



**SOFTWARE TECHNOLOGY PARKS OF INDIA**

Ministry of Electronics & Information Technology, Govt. of India  
Plot No 30, Electronics City, Phase IV, Udyog Vihar, Sector 18,  
Gurugram, Haryana - 122015  
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Website: <https://gurugram.stpi.in>

**TENDER DOCUMENT**

STPI/GGN/Tech/Inf/hir/2022-23/1 dated 16.12.2022

**EMPANELMENT OF EVENT MANAGEMENT AGENCY FOR STPI  
GURUGRAM DIRECTORATE**

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## 1. Disclaimer

The information contained in this Request for Empanelment (RFE) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of **STPI**, is provided to the Bidder(s) on the terms and conditions set out in this RFE document and all other terms and conditions, subject to which such information is provided.

This RFE document is not an agreement and is neither an offer nor an invitation to offer by STPI. This RFE is to invite proposals from applicants who are qualified as per the criteria mentioned in this document. The purpose of this RFE is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids).

The information contained in this RFE document is selective and is subject to update, expansion, revision and amendment. STPI reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFE and/or the bidding process, without assigning any reasons whatsoever. Such change will be made accessible to all the Bidders through website of STPI ([www.gurugram.stpi.in](http://www.gurugram.stpi.in)). Any information contained in this RFE document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by STPI.

STPI reserves the right to reject any or all the Bids received in response to this RFE at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of STPI shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

## 2. Purchaser Details

Purchaser: Software Technology Parks of India, Gurugram

Address: STPI, Electronics City, Phase IV, Udyog Vihar, Sector – 18, Gurugram, Haryana – 122015

Website: <https://www.gurugram.stpi.in>

### 2.1 Process for Empanelment

- a. The process of empanelment of successful Bidder(s) would be as follows:
- b. Issue of RFE
- c. Pre-Bid Meeting/ Clarification /Corrigendum (if any)
- d. Submission of Bids
- e. Screening of Pre-qualification Bids
- f. Technical Bid Evaluation including presentations-Technical Score
- g. Agencies securing 65 or more marks in technical evaluation will be eligible for empanelment.
- h. The Bidder will be empanelled for 1 year from the date of appointment, which *inter-alia* shall include the period of successful implementation. The empanelment may be extended on yearly basis for maximum up to 3 years including 1<sup>st</sup> year. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by STPI. In case the performance of the Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFE.
- i. Based on the requirement at later stage, the specific Scope of Work/Proposal/financial Quote may be sought from the empanelled agencies by giving very short notice (say 2 – 4 days) for the event. In such cases, the empanelled agencies will have to support & participate actively for the events. Once awarded, the bidder may have to execute the assigned work immediately.

## 2.2 Activities

Activities	Date & Time
Date of Issuance of RFE	16.12.2022, 18:30
Submission of pre-bid written queries (e-mail only. The pre-bid written queries may be sent by email only to following email address: <a href="mailto:nanak.chand@stpi.in">nanak.chand@stpi.in</a>  The address of Pre-Bid meeting is as mentioned in the RFE document	Prebid Meeting Date & Time
Bid Submission Last Date	02.01.2023, 16:00
Bid Opening Date	04.01.2023, 11:00

Note:

- STPI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on STPI's website.
- This bid document is not transferable.
- If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

## 2.3 RFE Validity Period

- RFE responses will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of submission of bids.
- STPI shall also have the right at its sole and absolute discretion to continue the empanelment with the successful Bidder/s for future requirements after expiry of current empanelment period. In exceptional circumstances, STPI may solicit the Bidder's consent to an extension period of validity.

## 2.4 Communication on the RFE

- a) Prospective bidders are required to direct all communication for any clarification related to this RFE, to the RFE Coordinator mentioned below:

Admin Officer, STPI, Plot No 30, Electronics City, Sector 18, Gurugram, Haryana – 122015

Email ID: Nanak.chand@stpi.in

- b) All queries relating to the RFE, pre-qualification, technical or otherwise, must be submitted by email only and will be entertained by STPI only in respect of the queries received up to the date and time specified in the section Bid Details (**Section 2.2**). STPI will respond to the queries in the pre-bid meeting/through posting at the website(s). Post pre-bid meeting, the clarifications/ corrigendum(s)/ Addendum(s) will be published at STPI & CPP Portals in the relevant sections.
- c) STPI may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any Bidders after the closure of RFE and all such information and material provided will be taken to form part of that Bidders response.

## 2.5 Bid Security/ EMD

Nil. But, the eligible bidder(s) are required to submit the bid security declaration with their bid. – Refer Annexure 11

## 3. Definitions

- a) “STPI” is an Autonomous society under Ministry of Electronics & IT (MeitY), Govt. of India.
- b) “Bidder/ Applicant” means the entity or firm who is submitting its proposal for providing services to STPI.
- c) “Partner” means a partner as defined under Partnership Act, 1932 and also includes a professional sharing profit in a consulting firm/ LLP under the Limited Liability Partnership Act, 2008.
- d) “Proposal/ Bid” means the Eligibility/Pre-qualification and Technical Proposal.
- e) “RFE” means this “Request for Empanelment” prepared by STPI for the empanelment of Bidder.
- f) “Assignment” or “Project” or “Services” or “Job” means the work to be performed by the Bidder pursuant to the contract as and when required for which the financial proposal will be invited from empanelled Bidder(s).
- g) “Terms of Reference (TOR)” means the section included in the RFE (at **Section 7**) which explains the tentative Scope of Work, activities, tasks to be performed by the Bidder selected at later stage through specific Bids amongst empanelled Bidders.
- h) “Contract” or “agreement” means the contract signed by the parties.

- i) “Day” means a calendar day.
- j) “Parties”- Party or Parties means STPI or Bidder/empanelled Bidder as the case may be.
- k) STPI Gurugram Jurisdiction includes locations under the following states: (Haryana, Punjab, Jammu & Srinagar, Himachal Pradesh, Rajasthan, Delhi/ NCR, Chandigarh)



## 4 Background

Software Technology Parks of India is an Autonomous society under Ministry of Electronics & Information Technology (MeitY), Govt. of India engaged in promoting IT/ITES industry, Innovation, Start-ups etc. STPI provides state of the art infrastructure, skilling, mentoring, market connect & other necessary support to start-ups.

