

# **Raipur Development Authority (RDA)**

II Floor Bhakta Mata karma Commercial Complex, New Rajendra Nagar, Raipur - 492001. Chhattisgarh. Phone: +91 - 771 -2536188, 2536788 Fax: +91 - 771 - 2534688

**Notice for Expression of Interest** 

website: www.rdaraipur.com

NIT No 32, Dated: 14/03/2018

Expression of Interest cum Proposal for appointment of Event Coordination And Management Agency (ECMA) for organizing Theme based Event in Kamal Vihar, RDA Raipur (C.G.)



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Kamal Vihar which is the largest Town Development Scheme in India spans across 1600 acres. The scheme is located at Heart of the Raipur City just 9 Km from Airport and Railway Station.

Raipur Development Authority invites Expression of Interest from reputed Agency for Organizing Theme Based Event in Kamal Vihar, RDA Raipur (C.G.).

Interested parties may send their Expression of Interest as per details indicated at RDA's website: "https://www.rdaraipur.com/tenders.php" latest by 5.30 p.m. 06/04/2018, in a sealed cover superscripting "Expression of Interest". Modification/Amendment if any, shall be published in the website only.

Chief Executive Officer
Raipur Development Authority
Raipur (C.G.)

Raipur Development Authority (RDA) was formed under the Chhattisgarh Town and Country Planning Act 1973 to implement the Raipur Development Plan (RDP) 2021 which places emphasis on planned development.

With an objective of developing a regulated Town Development within the City, Government of Chhattisgarh has provided RDA the mandate of developing eight Town Development Schemes.

### Raipur - Poised to Become Smart City in the Country

Government of Chhattisgarh is committed towards enhancing the lifestyle of the citizens with Socio-Economic Reforms and Good governance.

To transform Raipur as a Best city, the Chhattisgarh Government is developing one of the largest Town Development Schemes in the country, known as "Kamal Vihar" encompassing the smart facilities.

<u>Kamal Vihar</u> which is spread over 1600 Acres is one of the largest Town Development Schemes in India. It encompasses 20 Sectors with State of Art facilities and Smart features.

<u>Location:</u> Kamal Vihar Site is located at Heart of the City, 9 Kms from both Swami Vivekananda Airport and Railway Station.

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### **DISCLAIMER**

- 1. The Expression of Interest cum proposal contains EOI cum Proposal Document.
- 2. The information contained in this Short Notice Inviting Expression of Interest cum Proposal (the "EOI") or subsequently provided to Applicant(s), verbally or whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicants(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
- 3. This EOI document is not an agreement and is neither an offer nor invitation by Raipur Development Authority (the "Authority" or RDA) to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their proposal and financial offers pursuant to this EOI (the "Bid" or "Proposal"). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicants may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicants should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 4. Information provided in this EOI to the Applicants (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 5. The Authority and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicants 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Bid Stage.
- 6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicants upon the statements contained in this EOI.

- 7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
- 8. The issue of this EOI does not imply that the Authority is bound to select an Applicants or to appoint the Preferred Applicants, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.
- 9. The Applicants shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicants and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicants in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# **IMPORTANT INFORMATION**

S.No	Particulars	Description
1.	Name of the project	Expression of Interest cum Proposal for appointment of Event Coordination and Management Agency (ECMA) for organizing Theme based Event in Kamal Vihar, RDA Raipur (C.G.)
2.	EOI issued by	Raipur Development Authority (RDA)
3.	Cost of EOI Documents	INR 5,000/- (Five thousand only) including GST in form of DD drawn in the favor of "CEO, Raipur Development Authority", Raipur.
4.	Date of Issue of EOI cum Proposal	FROM 05:30 PM ON 16/03/2018 UP TO 05:30 PM on 06/04/2018
5.	Last date for Submission of Bids (Both Technical and Financial)	UP TO 5:30 PM on Date: 06/04/2018
6.	Opening of Technical Bid	09/04/2018 up to 5:30 PM
7.	Opening of Financial Bid	Time & Date will be intimated later after to qualified applicants
8.	Place of obtaining EOI Documents	The EOI can also be downloaded from RDA Website: "https://www.rdaraipur.com/tenders.php" For such downloaded document the Applicants has to enclose DD amounting to INR 5,000/- drawn in the favor of "CEO, Raipur Development Authority", Raipur
9.	Correspondence	cerdaryp@gmail.com

