

**Request for Proposal (RFP) for Selection of an Agency for
providing Event Management, Logistics and other services for
Tamil Nadu Second International Climate Summit 2024 by the
3rd week of February 2024 at Chennai**



**QCBS – Dual Cover system
(Quality-cum-Cost Based Selection)**

F.No. 1519 / TNCCM /DoE&CC/2023, Dated: 08/01/2024

Timeline of important dates

Date of Release of RFP	8 rd January 2024
Pre Bid meeting	18 th January 2024 @ 4.00 PM
Last Date for Proposal Submission	24 th January 2024 @ 3.00 PM
Date of Opening of Technical Proposal	29 th January 2024 @ 11.00 AM at the office of Director, Department of Environment and Climate Change, No.1, Jeenis Road, Ground Floor, Panagal Building, Saidapet, Chennai- 600015.
Tender Application Fee	Can be downloaded free of cost
Quality-cum-Cost Based Selection (QCBS)	80:20

ACRONYMS

S.No	Acronym	
1	RFP	Request for Proposal
2	QCBS	Quality-cum-Cost Based Selection
3	DoE&CC	Department of Environment and Climate Change
	TNCCM	Tamil Nadu Climate Change Mission
4	TNSCS	Tamil Nadu Second Climate Summit
5	MoECC&F	Ministry of Environment, Climate Change and Forest
6	GoI	Government of India
7	JV	Joint Venture
8	EMD	Earnest Money Deposit
9	DTP	Desktop Publishing
10	CV	Curriculum Vitae
11	PPT	Power Point Presentation
12	PDF	Portable Document Format
13	GST	Goods & Service Tax

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidder (s), whether verbally or in documentary or any other form by or on behalf of **the Director, DoE&CC**, or any of their employees or advisors, is provided to bidder (S) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **the Director, DoE&CC**, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived by **the Director, DoE&CC**, in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for **the Director, DoE&CC**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the Bidder (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 Director, DoE&CC**, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Director, DoE&CC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder or bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in any way in this bid state. **The Director, DoE&CC**, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. **The Director, DoE&CC**, 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 RFP. The issue of this RFP does not imply that **the Director, DoE&CC**, is bound to select a bidder or to appoint the selected bidder or media, branding and communication partner as the case may be, for the assignment and **the Director, DoE&CC**, reserves the right to reject all or any of the bidders or proposals without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **the Director, DoE&CC**, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder.

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DEFINITIONS

- a) “Applicant” means a reputed national / international company / firm having the requisite qualifications and experiences may download the RFP document from the website of DoE&CC (www.environment.tn.gov.in) and Tamil Nadu Government e-Procurement Portal (<https://tntenders.gov.in>) to apply for the same. The applicant who succeeds in this RFP process shall also be referred to as “Agency”.
- b) “Proposal submission date” means the prescribed last date for submission of the proposal (including the technical proposal and financial bid) as provided in the schedule for submission of RFP.
- c) “DoE&CC” means **Department of Environment and Climate Change**.
- d) “Client” means **DoE&CC**
- e) “Project” means the assignment for providing consultancy support to **DoE&CC** for the **Tamil Nadu Second International Climate Summit 2024** by the 3rd week of February as described in the scope of work provided in section 2 of this RFP.
- f) “RFP” means Request for Proposal.

SECTION 1 - TENDER NOTICE

During the Budget Speech for the year 2021-2022, the Hon'ble Minister for Finance and Human Resources Management, among other announcements, made the following statement "Combating and mitigating the impact of climate change is crucial for a coastal state like Tamil Nadu. To facilitate necessary action, the current Government, under the leadership of Hon'ble Chief Minister, has launched the Tamil Nadu Climate Change Mission to embark on Climate Change adaptation and mitigation activities with a total outlay of Rs. 500 Crore".

In accordance with the above announcement, Government of Tamil Nadu is committed to build a sustainable and climate resilient future for its people through the Climate Change Mission (TNCCM) and was launched by Hon'ble Chief Minister on 09.12.2022. In connection to this, Government issued a G.O. (MS). No. 54 dated 23.03.2022 which identifies the focus areas for climate action and the activities to be carried out under Tamil Nadu Climate Change Mission. To effectively implement the Tamil Nadu Climate Change Mission activities, DoE&CC has proposed to conduct **Tamil Nadu Second International Climate Summit 2024**, by the 3rd week of February.

