948, as may be applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The total premium shall be borne by the agency. The Agency shall have a valid EPF Account for making EPF Contribution for its workmen. Written records and documentary proof for having made these payments shall be submitted to the Bank, for its verification if asked for. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract at the risk and cost of the Contractor. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970, and all other applicable laws. The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.

#### 33. Liquidated Damages:

If the Agency fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in Schedule of Events. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

#### 34. Code of Integrity and Debarment /Banning:

a. The Bidder 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 Bank shall reject 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/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

- b. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- c. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- d. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) "corrupt practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- (b) "Fraudulent practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract.
- (c) "Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (d) "Anti-competitive practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

(e) "Obstructive practice" means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information.

#### 35. Pre-Contract Integrity Pact

- a. Successful Bidders shall note that the pre-contract integrity pact is required to be submitted as notified by the Bank and the same shall form part of the contract and will be valid for the tenure of the contract and extension of the contract, if any, thereafter.
- b. The Bank appointed Independent External Monitors (IEMs) will oversee the bidding process and current IEMs are (i) Shri Vishwanath Giriraj, IAS (Retd.), E-mail ID: <a href="mailto:vgiriraj@rediffmail.com">vgiriraj@rediffmail.com</a> and (ii) Shri Divya Prakash Sinha, IPS (Retd.), E-mail ID: <a href="mailto:dpsinha.ips@gmail.com">dpsinha.ips@gmail.com</a>

#### 36. Force Majeure

Neither party shall be responsible for any delay/failure to perform the obligations due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockout, epidemic, pandemic, change in rules or any Government Act.

#### 37. Termination for Default:

- a. The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the Agency, may terminate the Contract in whole or in part for any of the following reasons:
  - If the Agency fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank

- pursuant to conditions of contract or if Agency fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
- ii. If the Agency(s) fails to bid or respond to/for three consecutive bids/offers given by the Bank without assigning any satisfactory reasons to the Bank in writing or on email: or
- iii. If the Agency fails to perform any other obligation(s) under the contract; or
- Laxity in adherence to standards laid down by the Bank; or
- v. Discrepancies/deviations in the agreed processes and/or Services.; or
- vi. Violations of terms and conditions stipulated in this RFP.
- b. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Agency, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services like those undelivered, and the Agency shall be liable to the Bank for any increase in cost for such similar Services. However, the Agency shall continue performance of the Contract to the extent not terminated.
- c. If the contract is terminated under any termination clause, the Agency shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Agency or to the Bank.
- d. During the transition, the Agency shall also support the Bank on technical queries/support on process implementation.
- e. The Bank's right to terminate the Contract will be in addition to the levy of penalties / liquidated damages and other actions as deemed fit by the Bank.
- f. In the event of failure of the Agency to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted

with another Agency. In such case, the Bank shall give prior notice to the existing Agency. The existing Agency shall continue to provide services as per the terms of contract until a 'New Agency' completely takes over the work. During the transition phase, the existing Agency shall render all reasonable assistance to the new Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Agency is in breach of this obligation, they shall be liable for paying a penalty of as provided in this RFP on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

#### 38. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Agency, if the Agency becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### 39. Termination for Convenience:

The Bank, by a written notice of not less than 90 (ninety) days sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that the termination is for the Bank's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Agency shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

#### 40. Termination of contract by Contractor:

The Contractor shall not terminate the Contract for the minimum period as specified by the Bank from the date of awarding of the Contract and thereafter may terminate the contract by giving three months' prior notice in writing, in case it decides to stop the services. In the case of failure to provide the services for the minimum period, the Bank has the right to forfeit the Security deposit. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

If the payment of the amount payable by the Bank is in arrears and unpaid for 60 days, after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, and he shall be entitled to recover from the Bank, payment for all works executed for event management. In arriving at the amount of such payment, the net rates quoted on financial bid shall be followed or where the same may not apply, valuation shall be made by the Bank.

#### 41. Disputes Resolution (applicable in case of successful Bidders only):

All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Contract or in discharge of any obligation arising out of this RFP and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 90 (ninety) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the exclusive jurisdiction of competent civil courts of Mumbai only.

#### 42. Governing Language:

The governing language shall be English/Hindi.