## **Important Dates**

1	Date of Issue of EOI cum Proposal	FROM 05:30 PM ON 16/03/2018 UP TO 05:30 PM on 06/04/2018
2.	Last Date for Submission of EOI cum Proposal	06/04/2018 up to 5:30 PM
3.	Date of Opening of Technical Proposal	09/04/2018 up to 5:30 PM
4.	Date of Opening of Financial Proposal	Shall be intimated later to qualified Applicants

#### RAIPUR DEVELOPMENT AUTHORITY

Invites Expression of Interest cum Proposal for appointment of Event Coordination and Management Agency (ECMA) for organizing Theme based Event in Kamal Vihar, RDA Raipur (C.G.)

### 1. Introduction:

- 1.1 As a dream destination to come...Live ...Invest....Enjoy.......RDA is planning to organize events in Kamal Vihar so that people could come and feel the uniqueness of the city. Through events RDA will promote all the investment areas in Kamal Vihar. People will get to know about investments in almost every sector (Residential, Commercial, IT / ITes etc.). Through these events Kamal Vihar will become LIVELY and VIBRANT.
- 1.2 RDA intends to appoint a technical agency to act as an Event Coordination and Management Agency (ECMA) for successful or organization of Event finalized and approved by RDA.
- 1.3 The ECMA is required to do following but not limited to activities:
  - Entire event management for finalized theme based event
  - Events marketing and promotion for participants generation
  - Culture programme or activities for events
  - Event Catering if required
  - Transportation and hospitality, if required and finalized for identified event
- 1.4 The Expression of Interest (EOI) cum Proposal are invited from the interested applicants having adequate experience of organizing and managing of such events and provide their services for Theme Based Events in Kamal Vihar, Raipur over a period of one year, as instructed by RDA.
- 1.5 Sealed proposals are invited as per the EOI cum Proposal document issued by RDA for selection of ECMA to conduct/organize an Event in Kamal Vihar (the Project) as per the terms and criteria given in this EOI cum Proposal Document.
- 1.6 Interested applicants are required to submit their response as per the terms and condition given in EOI cum Proposal Document.

## 2. Eligibility Criteria for Applicant (To form part of technical bid):

- 2.1 The Applicants should be a single entity. Joint Venture/Joint consortium is not allowed.
- 2.2 An Applicants may be a Private Entity, Register Society or Trust such as trade promotion bodies, associations etc.
- 2.3 The applicant should have received minimum fee of INR 5,00,000/- (Rupees Five Lakh only) towards event management or event coordination fee in last financial year (2017-18) The applicant should submit details of such completed events as per the **Form III** with brief description and photographs of events if possible.
- 2.4 The applicant should submit the references, appointment letters / work orders, payment receipts / completion certificate or any other relevant documents as a proof to showcase the experience of organizing similar events.

## 3. Event Brief and Scope of Work

- 3.1 RDA has decided to organize Theme Based Event to showcase the completed and ongoing infrastructure and investment works of Kamal Vihar and also to provide information on investment opportunities and other facilities for end users.
- 3.2 The scope of work of ECMA for each event will include but not limited to following activities:
  - Event and exhibition management.
  - Strategy for event marketing and promotion for maximizing the participation of citizens for the event: RDA will bear the cost of marketing and promotion of the event as per the available budget per event.
  - Cultures programmers and other activities during the event as per the requirement
  - Appointed applicant is free to generate additional revenue from other commercial activities such as food stalls etc. However prior approval needs to be taken from RDA by furnishing detailed information of all such stalls.
  - Transportation and Hospitality, if required
  - Event catering, if required

## 4. Selection of Applicant:

4.1 The Authority shall open the Technical Proposals at 11.00 Am onwards on Technical bid opening date, at RDA office. The Envelope B - "Technical Proposal" shall be opened first. The Envelope C - "Financial Proposal" shall be kept sealed for opening at a later date

- 4.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI.
- 4.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 4.4 The evaluation committee will evaluate the submitted proposal by applicants as per the terms and condition of EOI. The detail technical and financial evaluation is mentioned in clause 4.5 and clause 4.6.