To fulfil the objective, STPI arranges many sessions, meetings, conferences, events, Inaugural ceremonies, stone laying ceremonies etc. on regular intervals. In this regard, the need has been felt to maximise the coverage of these events for providing benefits to mass. As the frequency of these events would be more & scope of these events would be varying for different events, engagement/ empanelment of suitable event management agencies on turnkey basis becomes important.

Software Technology Parks of India, is operational pan India with its 63 offices & 11 Directorates. This scope of this tender is to empanel event management agencies for offices which come under the STPI Gurugram Directorate as per Section 10.3.

## 5. Invitation

STPI invites Proposals (the “**Proposals/Bids**”) for appointment of Event Management Agency/ agencies as per the Terms of Reference (ToR) given in **Section 7**.

- a) The Bidders/Applicants desirous of taking up the event management projects are invited to submit their Proposal/Bid in response to this RFE.
- b) The criteria and the actual process of evaluation of the proposals in response to the RFE and subsequent empanelment of the Successful Bidder will be entirely at STPI's discretion.
- c) The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to STPI's requirements.
- d) The RFE is not an offer by STPI, but an invitation to receive responses from the potential Bidders.
- e) No contractual obligation whatsoever shall arise from the RFE process unless and until a formal contract Agreement is signed and executed by duly authorized official(s) of STPI with the Successful Bidder.

## 6. Eligibility Criteria

### 6.1 Eligibility/ Pre-qualification criteria

The proposals/bids are being invited under this RFE from the Agencies who fulfils the following criteria:

Sr No	Item	Criteria	Documents to be submitted
i	Legal Entity	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India. The Agency must have been <b>in operation for a minimum of 5 years as on the bid submission date.</b>	Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association / Partnership Deed.
ii	Tax registration	The Bidder must be registered under Income Tax, PAN, TAN, GST and/or any other statutory authority required for this purpose	Copy of PAN, GST, TAN or/and details of other statutory authority
iii	Offices	The Agency must have office address presence in any one of following:  Delhi NCR, Haryana, Rajasthan, Punjab, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Declaration on the letterhead <b>As per at Annexure 8</b>
iv	Financial Standing	A minimum <b>average turnover of 1 crore in the past 4 financial years (2018-19, 2019-20, &amp; 2020-21, &amp; 2021-22).</b> CA certified relevant document may also be considered for financial year 2022-2023 up to Nov 2022. (Works of similar nature)  Latest Monthly GST Returns of last 6 months & Annual GST return of Previous Financial Year.	Copy of balance sheet, Profit & Loss Account with Certificate from Statutory Auditor/Company Secretary citing the revenue/turnover from equivalent business for each financial years. CA certified relevant document may also be considered for financial year 2022-2023 up to Nov 2022. <b>As per at Annexure 9</b>
v	Project Experience	The Agency must have successfully completed at least 3 physical events in last 5 financial years starting from FY 2018-19 onwards and for FY 2022-23 performance will be seen up to Nov 2022. Out of the above work orders, at least 1 event should be from Central/ State Govt./ PSU. of minimum worth 50 Lacs rupees.	Work order / Completion Certificate of the same should be attached. Attach details as per Annexure 12 also.

Sr No	Item	Criteria	Documents to be submitted
Vi	Debarment	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs in last 4 years.	Self- certified letter attested by the authorized signatory <b>As per at Annexure 7</b>

## 6.2 Technical Bid/ Proposal

- Technical proposal will include details of overall approach to the Scope of Work listed in this RFE.
- The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply with the format given at **Annexure 5**.

## 7. Term of Reference (TOR)

### 7.1 Duration of the Empanelment

The Bidder will be empanelled for 1 years from the date of appointment, which *inter-alia* shall include the period of successful implementation. The empanelment may be extended on yearly basis for maximum up to 3 years including 1<sup>st</sup> year. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by STPI. In case the performance of the Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFE.

### 7.2 Scope of Work

The below listed scope of work is tentative & the bidder must adhere to the directions given by STPI (time to time) as per the need of the event. For each of below activities (not limited to below), necessary approvals are required from STPI. The scope of this tender is only to engage suitable agencies who have experience in handling such events. The tentative list of requirements is listed below. The participating agency is expected to demonstrate technical capabilities in executing projects similar to below. Similar & actual scope of work will be shared with the selected agencies as per the need of the event.

The scope of work shall be divided into 3 parts -

#### 7.2.1 Pre-Event

**a) Conceptualization, designing & planning of events. The scope includes:**

- I. Main Gate Facia – flex prints, Welcome arch gates (as per need of event).
- II. water proof Aluminium/Iron pillarless infrastructure with cloth, wooden platform, carpet, light arrangement, sound system arrangement etc. (as per need of event).
- III. Airconditioning arrangement, placement of DIAS, banquet chairs, VVIP chairs, Sofas etc. (as per the need of event)
- IV. Creation of VVIP lounge, Green Room, Washroom facilities etc.

**b) Necessary fabrication, maintenance, running & operations of the event along with management of ambience.**

- I. Arrangement of sufficient manpower for establishment of suitable approved infrastructure.
- II. Deployment of sufficient security for managing the event.
- III. Arrangement of Ushers & Anchor for the event (in consultation with STPI)