#### 43. Applicable Law & Jurisdiction:

The Contract/RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

#### 44. Taxes and Duties:

- a. The Agency shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- b. Prices quoted, wherever applicable, should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST/Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet.
- c. Only specified taxes/ levies and duties will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder.
- d. Prices payable to the Agency as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items/services for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement because of this RFP process shall be borne by the Agency. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### 45. Tax deduction at Source:

a. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Agency. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Agency from his responsibility to pay any tax that may be levied in India on income and profits made by the Agency in respect of this contract.

b. The Agency's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Agency shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.

#### 46. Notices:

Any notice given by one party to the other pursuant to this RFP/contract shall be sent to other party in writing and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

#### 47. Terms of Payment:

a. The Agency will submit invoices on the completion of the activity for necessary settlement. The invoices should be submitted along with list of work initiated/completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.

b. The Bank will pay to the agency only and not to any other sub-contractor/third party directly whose services would be utilized to implement any of Bank's events or related work.

- c. The Tax and GST/VAT component shall be payable as applicable and as per actuals.
- d. The bank will make the payment within the period of 60 days after receiving the bill from the agency.

#### 48. Other Information:

- a. Raw Stock / unmixed versions / unused footage, photographs of the event will be the property of Bank and the same are required to be handed over to the Bank.
- b. The Agency will be responsible for copy right issues concerning usage of images, footage, audio, video, text material, etc. obtained through various sources. The Bank will not be a party to any disputes arising out of copyright violation by the Agency.
- c. The Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. The Bank may assist the Agency in this regard, wherever possible.
- d. The Agency will at no time resort to plagiarism. The Bank will not be a party to any dispute arising on account of plagiarism resorted to by the Agency. The agency will indemnify the Bank against any claim, laws, damages, etc. arising out of the agency having resorted to plagiarism or violation & IPR of any third party.

### Section V: Forms Application Form

The Regional Director Reserve Bank of India Mumbai Regional Office Fort, Mumbai – 400 001

### Notice inviting Request for Proposal (RFP) for Empanelment of Event Management Agencies

Dear S	Sir,					
	, gement services to the		· ·			event otioned
Reque	est for Proposal.					
Our de	etails are as under:					
1. Nan	ne of the person / Inst	tution	:			
2. Add	lress:					
3. Pho	ne No:					
4. Ema	ail-ID:					
5. Wel	bsite:					

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online auction to be conducted by the Bank's authorized Agency, on the date advised to us.

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the Agency and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices which we will submit will be arrived at without agreement with any other
   Bidder of this RFP for the purpose of restricting competition.
- The indicative prices which we will submit will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The documents submitted for technical bid evaluation are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 3. If our offer is accepted, we undertake to complete the formalities for providing services within the period specified in this document or as advised by the Bank.
- 4. I/We agree to abide by all the bid terms and conditions, contents of contract agreement and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- 5. Until a formal contract is executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
- 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly

or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Bidder from further bidding process.
- 9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
- 10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require supplementing or authenticate the qualification statement. We also acknowledge the right of the Bank to reject our bid/application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
- 11. We understand that you may cancel the bidding process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any bid you may receive, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- 12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 13. If our bid is accepted, we undertake to enter and execute at our cost, when called

upon by the Bank to do so, a contract in the prescribed format and we shall be jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder who will be empaneled as Event Management

Agencies shall be displayed on the website of the Bank and/or communicated to the

successful Bidder(s).

15. We certify that regarding matters other than security and integrity of the country, we

have not been convicted by a Court of Law or indicted or adverse orders passed by a

regulatory authority which could 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.

16. We further certify that regarding 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 Associates.

17. We further certify that no investigation by a regulatory authority is pending either

against us or against our Associates or against our CEO or any of our Directors/

Managers/ employees.

18. We hereby undertake and agree to abide by all the terms and conditions stipulated

by the Bank in the RFP document.

(Signature, name and address of the Applicant's executive duly authorized to sign on

behalf of the Applicant)

For and on behalf of .....

(Name and address of the Applicant) (Seal of the Applicant)

### Form A General Information

(To be provided on Letter Head of the Bidder)

Note – If the applicant is applying under Joint Venture or under sub- consultancy arrangement, then details of all the entities to the arrangement should be provided. Attach separate sheets, if necessary.