### 4.5 Technical Evaluation:

The Submitted Proposal from the applicant for each project shall be evaluated separately by the evaluation committee formed by the RDA based on the following Criteria:

S.#	Criteria	Maximum Marks	Scored Marks
Techn	ical Evaluation		
1	Strength and experience of applicant of organizing the such similar event	30	
2	Proposed Theme for event	30	
3	Proposed Activities	20	
4	Understanding of proposed concept, its planning outline, time scheduling of event, campaign approach and proposed budget for the event	20	
	Total Marks of Technical Evaluation (S <sub>T</sub> )	100	

Note: The Applicant scoring minimum 50 marks in technical evaluation shall only be considered for further evaluation.

#### 4.6 Financial Evaluation:

 After the technical evaluation, the Authority shall shortlist qualified Applicants as per the clause 4.5, thus eligible for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for opening of Financial Proposals. The Financial Proposals shall be opened in the presence of representatives of qualified Applicants, if present The Authority shall not entertain any query or clarification from Applicants who fail to qualify at any stage of the Technical Selection Process.

• The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicants to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the Consultant. The **Lowest Financial Proposal (F<sub>M</sub>)** will be given a financial score (S<sub>F</sub>) of 100 points. The financial scores of other proposals will be computed as follows:

 $S_F = 100 \times F_M/F$  (where F = amount of Financial Proposal under consideration and  $F_M$  is lowest financial proposal)

#### 4.7 Combined and Final Evaluation:

Proposals will finally be ranked according to their combined Technical (S<sub>T</sub>) and
 Financial (S<sub>F</sub>) scores as follows:

$$S = S_T x T + S_F x F$$

Where, T and F are weights assigned to Technical Proposal and Financial Proposal that shall be 0.8 and 0.2 respectively.

The Preferred Applicant shall be the Applicant having the highest combined score.
 The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 4.7

### 4.8 Appointment of Preferred Applicant as ECMA

- The Preferred Applicant may, if necessary, be invited for negotiations. The
  negotiations shall generally be for re-confirming the obligations of the applicant
  under this EOI. Issues such as finalization of theme, scheduling, activity planning
  and role and responsibly etc shall be discussed during negotiations with respect
  to financial proposal
- After selection, a Notice of Award (the "NOA") shall be issued, induplicate, by the
  Authority to the Selected Applicants and the Selected Applicants shall, within 7
  (seven) days of the receipt of the NOA, sign and return the duplicate copy of the
  NOA in acknowledgement thereof. In the event the duplicate copy of the NOA duly
  signed by the Selected Applicants is not received by the stipulated date, the
  Authority may, unless it consents to extension of time for submission thereof,
  cancel the selection and the next eligible Applicants may be considered.
- After acknowledgement of the NOA as aforesaid by the Selected Applicants, it shall cause the Authority to issue the work order to the selected applicant as ECMA for selected event.

## 5. Validity of EOI

EOI shall remain valid for a period of One-Twenty (120) days from the Proposal Due date.

## 6. Payment Schedule-

After approval of the Event Proposal with Budget and ECMA fee the RDA will pay the Fee of ECMA as per following timelines:

S.#	Deliverable	Percentage of total
		fee
1	Approval of Event date, budget and time	20%
2	For purchase of event related materials, marketing and other	30%
	requirements (7 days prior to event)	
3	After completion of event	50%

## 7. Submission of Proposal

- The EOI shall be typed or written in indelible ink and each page shall be signed by the authorized signatory of the applicant. All the alterations, omissions, additions, or any other amendments made to the EOI shall also be signed by the applicant.
- Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a. Name & address of Applicants
  - b. Contact person name & phone number
  - c. EOI Name & its Due Date
- All envelopes shall be addressed to:

Chief Executive Officer

Raipur Development Authority,

II Floor Bhakta Mata karma Commercial Complex,

New Rajender Nagar, Raipur - 492001. Chhattisgarh.