- IV. Marking necessary directions in the event, identification badges etc.
- V. Arrangement of proper crockery & Well Dressed waiters.
- VI. Arrangement of onsite cooking as per the menu decided by STPI.
- VII. Arrangement of packaged food (as per the need of event).
- VIII. Arrangement of High Tea (as per the need of event).
- IX. Arrangement of Decorated Flower Pots & bouquets at different placed at the venue, DIAS etc.
- X. Arrangement of Flower bouquets for dignitaries.
- XI. Arrangement of Mementoes (as per approval of STPI).
- XII. Arrangement of High Quality Video Walls on DIAS & at different places at the venue (as per the need of the event).
- XIII. Arrangement of failsafe, redundant video streaming equipment.
- XIV. Arrangement of Direction Signage, PA System, Sound System with Mixer, Goose Mics, Cordless Mics, Photography, Videography, Webcasting, Live streaming.
- XV. Arrangement of Sound Proof Diesel Generator of suitable capacity as per the site requirement to run the event uninterrupted
- XVI. Arrangement of Fire Fighting setup/ Material, Fire extinguishers.
- XVII. Arrangement of atleast 01 Fire Brigade material Vehicle to tackle the emergency situation.
- XVIII. Arrangement of security guards with proper uniform.
- XIX. Arrangement of Valet parking for VIP & general public.
- XX. Arrangement of foot operated sanitizer stand with sanitizer.
- XXI. The Master of Ceremony should be arranged at least 01 day before the event for necessary rehearsal in consultation with STPI.
- XXII. Arrangement of accommodation for officials, Dignitaries, VIP & VVIP guests in 3 Star, 4 Star, 5 Star & 7 Star Hotels as per the need of the event (as per discussion with STPI).
- XXIII. Arrangement of Sedan Cars, Premium Sedan Cars, Multi seater vehicles for managing the operations at the event (as per need of STPI).
- XXIV. Arrangement & engagement of Print/ TV Media (as per the need) & Coordination with Media Team.
- XXV. Arrangement of Media Room (if needed).
- XXVI. Proper Earthing and precautions should be taken to ensure safety, ISI marked cables from Generator set to the AV, air conditioners, lights to be provided.
- XXVII. Arrangement for security fencing etc. as may be deemed necessary

**c) Design, creation, print & Setup of Informative creatives. The tentative scope includes:**

- I. The video & print material designer should be available from the date of engagement of agency with STPI till completion of the event. The designer may have to work as per the need of the work. He should be available 24 x 7.
- II. Design & Print of Invitation cards.
- III. Preparation of 2 – 5 minutes of presentation Video as per need of event.
- IV. Design & Print of Paper Advertisement in leading news papers (as per directions of STPI).
- V. Design & Print of Backdrops.

- VI. Design & Print of Standees.
- VII. Design & Print of Banners.
- VIII. Design & Print of Plaque for Inauguration. Installation of plaque at the venue.
- IX. Arrangement of Media Kit.
- X. Design & Print of Help Desk.
- XI. Design & Print of Podium.
- XII. Any other print material (communicated during/ Before the event).

#### 7.2.2 During Event

- I. Invitation & Coordination with newspaper editors, news anchors and sharing the approved press release document, media kit etc.
- II. Live streaming of the event on STPI's social media accounts as per instructions from STPI.
- III. Setting up to Physical desk/ stalls/ pavilions to cater the audience
- IV. Registration Management – (Online & Onsite) with QR based technology & sharing the database with STPI.
- V. Online & On-site technical support.
- VI. Media management including creation of designated media zone, media passes, media coverage.
- VII. Onsite security including liaising with local authority agencies, hiring of security agency for the venue security, protocol management.
- VIII. Power backup & lighting onsite and offsite during the event with technical and generator support in case of power failure.
- IX. Coordination and liaising with local administration authorities for statutory approvals and permissions.
- X. Sanitation of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events.
- XI. Photography & videography of events, special moments, glimpses etc.

#### 7.2.3 Post-Event

- I. Post-event report
- II. Press Release
- III. Coordinating with media houses and news papers for publication of success stories
- IV. Packaging and shipping of left-over promotional material, if any & submit to STPI office.

#### 7.2 Deliverables & Timelines

As per SoW/ proposal/ quotation will be invited as and when required.

## 8. Submission of Bids

### 8.1 Pre-Bid Clarifications

- The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- It may kindly be noted that no bid-query will be received through phone Calls/Fax. **All queries must be submitted in writing through e-mail only at the specified e-mail ID.**
- All the queries should necessarily be submitted in the following format in Excel:

Sr. No	RFE Document References			Query by Bidder
	Page No	Section No	Section Name	

- Bidders must adhere to the above template while submitting their queries.
- Any request for clarification after the indicated date & time may not be entertained.
- Designated e-mail ID for submission: - Nanak.chand@stpi.in

### 8.2 Clarifications to Pre-Bid queries/ Issue of Corrigendum

- Clarification to the queries received will be published at STPI's website & CPP Portal as per the timeline specified. However, STPI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does STPI undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, STPI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum.
- After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will be published at the **STPI website & CPP Portal** as per the timeline specified. No individual communication will be made to the queries.
- Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFE.
- In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, STPI may, at its discretion, extend the last date for the submission of Proposals.



### 8.3 Publication of RFE

RFE document will be published on the following websites-  
<https://gurugram.stpi.in> ; <https://eprocure.gov.in>

### 8.4 Earnest Money Deposit (EMD) i.e. Bid Security

- a) All the Bidders shall submit “Bid Security Declaration” as EMD -refer Format at **Annexure 11**.
- b) Bids submitted without the “Bid Security Declaration”, or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c) Bid Security Declaration must remain valid for at least 180 days beyond the final bid validity period and the validity of the Bid Security Declaration should be extended in the event the last date of bid validity is extended.
- d) Bid Security Declaration of all unsuccessful bidders would go void upon completion of empanelment process. The Bid Security Declaration of selected/empanelled bidder(s) would be void upon submission of Performance Bank Guarantee (PBG).
- e) The Bidder(s) may be penalized with suspension for participation in future for a period of up to one year, if:
  - Bidder withdraws the proposal after submission/opening of the Proposal and during the period of Bid validity or its extended period, if any.
  - In case of a successful Bidder(s), if the Bidder fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFE.
  - If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid.

### 8.5 Submission of Proposals

- a) The Bidder should take into account any Corrigendum to this RFE document that may have been published before submitting their Proposals.
- b) The Proposal is to be submitted in three covers as mentioned below:

Sr. No	Bid covers	Bid submission
1.	EMD (i.e. Bid Security Declaration)	Scan copy to be uploaded on CPPP and original to be submitted to STPI.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP

- c) The contents of the bids should be as under-

Sr. No	Document Name	Contents
1.	EMD (i.e. Bid Security Declaration)	Scan copy of Bid Security Declaration (Original to be submitted in a sealed cover at STPI office). Refer <b>Annexure 11</b>



2.	Pre-qualification bid	Pre-Qualification/Eligibility Proposal as per Section 6 <b>Annexure 1</b> <b>Annexure 2</b> <b>Annexure 3</b> <b>Annexure 4</b> <b>Annexure 7</b> <b>Annexure 8</b> <b>Annexure 9</b> <b>Annexure 10</b> <b>Annexure 12</b>
3.	Technical Bid	Technical proposal as per format specified at <b>Annexure 5</b>

- d) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
- f) The bids are to be submitted electronically on CPPP on or before the last date and time of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
- g) The bid response of the Bidder is to be submitted and uploaded on CPP Portal against this RFE.