Sr	Particulars	Applicant Information
No		
1	Name of the Applicant	
2	Please specify, the application is submitted-	
	(a) Independently or	
	(b) Joint Venture or	
	(c) under sub-consultancy arrangement	
	If submitted under (b) or (c), provide names of the	
	all the firms / partners included thereunder. In case	
	of JV, name the firm which will represent the JV.	
3	Details of Registration - Registering Authority, Date	
	and Registration No. etc.	
	Please mention the primary business / activity of	
	the firm(s). (Attach an attested photocopy of	
	Certificate of Registration)	
4	Legal Status of the Applicant / Type of the	
	organization: (Whether Partnership Firm / Private	
	Limited company/ Public Limited Company / Co-	
	operative Body)	
5	Registered Address	
6	Telephone	
7	E-mail id	
8	In case the company is subsidiary, the involvement,	
	if any, of the Parent Company in the Project	
9	Number of years of Event Management Experience	
10	Number of Event Management projects carried out	
	and successfully completed during the last 3 years	
	(Details to be given in Form- "C" separately)	
11	Names of Bankers and their full address (Solvency	
	certificate from the Bank shall be submitted	
	separately by the Banker/s)	
12	A. State whether in-house expertise is available for	

	all services/sub-systems.	
	B. If not, details of sub-consultants to be involved	
	in the project under sub-consultancy arrangement	
	(applicable if applied under sub-consultancy	
	arrangement)	
13	Name, Address and other details of the Chartered	
	Accountants of the Firm	
14	Has the applicant or any constituent partner in case	
	of partnership firm, ever been debarred / black-	
	listed for competing in any organization at any	
	time? If so, give details	
15	Whether any Civil Suit/ Litigation arisen in the	
	contracts executed/ being executed during the last	
	5 years. If yes, please furnish the name of the	
	project, organization, nature of work, contract	
	value, work order, date and brief details of litigation.	
16	Name, Address and other details of the legal	
	advisors/solicitors, if any, of the applicant	
17	Has the applicant or any constituent partner in case	
	of partnership firm, ever been convicted?	
18	Name and communication details of representative	
	for resolving the Bank's queries, if any, with regards	
	to the RFP.	
19	Address of office through which the proposed work	
	of the Reserve Bank of India will be handled and	
	the name and designation of the Officer-in-Charge.	

Signature, name and address	of the Applicant's	executive duly	authorized to	sign on
pehalf of the Applicant)				

# Form B Company Profile

(To be provided on letter head of the Bidder)

Name of the Bidder		
Date of Incorporation / Esta	ablishment	
PAN Number		
GST Identification Number		
EPF Registration		
ESI Registration		
Labour License		
Office Address for Postal C	communication	
Registered Office Address		
Authorized Signatory	Name	
Details (Company/Firm	Designation	
Authorization by the	Email	
competent authority, to be	Phone/ Mobile No.	
attached)	Priorie/ Mobile No.	
	Name	
Details of Contact other	Designation	
than Authorized Signatory	Email	
	Phone/ Mobile No.	
(Signature, name and address	of the Applicant's exe	ecutive duly authorized to sign on behalf of
For and on behalf of(Name and address of the App		olicant)
,	/ (	,

## Form C Details of largest eligible events (>₹5 lakhs) completed during the last 3 years

(Duly supported by Work Orders and Completion Certificates)
(To be provided on Letter Head of the Bidder)

Sr	Name	Nature of	Name and	Event	Any other
No.	and	work	Address of the	cost (in ₹	relevant
	Locatio	involved in	client where	Thousand	information (such
	n of	the Event	works have	s)	as highlighting
	Event		been carried out		major
					achievements)

(Signature, name and address of the Applicant's executive duly authorized to sig behalf of the Applicant)	n or
For and on behalf of(Name and address of the Applicant)	

## Form D Details of ongoing Eligible Events

(Duly supported by Work Orders)
(To be provided on Letter Head of the Bidder)

Sr	Name	Nature	Name and	Event Cost (in	Any other
No.	and	of Work	Address of the	₹ Thousands)	relevant
	Locatio	involved	client where		information
	n of	in the	works are being		
	Event	Event	carried out		

(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)
For and on behalf of(Name and address of the Applicant)

### Form E Details of Expert Personnel in Agency's payroll

(To be provided on Letter Head of the Bidder)

Sr	Domain	Name	Qualifi	Experience	Nature	Name of	Date of
No.	of	&	cation	in similar	of	events	employm
	Experti	Age		field of	events	handled as	ent in
	se			work (in	handl	per	present
				years)	ed	stipulated	organizati
						requireme	on
						nts	

(Signature, name and address of the Applicant's executive duly authorized to sign behalf of the Applicant)	or
For and on behalf of	