Phone: +91 -771 -2536188, 2536788

Fax: + 91 - 771 - 2534688 website: www.rdaraipur.com

## Envelope "A" –

- i. Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)
- Envelope "B" (Technical Proposal)-It will contain following
  - i. Covering Letter (Form I)
  - ii. Signed copy of Information of Applicant (Form II)
  - iii. Signed copy of Experience (Form III)
  - iv. Signed copy of Event Proposal (Form IV)
  - v. Power of Attorney for signing the Proposal.(Optional) (Form V)
  - vi. Affidavit of having provided all correct information (Form VI)

## Envelope C : Signed copy of Financial Proposal as per Form VII (Financial Proposal)

## 8. Rights of the Chief Executive Officer

The Applicants that are found responsive in Terms of the EOI document shall only be considered. The Chief Executive Officer, RDA reserves the right to call for clarification or additional document as deemed fit.

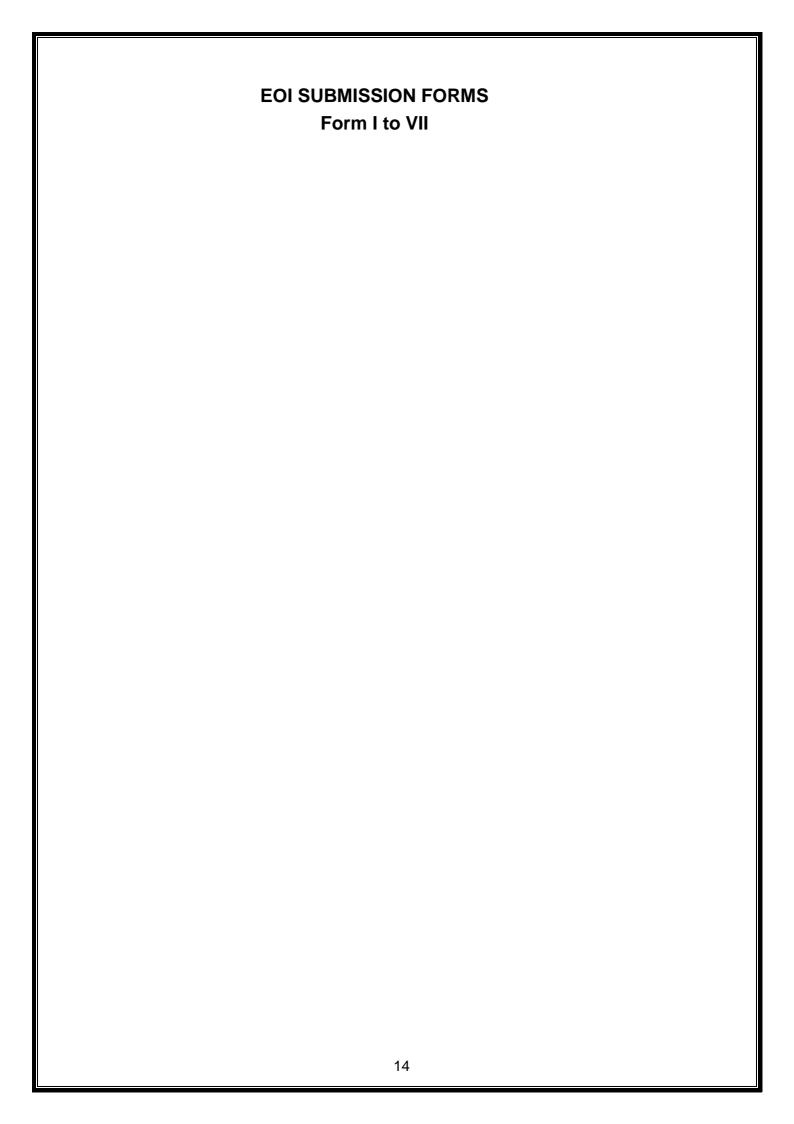
## 9. Confidentiality

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

### 10. Cancellation of Tender

The RDA reserves the right to reject any or all EOI without assigning any reasons what so ever. RDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website "https://www.rdaraipur.com/tenders.php" and which shall not be published in newspaper/s.

Chief Engineer
Raipur Development Authority
Raipur (C.G.)