## 8.6 Submission of bids only through CPP portal

- a) Bids shall be submitted online only at Central Public Procurement (CPP) Portal Website: <http://eprocure.gov.in/> in two parts/folders - “Pre-qualification Bid” and “Technical Bid” (documents in .pdf format). Bids must be submitted as per the scheduled date & time in the RFE.
- b) Manual bids or the bids submitted by telex/ telegram/ fax/ e-mail / by any other digital mode etc., will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- c) The instructions given below are meant to assist the bidders in preparation of their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- d) For more detailed information and hassle free bid submission, please refer to URLs as follows.
  - Complete details at CPP Portal: <https://eprocure.gov.in/eprocure/app>
  - Instruction for online submission: <https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocument&service=page>
  - Guidelines for hassle free bid submission: [https://eprocure.gov.in/cppp/hassle\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf)

- FAQs:  
<https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=pag e>
- e) STPI in any case, will not be liable for file corruption/error in format upload. Therefore, it is advised that the Bidder should check cautiously the uploaded files/formats.
- f) The RFE and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- g) Please check the documents and upload them carefully. Any error i.e. file is found to be corrupted, not readable etc., the Bid will be rejected. STPI in no case will be liable for the same.
- h) Original Bid Security Declaration is required to be submitted manually at STPI's office in a sealed cover and a scan copy of Bid Security Declaration needs to be uploaded on CPPP by the bidders. While submitting the original Bid Security Declaration, the Bid Security Declaration should be placed in a sealed cover and Bid Security Declaration envelope be super scribed as "EMD- Bid Security Declaration) FOR RFE No. <N-21/44/2022-STPI > DATED <25.05.2022>"- along with bidders name mentioned on the cover. Original Bid Security Declaration must be submitted on or before the last date of submission at the following address-

To,

Admin Officer  
Software Technology Parks of India

Plot No 30, Electronics City, Phase IV, Udyog Vihar, Sector 18  
Gurugram, Haryana - 122015

#### 8.7 Reference Points for submission of bids

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- c) Bidders not submitting any of the required documents online will be summarily rejected.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the

secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used or required for any online / offline bid opening meetings.
- i) Bidders are also advised to go through instructions provided at CPP Portal.

## 8.8 Assistance to Bidders

- a) Any queries relating to the RFE document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the RFE at sub-section 2.4 adhering to the timeline specified, refer sub-section 2.2.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120-4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in]

## 8.9 Rules for responding to this RFE

- a) The firms / Bidders should use the formats prescribed in Annexure(s) of this RFE in submission of the RFE Response.
- b) All responses received after the due date/ time as mentioned in the RFE would be considered late and would be liable to be rejected.
- c) Documents not required as part of the Tender should not be provided.
- d) All bid responses would be deemed to be irrevocable offers/ proposals from the consultants / Bidders and may be accepted by STPI to form part of final contract between STPI and the selected/empanelled Consultant/Bidder. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by STPI.
- e) STPI reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- f) The Bidder, at no point in time, can excuse themselves from any claims by STPI whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFE circulated by STPI. The Bidder shall be fully responsible for deviations to the terms & conditions etc., as proposed in the RFE.
- g) If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at STPI's discretion:
- Bids submitted by the holding company and its subsidiary.
  - Bids submitted by one or more companies having common director/s.
  - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
  - Bids submitted by one or more companies in the same group of promoters/ management.
  - Any other bid in the sole discretion of STPI is in the nature of multiple bids.

## 9. Information for bidders

- a) The event management agencies will be empanelled by STPI, Gurugram for all the planned/ to be planned events based on the evaluation criteria, mentioned below in this tender document.
- b) The empanelled agencies will be approached for executing these/ similar events as per the need of hour. The actual scope of work will be shared with the agencies. The empanelled agencies will be expected to visit the site, understand the requirement, understand the challenges before submitting the financial bid for the event along with their work plan based on the requirement. The financial quotations will be submitted by the bidders in sealed envelope to STPI. The financial bids will be opened at designated schedules in the presence of bidders & the agency will be selected to execute the project.
- c) Based on the requirement at later stage, the specific Scope of Work/Proposal/financial Quote may be sought from the empanelled agencies by giving very short notice (say 2 – 4 days) for the event. In such cases, the empanelled agencies will have to support & participate actively for the events. Once awarded, the bidder may have to execute the assigned work immediately.
- d) Transportation of materials, boarding & lodging, travel expenses of manpower deployed to carry out the work has to be borne by the bidder.

## 10. Evaluation of Bids

### 10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFE.

## 10.2 Preliminary Scrutiny

STPI will scrutinize the bids received to determine whether they are complete and as per the RFE requirement. The Bids meeting the criteria will be taken forward to the next stage of evaluation i.e. technical evaluation. If the documents are found to match with the format, the Bidder will be eligible for technical evaluation. All the supporting documents/ documentary evidence must be attached as per specifications given at **Annexure 3 and related Annexures.**

## 10.3 Empanelment Criteria

The event management agencies will be empanelled with STPI Gurugram for the offices listed below. Bidders participating in the tender will be empanelled for the complete jurisdiction including Delhi NCR.

Sr. No	State/ U.T	City
1	Haryana	Gurugram
2	Jammu & Kashmir	Srinagar
3	Jammu & Kashmir	Jammu
4	Rajasthan	Jaipur
5	Rajasthan	Jodhpur
6	Punjab	Mohali
7	Punjab	Amritsar
8	Himachal Pradesh	Shimla
9	Himachal Pradesh	Kangra
10	Chandigarh	Chandigarh
11	Delhi NCR	Delhi NCR

The bidders mandatorily have to provide their willingness for empanelment as event management agencies for the STPI Gurugram Jurisdiction on letterhead. Partial willingness will not be accepted & the bidder will be rejected. The event may be planned at any of the STPI Office or any other location under the Jurisdiction of STPI Gurugram. Any event being organized under Delhi NCR and Chandigarh by STPI Gurugram will also come under the scope of empanelled vendor.