### Form F Financial Information of Applicant

(To be provided on Letter Head of the Bidder)

Sr	Particulars	FY 2020-21	FY 2021-22	FY 2022-23
No.		(in ₹)	(in ₹)	(in ₹)
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit Before Taxes			
6	Profit After Taxes			
7	Net Worth (1-3)			
8	Annual Turnover			

<sup>\*</sup>FY – Financial Year beginning of April to March Certification by an Auditor

\*Kindly enclose audited balance sheets and profit and loss statements in support of the above-mentioned data. Kindly highlight the relevant portion of the balance sheet. Also enclose copies of Income Tax Returns filed by the entity during the above-mentioned periods. It may be ensured that the documents reflect the financial position of the applicant or partner to a JV only and not a sister or parent company. Historic financial statements should be audited by a Chartered Accountant. Historic financial statements must correspond to the accounting periods already completed and audited. No statements for partial periods will be accepted.

(Signature, name and address of the Auditor's executive duly authorized to sign on behalf of the Auditor)
For and on behalf of
(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)
For and on behalf of

### Form G Format of Banker's Certificate

(On letter head of bank)

Sr	Particulars		Comments	
No				
1	Composition of the firm (whether			
	Partnership / Private Limited /			
	Proprietorship / Public Limited.)			
2	Name of the Proprietor/ Partners/			
	Directors of the firm			
3	Turnover and Net Worth of the firm	Year	Turnover	Net worth
	for the last 3 financial years (as	2020-21		
	per the financial statements)	2021-22		
		2022-23		
4	Credit facility/ Overdraft facility			
	enjoyed by the firm			
5	Dealings			
6	The period from which the firm has			
	been banking with your bank			
7	Bank's opinion whether the above			
	firm is considered financially			
	sound to be entrusted with the			
	contract for works estimated to			
	cost over ₹5 crore.			
8	Any other remarks			

#### Form H

{To be issued by the General Manager / Equivalent Authority of the client (on their Letter Head) for whom the applicant had carried out eligible works of similar nature}

To The Regional Director Reserve Bank of India Mumbai Regional Office Fort, Mumbai – 400 001

Subject – Certificate regarding performance of Event Manager

Sr	Particulars	Comments
No.		
1	Name of the Event Manager	
2	Name of Event with brief particulars of work and	
	location of event/s	
3	Agreement no. and date of agreement	
4	Amount of agreement	
5	Date of event/s	
6	Performance report: (Please Rate the Service	of the Event Management
	Agency)	
	(i) Event Management (Outstanding /Very Good/	
	Good / Satisfactory / Poor)	
	(ii) Attention to Details (Outstanding /Very Good/	
	Good / Satisfactory / Poor)	
	(iii) General Behavior (Outstanding /Very Good/	
	Good / Satisfactory / Poor)	
7	Did the event manager go for arbitration? If so,	
	kindly provide details of total amount claimed and	
	total amount awarded.	

(Signature, name and addre	 ss of the Client Authorized Person)
(Seal of the Client)	

### Form I Declarations

(To be provided on Letter Head of the Bidder)

The Applicant declares / undertakes that:

- 1. The signatory is competent and legally authorized to submit the technical bid and / or to enter legally binding contract.
- 2. The Applicant is not in the list of blacklisted /debarred firms of any Government Agency anywhere in the world, for participating in the RFP, under that country's laws or official regulations.
- 3. The Applicant accepts all the terms and conditions of this RFP and abides by it without any counter conditions.
- 4. The information given in the documents is correct and the Applicant is aware that if any information provided is found to be false at a later stage, the Bank reserves the right to reject / disqualify the Applicant at any stage without assigning any reason.

(Signature, name and address of the Applicant's executive duly authorized t behalf of the Applicant)	o sign on
For and on behalf of(Name and address of the Applicant)	

5. No agents are engaged or proposed to be engaged for participation in this RFP.

## Form J Status Of Litigations Pending Pertaining to The Bidder

(To be provided on Letter Head of the Bidder)

Sr No.	Opposite	Case No. &	Status of	Briefs of
	Party to	Court No.	Bidder in	litigation
	Litigation		litigation	
			(Applicant /	
			Respondent)	

(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)
For and on behalf of(Name and address of the Applicant)