In view of that, Tamil Nadu Climate Change Mission, under DoE&CC, Government of Tamil Nadu proposes to engage professional firm for providing logistics and other services for **Tamil Nadu Second International Climate Summit 2024**, by the 3rd week of February. Proposals are hereby invited from reputed and experienced agencies to serve as Agency partner for **Tamil Nadu Second International Climate Summit 2024**, by the 3rd week of February via Tamil Nadu Government e-Procurement System only, as per the terms and conditions provided in this RFP.

Schedule for Submission of the RFP:

EVENTS	DATE
Date of Release of RFP	8 rd January 2024
Pre Bid meeting	18 th January 2024 @ 4.00 PM
Last Date for Proposal Submission	24 th January 2024 @ 3.00 PM
Date of Opening of Technical Proposal	29 th January 2024 @ 11.00 AM at the office of Director, Department of Environment and Climate Change, No.1, Jeenis Road, Ground Floor, Panagal Building, Saidapet, Chennai- 600015.
EMD amount	Rs.50,000/- (Fixed) (Rupees Fifty Thousand Only)
EMD method	Through Electronic transfer provided in the Tamil Nadu Government e-Procurement Portal



Chief Mission Director,
Tamil Nadu Climate Change Mission,
Department of Environment and Climate Change.

SECTION 2 - SCOPE OF WORK

A. Scope of Work

The Agency will be engaged for the following services in relation to **Tamil Nadu Second International Climate Summit 2024** to be held on by the 3rd week of February.

a. Venue & Hospitality service:

- i. Identify and propose suitable venues for conduct of the event with 500 Nos. participants from International and National Agencies.
- ii. The Venue shall be in the proximity to Airport and other transport infrastructure for easy commute.
- iii. Provide Hospitality service i.e., accommodation, food, other required services for at least 10 Nos. of First-Class committee of Tamil Governing Council Members on Climate Change.
- iv. Provide Food to 500 participants for 2 days (Morning Hi-tea, Lunch and Evening Tea)
- v. Coordinate and manage various vendors, including catering, security, and any other service providers necessary for the smooth conduct of the event.
- vi. Establish the Accommodation Agreement: the accommodation agreement shall be established by both the parties.
- vii. Providing additional rooms and other hospitality services assigned by the **Director, DoE&CC**, from time to time.

b. Event organizing

- i. In the Programme Venue of Approx. 8000 – 10000 sq. ft. area.
- ii. Providing event management and logistic support like manpower including emcee and hostess, main stage, sound, lights, truss, carpets, furniture, barricades, Q-managers, set designs, floral arrangements, LED wall, VVIP chairs and sofa, high resolution photography and videography, registration backdrop, Hashtag board for the main event at programme venue.
- iii. Designing of creative banners / posters etc., for print, digital, electronic media and facilitating the designing of panels, display boards, signage, power backup etc.
- iv. Facilitating and creation of advertisements for print, electronic and interactive media platforms.

- v. The agency partner should provide all digital services necessary for the event. Publicity materials will have to be designed in both Tamil and English.
- vi. Designing and preparation of brochures, promotional materials, booklets, seminar kits, mementos etc. and providing services related to multi-color printing and so on.
- vii. Providing customized stalls as and when required.
- viii. Incorporate sustainable practices throughout the event planning and execution processes such as minimizing paper usage, promoting waste management, and adopting energy efficient measures.
- ix. Media space buying is not within the scope of this RFP but the Agency partner must coordinate this activity and must assist **the Director, DoE&CC**, in obtaining the best possible rates for accommodating the media persons.
- x. Event Period -The Event is for a tentative period of **2 days**. The above period is subject to change depending on the actual date of the summit and **the Director, DoE&CC**, reserves the right to change or modify the above period.
- xi. Any other creative work that may be assigned by **the Director, DoE&CC**, from time to time.

c. Deliverables

- i. Detailed event plan and timeline, including milestone and critical activities.
- ii. Regular progress report on the implementation of tasks and adherence to the assigned budget.
- iii. Fully executed and managed event, ensuring the smooth operation and successful outcome of all event elements.
- iv. Post-event report, summarizing key outcomes, challenges and recommendations for future improvements.