## 10.4 Technical Evaluation

Technical bid submitted will be evaluated by an Evaluation Committee. The Evaluation Committee would undertake also a discussion / presentation with the Bidders on the understanding of the assignment, similar projects undertaken, proposed Approach and Methodology to be adopted, time frame for implementation of activities in STPI. The technical capabilities and competence of the Bidders should be clearly reflected in the discussion / presentation.

STPI will inform the date, time and venue of the discussion / presentation to the Bidders.

Based on the details submitted by the Bidder in the Technical Proposal (as per format given at annexure 5) and the Discussion / Presentation with the Evaluation Committee at STPI, the Technical Evaluation of the eligible Bidders will be carried out as per the method given below:

Sr. No	Criteria	Max Score	Scoring Method
1	The agency should have minimum <b>average turnover of 1 crore in the past 4 financial years</b> (2018-19, 2019-20 & 2020-21, & 2021-22). CA certified relevant document may also be considered for financial year 2022-2023 up to Nov 2022. (Works of similar nature)	10 Marks	a) 1 Cr – 5 Marks b) 1 Cr to 2 Cr – 7.5 Marks c) 2 Cr and above – 10 Marks  All values are in INR
2	Experience Criteria	30 Marks	<ul style="list-style-type: none"> <li>Any 3 works – 5 Marks</li> <li>3 with value of INR 50 lacs each <b>or</b> 2 events each having value of INR 75 Lacs <b>or</b> 1 event with value of 1 Cr - 5 <b>Marks</b></li> <li><b>5 marks</b> each additional event with project value of Rs 50 lacs or more (Upto 4 additional projects)</li> </ul>
3	Govt. Project	10 Marks	1 Event – 5 Marks 2 Event – 7.5 Marks 3 Event – 10 Marks

4	The Agency must have a minimum of 20 employees on its payroll as on 01st April 2022	10 Marks	20 employees- 5 Marks One mark each for additional 10 employees (Maximum upto 10 marks)
5	The Agency must have office address presence in any one of following:  Delhi NCR, Haryana, Rajasthan, Punjab, Himachal Pradesh, Jammu & Kashmir, Chandigarh	10 Marks	Presence in:  1 Cities – 5 Marks 2 Cities – 7.5 Marks 3 Cities or above – 10 Marks.
6	Presentations to be made by agencies  The presentation should cover the details of events organized in the past which should cover the details as below:  a) 1 mega event of minimum 50 Lacs organized in the past and 2 mid-sized events of minimum 25 Lakhs each with different clientele. b) The details of event organized for any of Central/ State Govt. department. c) Events must capture the following: the design of event from start to finish including pre, post and during event services, hospitality, logistics d) Media Production: Film script, Print ads, Digital Ads, social media campaigns, any other campaigns that the agency may like to present e) Innovative ideas for the inaugural ceremony and the event f) The presentation must be made keeping in view both physical and virtual event g) Understanding of Concept & conceptual clarity h) Agency Capability: Work experience in event	30 Marks	Based on presentation



	management in the past i) How to enhance Brand j) Creative ideas that are relevant, solution-oriented and inspiring (Ideation and novelty factor) k) Detailed planning with contingency plans		
Total		100 Marks	Bidders scoring 65 or more marks will be eligible for empanelment.

**NOTE:**

- Bidders will be required to share the copy of presentation in advance (before presentation) with the designated contact ([nanak.chand@stpi.in](mailto:nanak.chand@stpi.in)).
- Bidders who will score at least 65 marks in technical evaluation criteria will be considered as technically qualified. STPI, at its sole discretion, may also choose to lower the minimum score from 65 marks.
- Presentation is critical part of the technical evaluation process & is mandatory. Absence of bidders in the technical presentation will disqualify the bidder, even if the bidder scores the minimum qualifying mark in the technical evaluation process.
- Documentary evidence must be submitted for each criteria and undertaking or declaration made by the Bidder must be on the letter head and is to be signed by an authorized signatory only.
- Completion Letter / Reference Letter from relevant Senior Executive of the client to be attached for each engagement reference cited in project experience.
- If any of the criteria information is not deducible from the submitted documents, marks will not be awarded in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.

### 10.5 Right to Accept/Reject Any or All Proposal(s)

STPI reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for STPI action.



## 10.6 Empanelment Finalization

- a) After STPI notifies the successful bidder(s) that its proposal has been accepted, STPI shall issue letter of empanelment, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between STPI and the successful bidder.
- b) Prior to the expiration of the validity period, STPI will notify the successful bidder(s) in writing or through email, that its proposal has been accepted for empanelment.

## 10.7 Failure to agree with the Terms and Conditions of the RFE

- a) Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the empanelment.
- b) In such a case, STPI may penalize with the suspension for participation in future procurement processes for a period of up to one year.

## 11.0 General Terms and Conditions

### XI.1 Adherence to terms and conditions

The Bidders who wish to submit their responses to this RFE should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFE. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

### XI.2 Bidder's General Responsibilities

The Bidder shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required for such execution.

The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of STPI.

The Bidder should provide professional, objective and impartial advice at all times and hold STPI's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty, while executing the assignment.

### XI.3 Sufficiency of Tender

The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions. The rates quoted by the Bidder shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder should take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with applicable taxes, royalties and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment.

### XI.4 Tenure

The Bidder will be empanelled for 1 years from the date of appointment, which *inter-alia* shall include the period of successful implementation. The empanelment may be extended on yearly basis for maximum up to 3 years including 1<sup>st</sup> year. However, this would be subject to satisfactory performance during periodic reviews which would be solely adjudged by STPI. In case the performance of the Bidder is deemed unsatisfactory, the contract will be terminated as per the provision of the “termination of contract” clause mentioned in this RFE.

### XI.5 Payment Terms

- a) Based on award of when invited specific Sow/Proposal/Bid.
- b) No upfront payment will be made by STPI to the Bidder.
- c) GST & any other statutory applicable Taxes shall be paid by STPI.
- d) When an empanelled bidder selected for any award for work, they will need to submit fee invoices for payment which is paid within 30 days of receiving the invoice.
- e) Electronic transfer of funds are done at STPI, the agency is required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished.

### XI.6 Taxes

TDS is also deducted from the payments to the Bidder as per applicable laws. In lieu of that, certificate is provided by STPI.