Form I

# Covering Letter for Proposal Submission (To be kept in Envelop B-on Applicant's Letter Head)

Dated:

To, Chief Executive Officer, Raipur Development Authority, Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492001, <u>Chhattisgarh</u>

Phone: +91 - 771 -2536188, 2536788

Fax: +91 - 771 -25346688

Subject: Notice inviting EOI cum Proposal for appointment of Event Coordination and Management Agency (ECMA) for event organizing in Kamal Vihar, Raipur (C.G.)

### Dear Sir,

- 1. With reference to your EOI document dated ......, I/we, having examined the EOI Documents and understood their contents, hereby submit my/our EOI for the aforesaid Project. The EOI is unconditional and unqualified.
- 2. All information provided in by **me/us is/are** true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of RDA at any stage, then it may take suitable action against as deemed fit by the RDA. In such case the EMD or BG, if any shall stand forfeited and I/we, will have no claim whatsoever.
- 3. I/ We acknowledge the right of the Authority to cancel the EOI process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4. I/We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India nor on defaulter list of any bank registered in India.
- 5. I/ We declare that:
  - i. I/We do not have any conflict of interest.
  - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any EOI or Tender issued by or any agreement entered into with the RDA or any other public sector enterprise or any government, Central or State department; and
  - iii. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6. I/ We shall make available to the RDA any additional information it may find necessary or require to supplement or authenticate the EOI.
- 7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or

- arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 8. I/ We declare that we are not a Member or partner of a/ any other firm submitting a EOI for the Project
- 9. In the event of my/ our being declared as the Preferred Applicant, I/We agree to perform the services in accordance with the Work Order and as per the terms and condition of EOI cum Proposal Document.
- 10. The Financial Proposal has been quoted by me/us (Envelope-C) after taking into consideration all the terms and conditions stated in the EOI and the Draft License Agreement.
- 11. I/We agree to keep this offer valid as per clause 5 from the Proposal Due Date specified in the EOI.
- 12. I/ We further certify that in regard to matters relating to Proposal 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.
- 13. I/ 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.
- 14. I/We agree and undertake to abide by all the terms and conditions of the EOI document.
- 15. For Applicants who have **downloaded the documents directly from website--** I/we am/are enclosing the declaration (Form 2) along with EOI cost in the form of DD.
- 16. I/we submit technical Proposal (Envelope-B) and financial Proposal (Envelope-C) under and in accordance with the terms of the EOI.

Date: Place:				
		(Signature of th	ne Autorised Signat Name & Designa	• .

## **INFORMATION OF APPLICANT**

1.	(a) N	lame:
	(b) C	Country of incorporation/Registration:
	(c) A	ddress of the corporate headquarters and its branch office(s), if any, in India:
	(d) [	Date of incorporation/Registration and/ or commencement of business:
1.	Brief d	escription of the entity including details of its main lines of business
;	and pro	pposed role and responsibilities in this Project:
3.	Detail Autho	s of individual(s) who will serve as the point of contact/ communication for the prity:
	(a)	Name:
	(b)	Designation:
	(c)	Company:
	(d)	Address:
	(e)	Telephone Number:
	(f)	E-Mail Address:
	(g)	Fax Number:
4.	Partio	culars of the Authorized
	Signa	atory of the Applicants:
	(a)	Name:
	(b)	Designation:
	(c)	Address:
	(d)	Phone Number:
	(e)	Fax Number:
		Yours faithfully
Date:		(Signature, name and designation of the Authorized Signatory)
Place:		Name and seal of the Applicants/ Lead
Memb		Name and seal of the Applicants/ Lead
IVICITIO	O1	

# **EXPERIECNE OF THE APPLICANT**[Refer to Clauses 2 (Technical Capacity)]

## Name of the Applicants:

Parameters	Particulars of the Project
Title of the Project / Event	
Purpose of Event	
Brief description of event	
Client (Self/client name)	
Location	
Duration of Event	
Proposed Role and	
responsibilities of	
Applicant	
Received Fee for Event	
(in INR)	

Note: Use separate sheet to showcase the experience of each event Enclosures –

1. Supporting documents as per the clause 2 of EOI document

Yours faithfully,

Date: (Signature of the Authorized

signatory)

(Name and designation of the of the Authorized

Place: signatory)

Name and seal of Applicants

## **Proposal for Event**

(Refer to Clause 3 of EOI cum Proposal document)