### Form K

### **Non-Disclosure Agreement**

(ON A STAMP PAPER of ₹500/-)
I, (Name of the Bidder), hereby agree to abide by the following
conditions –
a) The Bidder shall treat all documents, information, data and communication of and with the Bank as confidential.
b) Successful Bidder shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or designs furnished by or on behalf of the Bank to any person other than the person(s) employed by the Agency in the performance of the work.
c) Further, any such disclosure to any such person employed by the Bidder shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the non-disclosure clause.
d) The Bidder shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFP except for the sole purpose of performing this RFP.
(Signature, name and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)
For and on behalf of
(Name and address of the Applicant) (Seal of the Applicant)

#### Section VI

#### **Annex I: Pre-Contract Integrity Pact**

(ON A STAMP PAPER of ₹100/-)

#### **Between**

Reserve Bank of India (RBI), Human Resource Management Department, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai-400001 hereinafter referred to as "The Principal",

400001 hereinafter referred to as "The Principal",
and
hereinafter referred to as "The Bidder /
Contractor"
General
The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliance with all relevant laws of
the land, rules, regulations, economic use of resources and of fairness / transparency in
its relations with its Bidder(s) and / or Contractor(s).
In order to achieve these goals, the Principal will appoint two Independent External
Monitors (IEMs), who will monitor the RFP and the execution of the contract for
compliance with the principles mentioned above.

#### I – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, will in connection with the tender/bid for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the RFP treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the RFP, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the RFP or the contract execution.

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

#### II- Commitments of the Bidder(s)/ contractor(s)

- (1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the RFP and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative must be in Indian Rupees only.

- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or
- intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### III - Disqualification from RFP and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the RFP or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### IV – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the RFP prior to the award according to Clause III, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Clause III, or if the Principal is entitled to terminate the contract according to Clause III, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### V – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the RFP.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the RFP or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

#### VI – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the RFP all Bidders who do not sign this Pact or violate its provisions.

VII – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **VIII – Independent External Monitor / Monitors**

- (1) The Principal appoints two competent and credible Independent External Monitors (hereinafter referred to as the Monitor) for this Pact. The task of these Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. (2) The Monitor are not subject to instructions by the representatives of the parties and perform theirs functions neutrally and independently. The Monitors report to the Authorized representative of the principal.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in

this regard submit non-binding recommendations. Beyond this, the Monitor have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitors will submit a written report to the Authorized representative of the principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Bank's, Central Board of Directors.
- (8) If the Monitor have reported to the Governor, RBI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Governor, RBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders 5 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Governor, RBI.

#### X – Other provisions

- (1) This Pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal i.e., Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)	) (For & behalf of Bidder / Contractor)
(Office Seal)	(Office Seal)
Place	
Date	
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

### **Annex-II: Checklist of Technical Bid Evaluation Documents**

\*All duly filled Forms and their supporting documents should be signed and stamped as per format given in RFP.

S. No.	Document Details	Submitted	Not submitted
1	Application Form		Judimittou
2	Form A – General Information on letterhead of the Bidder		
3	Form B- Company Profile on letterhead of the Bidder		
4	Form C- Details of eligible events (> 5 lakhs) completed		
	during the last 3 years on letterhead of the Bidder		
5	Form D- Details of ongoing eligible events		
6	Form E- Details of expert personnel on payroll on		
	letterhead of the Bidder		
7	Form F-Financial information of Applicant along with		
	Audited Balance sheet and Profit and Loss statement for		
	last three financial years.		
8	Form G-Banker's Certificate on letterhead of bank		
9	Form H- Certificate regarding performance of Event		
	Management Agency on letterhead of client		
10	Form I- Undertaking regarding declaration on		
	blacklisting/debarment on letterhead of the Bidder		
11	Form J-Status of Litigations pertaining to the Bidder on		
	letterhead of the Bidder		
12	Form K- Non-Disclosure Agreement on stamp paper of ₹		
	500/-		
13	Copy of partnership deed/Bye law/Certificate of		
	Incorporation issued by Registrar of companies along		
	with Memorandum and Article of Association		
14	Copy of Board Resolution or power of Attorney for		
	authorized signatory		
15	Details of EMD submitted through NEFT to RBI		
16	List of all the offices of the Bidder in the country with		
	suitable documentary evidence		
17	Presentation of Event Management Agency in hardcopy		
18	Any deviation sought from eligibility criteria in the RFP		
19	Other relevant documents (If submitted please mention		
	the name of the documents)		

### Annex III **Pre-Bid Query Form**

(To be provide strictly in Excel format)

Sr. No.	Agency Name	RFP Page No	RFP Clause No.	Query/Suggestions