#### XI.7 Statutory authority obligations, notices, fees & charges

The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or by-law of any relevant authority which has any jurisdiction with regard to the assignment.

The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

#### XI.8 Applicable Law and Jurisdiction of Court

This RFE and the Contract with the selected/empanelled Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Delhi. This clause may be read in conjunction with clause 10.16 (*Arbitration*)

#### XI.9 Single Point of Contact

The empanelled Bidders have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc.

#### XI.10 Authorized Signatory

The empanelled Bidder shall indicate the authorized signatories who can discuss and correspond with STPI, with regard to the obligations under the empanelment. The empanelled Bidder shall submit at the time of acceptance of empanelment letter, a certified copy of the resolution of their Board, authenticated by Company Secretary/ Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with STPI. The Bidder shall furnish proof of signature identification for above purposes as required by STPI.

#### XI.11 Substitution of Project Team Members

During the future/specific assignment(s), the substitution of key staff identified/agreed for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Bidder, as the case maybe, can do so only with the prior written concurrence of STPI and by providing the replacement staff of the same level of qualifications and competence. If STPI is not satisfied with the substitution, STPI reserves the right to terminate the empanelment/specific work order and recover whatever payments

(including past payments and payment made in advance) made by STPI to the selected Bidder during the course of the assignment pursuant to this RFE besides claiming an amount equal to the contract value as penalty. However, STPI reserves the unconditional right to insist upon the selected Bidder to replace any team member with another (with the qualifications and competence as required by STPI) during the course of assignment (for which SoW/Proposal/Quote will be invited when required) pursuant to this RFE.

#### **XI.12 Confidentiality**

Information provided under this RFE and subsequent SLA (to be devised when specific Sow/Proposal/Quote invited) (if the Bidder is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

1. **"Confidential Information"** means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:
  - a. Relates to the Disclosing Party; and
  - b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
  - d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by STPI with the Bidder.
  - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, pen drive Hard drives, CDs etc., whether machine or user readable.
  - f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to STPI's data or data of STPI projects, including but not limited to STPI customers " or STPI employees" personal data or such other information as STPI is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and

has returned or destroyed all Confidential Information in its possession.

- g. Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use STPI's confidential information or Intellectual property.
- 2) The Parties will, at all times, maintain confidentiality regarding the contents of this RFE and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- 3) The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFE, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 4) If the Bidder hires another person, with the prior written permission of STPI to assist it in the performance of its obligations under this RFE, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFE and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.
- 5) The Bidder shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of STPI
- 6) Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFE; or
- 7) Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of STPI or its customers or their projects.

- 8) In maintaining confidentiality here under the Bidder on receiving the Confidential Information and materials agrees and warrants that it shall:
- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
  - b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party.
  - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
  - d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform STPI of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
  - e. The Bidder who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
    - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
    - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
    - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
    - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
    - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
    - vi. The rights in and to the data/ information residing at STPI's premises, including at the Disaster Recovery



Centre even in the event of disputes shall at all times solely vest with STPI.

- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
- i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
  - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
  - iii. Is furnished by others to the receiving party without restriction of disclosure;
  - iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
  - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Bidder shall promptly notify STPI of such requirement with a view to providing STPI an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
  - vi. Was independently developed by the receiving party without the help of the Confidential Information.
- 9) On termination of the RFE and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to STPI which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to STPI's data or data of STPI customers, including but not limited to the "STPI Clients or Projects" or the "STPI employees" personal data or such other information as STPI is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- 10) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of STPI and its disclosure under the contract shall not confer on the Bidder any rights whatsoever beyond those contained in the contract.

- 11) Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.
- 12) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and STPI.
- 13) STPI shall use the deliverables only for their use as per the agreement. Disclosure to third parties shall be after removing Bidder’s reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.
- 14) Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.
- 15) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and STPI.
- 16) STPI shall use the deliverables only for their use as per the agreement. Disclosure to third parties shall be after removing Bidder’s reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

### **XI.13 Indemnification**

The Bidder appointed under this RFE hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep STPI and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by STPI and or its directors, officers, employees, agents and representatives due to reason of any third party claim arising out of

- a. STPI’s authorized/ bonafide use of the Services provided by Bidder under this RFE; and/ or
- b. An act or omission of the Bidder, including its employees, agents, subcontractors in the performance of the obligations of the Bidder under this RFE; and/or
- c. Claims made by employees or subcontractors or subcontractors’ employees (appointed with the written permission of STPI), who are deployed by the Bidder, for rendering the service to STPI; and/or



- d. Breach of any of the term of this RFE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFE; and/or
- e. Any or all the Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/ or
- f. Breach of confidentiality obligations contained in this RFE; and/or
- g. Negligence or gross misconduct attributable to the Bidder or its employees
- h. The total liability of the selected Bidder under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Bidder and STPI.

#### XI.14 Termination

In the event of non-performance of the Bidder as decided by STPI or any dispute or differences arising between the Parties hereto on any matter / provision set out in this RFE and subsequent Service Agreement for the selected Bidder, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Bidder would promptly hand over to STPI all deliverable items, including work-in-progress, all “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Bidder shall complete pending assignments and STPI shall agree to settle the dues in respect of completed assignments, except if specifically instructed by STPI to act otherwise. In such case, the payment due to the Bidder would be determined on the basis of the last completed milestone as per the work assigned.

STPI would also have the right to terminate such SLA with one month’s notice without assigning any reason.

STPI reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by STPI in any of the following circumstances:

- a. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

- d. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- e. If the selected Bidder gets merged/ taken over by another firm.
- f. Breach of terms of Contract by the Bidder which in the opinion of STPI is material.

#### XI.15 Arbitration

Without prejudice to the right of STPI to terminate the RFE/Contract and pursue other remedies under RFE/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of STPI and the Bidder. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

#### XI.16 Corrupt and Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of STPI and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive STPI of the benefits of free and open competition.

STPI reserves the right to reject a proposal for award if it determines that the Bidder/Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. STPI reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per STPI’s discretion, to be awarded a contract if at any time it

determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

#### 10.17 Vicarious Liability

The selected Bidder shall be the principal employer of the employees, agents, contractors etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in STPI shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, sub- contractors etc., of the selected Bidder shall be paid by the selected Bidder alone and STPI shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold STPI, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to STPI through the action of selected Bidder's employees, agents, contractors, subcontractors etc.