Proposal for Theme Based Event in Month of ............, 2018

S.No.	Particulars	Description
1	Proposed Them for Event	
2	Target population and age	
	group and relevance of	
	Event	
3	Expected Foot Fall during	
	the event	
4	Marketing Strategy for the event	
5	Benefits of Event	
6	Proposed Budget of Event	
7	Suggested dates for minimum 04 events spread over the period of 12 months	

Signature
Name & Designation of Authorized Person
Company Seal
Company:
Date:

Form V

# Format for Power of Attorney for signing of Bid(OPTIONAL) (To be submitted on Rs. 100 Stamp Paper)

registered office) do hereby irrevocably con (Name), son/daughter/wife of, who is presently e, as our true and law do in our name and on our behalf, all such a	
based Event in Kamal Vihar, RDA Raipur (C. Development Authority, Raipur (the "Departr of all applications, bids and other documents a and providing information / responses to the Department, signing and execution of all undertakings consequent to acceptance of our matters in connection with or relating to or award thereof to us and/or till the entering into	Management Agency (ECMA) for organizing Theme G.)" Project proposed or being developed by the Raipur ment") including but not limited to signing and submission and writings, participate in bidders' and other conferences Department, representing us in all matters before the contracts including the Concession Agreement and ar bid, and generally dealing with the Department in all arising out of our bid for the said Project and/or upon of the Concession Agreement with the Department.
things done or caused to be done by our sconferred by this Power of Attorney and that	
	For
	(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms
Witnesses: 1. 2.	
<del></del>	

## Notarized Notarized

Person identified by me/personally appeared before me /signed before me/Attested/Authenticated\* (\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary Date

## Accepted

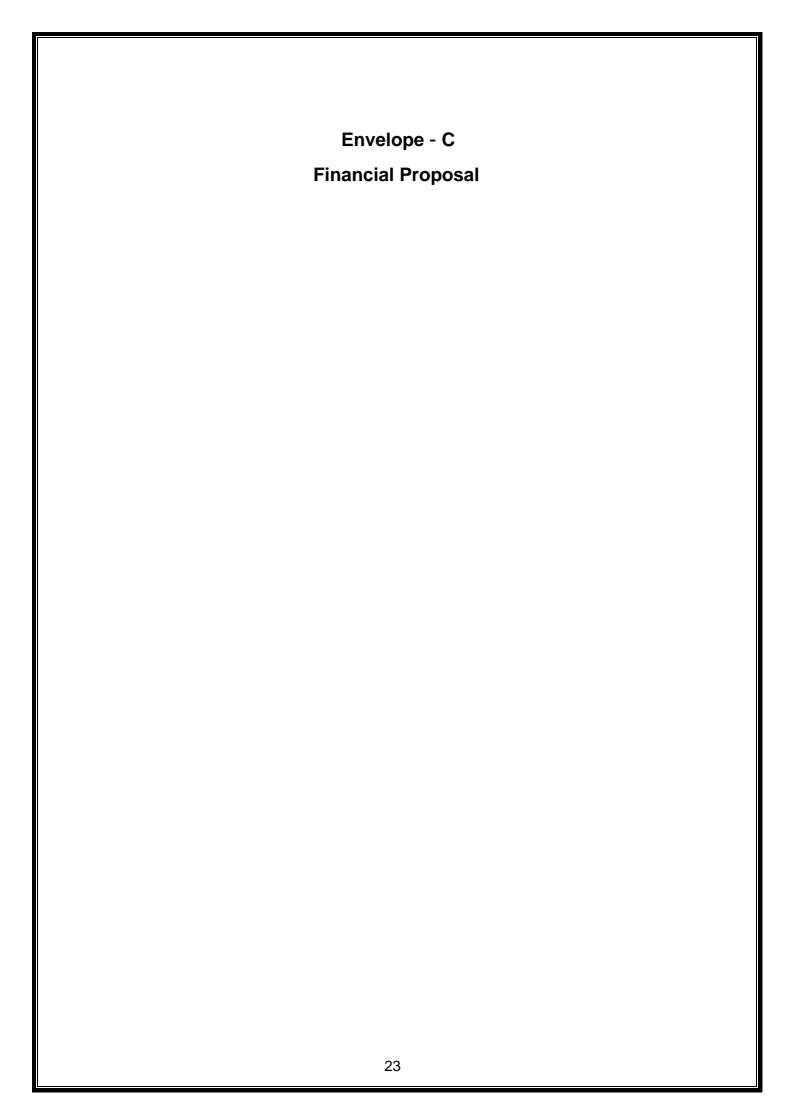
(Signature, name, designation and address of the Attorney)