#### 10.18 Other Conditions

It is clarified, as and by way of abundant caution that STPI will have all ownership and / or license rights on all the ideas, concepts, proposals etc., developed by the Bidder during the course of this assignment as specified in the RFE and paid for by STPI.

STPI reserves the right to negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the RFE closes, to improve upon or clarify any response or bid proposal.

STPI reserves the right to ask some or all Bidders for clarification of their offer to assist in the scrutiny, evaluation and comparison of offers and based on this, disqualify the Bidder whose clarification is found not suitable for the specific project(s).

STPI reserves the right to share the information/clarifications provided in response to RFE by any Bidder, with any other Bidder (s)/others, in any form.

#### 10.19 Representations and Warranties

The Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) Bidder has been in existence in India since April 01, 2016 and has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the

power and the authority to enter into the Contract and provide the service(s) sought by STPI.

- b) That the Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the RFE/Contract.
- c) That the representations made by the Bidder in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and RFE and unless STPI specifies to the contrary, the Bidder shall be bound by all the terms of the bid. The Bidder has not suppressed any information, which is within the knowledge of the Bidder.
- d) That the Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the bid and this Contract
- e) That the Bidder shall ensure that all assets including but not limited to softwares, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- f) That the Bidder shall use such assets of STPI as STPI may permit for the sole purpose of execution of its obligations under the terms of the bid, or the Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g) That the Bidder shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon, and shall keep STPI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- h) That all the representations and warranties as have been made by the Bidder with respect to its bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.
- i) That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.
- j) That there are – (a) no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.

- k) That the Bidder has the corporate power / power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action / action to authorize the execution, delivery and performance by it of the Contract.
- l) That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract
  - (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder
  - (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
  - (iii) will violate any provision of the Constitutional Documents (if applicable) of the Bidder.
- m) That the Bidder certifies that all registrations, recordings, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it.
- n) That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of STPI, which may directly or indirectly have a bearing on the Contract or service(s).
- o) That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the service(s) and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, there is any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep STPI, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

## 10.21 Force Majeure

- a) For the purposes of this engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include:
  - i. Any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
  - ii. Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## Annexure 1: Checklist for Submission of Response to RFE

Below table summarizes the list of mandatory documents to be submitted mandatorily with Pre-qualification.

Sr. No	Document to be submitted	Provided	Ref Page No
1	Bid Security Declaration	Yes/ No	
2	Annexure 1	Yes/ No	
3	Annexure 2	Yes/ No	
4	Annexure 3	Yes/ No	
5	Annexure 4	Yes/ No	
6	Annexure 5	Yes/ No	
7	Annexure 6	Yes/ No	
8	Annexure 7	Yes/ No	
9	Annexure 8	Yes/ No	
10	Annexure 9	Yes/ No	
11	Annexure 10	Yes/ No	
12	Annexure 11	Yes/ No	
13	Annexure 12	Yes/ No	
14	Bid signed and stamped by authorized signatory on all pages	Yes/ No	

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above-mentioned order.

We have not masked any document in the proposal document.

SIGNATURE -Authorized Signatory

Date:

Full name

Designation

Contact details (Seal of organization)



## Annexure 2 - Undertaking regarding agreement of all terms of RFE

To,

Director  
Software Technology Parks of India  
Plot No 30, Electronics City, Phase IV, Udyog Vihar  
Sector 18, Gurugram, Haryana

Dear Sir,

1. Having examined the RFE including all Annexures, Forms and Appendices, the receipt of which is hereby duly acknowledged, I/we, the undersigned wish to be provide the services as per the “Request for Empanelment” –RFE No. [.....] and the other schedules of requirements and services for STPI in conformity with this RFE.

Sr. No	Particulars	Details
1	Name of Bidder/ Agency	
2	PAN & TAN Number of the Agency	
3	GST Number of the Agency	
4	Registered Address	
5	Website address	
6	Nature of entity (partnership/ private/ public etc)	
7	Name of Partners / Directors	
8	Date of Incorporation	
9	Details of authorized contact person	
10	Name	
11	Designation	
12	Telephone nos	
13	Mobile no	
14	Email Address	
15	Fax no	

2. We confirm that the corrigendum(s)/addendum(s) issued from time to time by STPI have also been taken into consideration, while submitting this undertaking letter.
3. We confirm that we have the in-house capabilities to complete the assignment(s) as mentioned under this RFE on our own and not through any associate.
4. We confirm that we have the technical and human resource capabilities to deliver all the requirements of the above mentioned RFE.
5. We hereby certify that we have provided all the information requested by STPI in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the



information given by us is false / not correct or in a different format, STPI shall have the absolute right to take any action as deemed fit without any prior intimation to us.

6. We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
7. We agree to participate/submit proposals for specific bids sought under this RFE.
8. We agree to abide by the General Terms and Conditions.
9. We agree to abide that our proposal is valid for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by STPI any time before expiry of the offer.
10. Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between STPI and us.
11. We understand that the Request for Empanelment (RFE) does not commit STPI to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFE and any pre-contract negotiations, understandings and agreements resulting from this RFE are preliminary; consequently, STPI has no obligation to us until a written contract is executed.
12. We agree that STPI is not bound to accept the lowest or any Bid STPI may receive.
13. We understand that STPI has the right, without assigning reasons thereof, to
  - a. Reject, amend, and modify any condition contained in the RFE
  - b. Terminate this RFE
  - c. Negotiate with one or more Participants
  - d. Not award the assignment to any of the Participants and / or recommence the entire process
  - e. Contract with one or more Participants for any reasons whatsoever
  - f. Modify the requirements and terms of this RFE and request revised proposals from some or all of the Participants

Signature of Authorized person of bidder

Full Name  
Designation  
Date  
(Seal of Bidder)

### Annexure 3 – Pre-qualification Bid

**Read Section carefully and furnish the following details accordingly.**

Sr. No	Item	Documents to be submitted
1	Legal Entity	Copy of Certificate of Registration/ Incorporation /Memorandum of Association / Article of Association
2	Tax registration	Copy of PAN, TAN, GST or/and details of other statutory authority
3	Offices	Annexure 8
4	Financial Standing	Copy of Balance Sheet & Annexure 9
5	Project Experience	Copy of Work Order AND, Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor)
6	Government experience	Copy of Work Order AND, Completion Certificates from the Client OR, Certificate of Completion (Certified by the Statutory Auditor)
7	Human Resource	Annexure 10
8	Debarment	Annexure 7

Full Name  
Designation  
Date  
(Seal of Bidder)



#### Annexure 4 – Format for reference letter/ email from Client

(On letterhead duly stamped & signed / official email id of the client)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following (Name of the Company) has been engaged by us for management consulting services for (Caption of the assignment undertaken) for the period of \_\_\_\_\_months/ years from (Start date) to (End Date) .