### Notes:

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

# Affidavit (To be submitted on Rs. 100 Stamp Paper)

IS/o	Aged
years	(Address
)	
(For and on behalf of	). do
here by and herewith solemnly affirm / state on oat	h that: -
1. All documents and Information's furnished a knowledge and belief	re correct in all respects to the best of my
Micwicage and benef	
2. I have not suppressed or omitted any require	ed/relevant information.
3. I hereby authorize the Raipur Development A documents submitted verified from appropriate	
() Authorized signatory / for and on behalf of	
(Affix seal)	
Veri	<b>fication</b> do here by affirm that the contents stated in
Para 1 to 3 above are true to the best of my knowl Verified that this	edge and believe and are based on my / our record.
	· ,
Seal of attestation by a public Notary with date	
()	
Authorized signatory / for and on behalf of	
(Affix seal)	



## **Financial Proposal**

Expression of Interest cum Proposal for appointment of Event Coordination and Management Agency (ECMA) for organizing Theme Based Event in Kamal Vihar, Raipur (C.G.)

1.	1 :	Shri/Sr	mt/Ms			S/D/W/o					du	ıly a	auth	orize	d by
						Pa	artne	rship Firm	/ Private	/ Pu	blic	Limite	ed C	omp	any to
	sub	mit th	is EOI,	here	by	submit	the	financial	proposal	in	the	form	of	the	Event
	Org	ganizat	ion Fee	specif	ied i	n the ta	ble b	elowfor th	ne service:	s as	Eve	nt Ma	nag	jeme	nt and
	Cod	ordinat	ion Age	ncy (E	MC	۹).									

	Quoted Event Fee (in INR)						
Particulars	INR In Figure	INR. In Words					
Event Fee for the Proposed							
Event in first Quarter of							
2018-2019 (March 2018 to							
May 2018)							
Event Fee for the Proposed							
Event in second Quarter of							
2018-2019 (June 2018 to							
August 2018)							
Event Fee for the Proposed							
Event in third Quarter of							
2018-2019 (September							
2018 to November 2018)							
Event Fee for the Proposed							
Event in fourth Quarter of							
2018-2019 (December 2018							
to February 2019)							

- 2. If this EOI be accepted by authority, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the allotment set forth in the EOI document.
- 3. The financial bid for each event includes the cost of entire management, coordination, manpower for concept of the event and to perform all the services as per the scope of work mention in EOI document.

## **Signature of the Authorized Signatory**

Dated - / /2018

Name:

Designation:

# PRE CONTRACT INTEGRITY PACT (To be submitted on Rs. 100 Stamp Paper)

### 1. GENERAL

- 1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as Town & Country Development Authority under provision of Nagar Tattha Gram Nivesh Act. 1973.

#### 2. OBJECTIVES:

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to ,during and subsequent to the Contract to be entered into which a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

## 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER 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 BUYER, connected directly or indirectly with the biding 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.
- 4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

### 5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

### 6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
- 6.1.1. Bank Draft or Pay Order in favour of .....
- 6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ................................ on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 6.1.3. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

#### 7. SANCTIONS FOR violations'

- 7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
- 7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 7.1.4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 7.1.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- 7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.1.7. To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 7.1.8. To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.
- 7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BIDDER, the same shall not be opened.
- 7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- 7.1.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

### 8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of Chhattisgarh or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

### 9. INDEPENDENT MONITORS

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the fight to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

### 11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

### 12. OTHER LEGAL ACTONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

### 13. VALIDITY

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

BUYER		BIDDER

14. The parties hereby sign this Integrity Pact at ......on ......

Name of the Officer

Designation

Department/PSU

Witness Witness 1) ..... 1) ..... ...... 2) ..... 2)