Full Name  
Designation  
Date  
(Seal of Bidder)

## Annexure 5 – Technical Bid/Proposal

The Bidder should submit the following details:

**1 Understanding of Concept & conceptual clarity** (Upto 2 page only)

**2 Understanding of TOR** (Upto 2 page only)

**3 Innovative ideas** (Upto 2 page only)

**4 List of Relevant Experiences** - with the documentary evidences be attached.

**a. List of Projects as per format below**

Sr. No	Name of Project ( * )	Client Type (Govt. Others)	Project Value (in INR)	Type of Event (Physical/ Virtual)	No of Users/ Participant s
1					
2					

\* Kindly attach **Work order AND**, Completion Certificates from the Client **OR**, Certificate of Completion (Certified by the Statutory Auditor)

**5. Resource/Manpower strength: Declaration As per at Annexure10**

**6. Office Address presence: Declaration As per at Annexure 8**

**7. Presentations to be made and submitted by agencies**

The presentation should cover the details of events organized in the past which should cover the details as below:

- 1 mega event of minimum 50 Lacs organized in the past and 2 mid-sized events of minimum 25 Lakhs each with different clientele.
- The details of event organized for any of Central/ State Govt. department.
- Events must capture the following: the design of event from start to finish including pre, post and during event services, hospitality, logistics
- Media Production: Film script, Print ads, Digital Ads, social media campaigns, any other campaigns that the agency may like to present
- Innovative ideas for the inaugural ceremony and the event
- The presentation must be made keeping in view physical event.
- Understanding of Concept & conceptual clarity
- Agency Capability: Work experience in event management in the past
- How to enhance Brand
- Creative ideas that are relevant, solution-oriented and inspiring (Ideation and novelty factor)
- Detailed planning with contingency plans

## Annexure 6: Willingness for empanelment

(On the letter head of the bidder duly stamped & signed)

### **DECLARATION-CUM-CERTIFICATE**

#### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the (name of Bidder) is willing to empanel for all the locations under STPI Gurugram jurisdiction as per table “A” below.

Sr. No	State/ U.T	City
1	Haryana	Gurugram
2	Jammu & Kashmir	Srinagar
3	Jammu & Kashmir	Jammu
4	Rajasthan	Jaipur
5	Rajasthan	Jodhpur
6	Punjab	Mohali
7	Punjab	Amritsar
8	Himachal Pradesh	Shimla
9	Himachal Pradesh	Kangra
10	Chandigarh	Chandigarh
11	Delhi NCR	Delhi NCR

- I am aware that partial willingness will not be accepted & the bidder will be rejected.
- I am also aware the event may be planned at any of the STPI Office or any other location under the Jurisdiction of STPI Gurugram.
- I am also aware that any event being organized under Delhi NCR and Chandigarh by STPI Gurugram will also come under the scope of empanelled vendor.

Signature

Name Designation

Date:

Seal of the Organization

## Annexure 7 – Declaration: Not penalized or Found Guilty in any Court of Law

(On letterhead of the Bidder duly stamped and signed)

### **DECLARATION-CUM-CERTIFICATE**

#### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the (name of consulting firm/company) or any successor has not been penalized or found guilty in any court of law and the (firm/company) or any successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority as under:

- a) Prevention of Corruption Act, 1988 in last three years from the date of bid submission
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from the date of bid submission

Further, this is to certify that (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Signature

Name Designation

Date:

Seal of the Organization

## Annexure 8 – Declaration: Office Address Presence

(On letterhead of the Bidder duly stamped and signed)

### **DECLARATION-CUM-CERTIFICATE**

#### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the (name of Bidder) we have a total of (Nos.....) office across the country. The location and addresses are as under:

Sr. No	State and City/ Town	Address with Contact No
1		
2		

The above addresses have been checked and found true. If STPI request for address proof at any time we agree to provide the same.

Signature

Name Designation

Date:

Seal of the Organization



## Annexure 9 – Declaration: Turnover

(Endorsed by Authorized Chartered Accountant/Company Secretary)

### DECLARATION-CUM-CERTIFICATE

#### TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which they have entered with any other organization within the jurisdiction of India.

Items	2018-19	2019-20	2020-21	2021-22
The profit in the financial year was positive.	Yes/ No	Yes/ No	Yes/ No	Yes/ No
The Turnover was (In INR and Crore)				
Average Turnover is In INR and Crore)				

CA certified relevant document may also be submitted for financial year 2022-2023 up to Nov 2022.

Name:

Designation:

Date

**Seal**



Annexure 10– Declaration: Resource on Own Payroll

Endorsed by Authorized Signatory)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that (Name of Bidder) is having a total of employees (nos.....) on its own payroll on the day of (*insert date*).

Name:

Designation:

Date

**Seal**



## Annexure 11: Bid Security Declaration

To,

Director  
Software Technology Parks of India  
Plot No 30, Electronics City, Phase IV, Udyog Vihar,  
Sector – 18, Gurugram, Haryana

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFE # <<RFE Number for <<Name of the assignment>> (hereinafter called "the Bid") to STPI (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.\

(Authorized Signatory/ies of the Bidding Agency)

Seal:

Date:



## Annexure 12– Declaration for Event (Project Experience)

Endorsed by Authorized Signatory)

### **DECLARATION-CUM-CERTIFICATE**

#### **TO WHOM SO EVER IT MAY CONCERN**

This is to certify that (Name of Bidder) has completed total ..... number of events in last 4 years as per the following details

<b>Sr. No</b>	<b>Date of Event</b>	<b>Name of Event</b>	<b>Department/ Client Name</b>

**(Please attach relevant proof of each project)**

Name:

Designation:

Date

**Seal**