d. Reporting and communication

- i. A dedicated project manager as the primary point of contact for all communication and coordination.
- ii. Regular progress updates and reports shall be submitted to the event organizers, highlighting achievements challenges and any significant deviation from the agreed plan.

e. Compliance with legal and safety standards

- i. The event management agency shall ensure compliance with all relevant local, national and international laws, regulation and safety standards applicable for the event and its operations.
- ii. Necessary permits, licenses, and certifications should be obtained as required for the smooth and lawful execution of the event.
- iii. The event management agency shall conduct regular safety inspections of the event venue facilities and equipment addressing any potential hazards or risks promptly.

B. Terms of Payment

The Agency is required to quote their fees for the total duration of project and the payment flow would be as follows:

Terms of Payment	
Stages of payment	% of total fees quoted
Mobilization fees at the time of signing the contract	50% On providing Bank Guarantee
One Month after completion of the Tamil Nadu Second International Climate Summit 2024	50%
Total	100%



Chief Mission Director,
Tamil Nadu Climate Change Mission,
Department of Environment and Climate Change.

SECTION 3-QUALIFICATION CRITERIA

A) General

- a. Experience: The Agency should have been in the business of providing Construction of stalls, erection of stage, audio & visual arrangements, Creative designing services like advertisement designs preparations, creative preparations, brochures, booklets, and related activities in India for at least 5 years as on 08.01.2024 related to big events in State and Central Government.
 - i. The firm should have its own office in Chennai to regularly serve our purpose.
 - ii. The bidder must be proprietorship firm or partnership firm or private limited company or public limited company. In case of partnership firm, it must be registered under Partnership Act. In case of private limited company or public limited company, it must be registered under the Indian Companies Act 1956.
 - iii. Proof of Partnership Deed, Incorporation of the Firm / Company (Articles of Association) should be submitted duly attested by the authorized signatory.
 - iv. Statement of legal capacity.
 - v. Five work order copies in the last two years related to State or Central Government event management / exhibitions / Summits of value not less than 25 Lakhs. Work orders & photo proofs to be attached.
- b. Consortium / JV / tie-ups not allowed.
- c. The Agency should have annual revenue of Rs.2.00 Crore in any of the last three financial years mentioned 2020-21, 2021-22 and 2022-23. Copy of audited balance sheet (including Profit and Loss Statement) for last 3 financial years clearly indicating the revenue from relevant applicable activities and attested by the authorized signatory should be attached.
- d. The Agency should have been registered entity in India. It should have at least 10 dedicated resources in the field of Event Management, Exhibition stall coordinators, Graphic Designers, Copy Writers, Script writers, etc.
- e. Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.
 - i. Permanent Account Number (PAN).
 - ii. GST Registration Number.
 - iii. Income Tax Returns filed for the financial years- 2020-21, 2021-22 and 2022-23.

- f. The Agency should not have been blacklisted by any of the Govt. of Tamil Nadu, Govt. of India, or any State Government/PSUs. An affidavit to this effect should be provided by the agency on appropriate stamp paper.
- g. The Agency should be a profit-making agency in each of the last three financial years.
- h. Individuals who have done piecemeal/freelance/job work are not eligible for this tender.
- i. The Agency should submit the sample of latest creative work carried out in the last three years

SECTION 4- INSTRUCTION TO BIDDING AGENCIES

- a) The Technical Proposal and Financial Proposal along with EMD shall be uploaded in Tamil Nadu Government e-Procurement System only (<https://tntenders.gov.in>).
- b) Any Proposal received by **the Director, DoE&CC**, through postal will be summarily rejected. **The Director, DoE&CC**, shall not be responsible for any delays in submission through the Tamil Nadu Government e-Procurement System.
- c) The proposals shall be digitally signed using DSC, provided by list of vendors available in the Tamil Nadu Government e-Procurement System using the link
(<https://www.tntenders.gov.in/nicgep/app?component=%24DirectLink&page=DSCInfo&service=direct&session=T>)
- d) The selection would be on the Quality Cum Cost Based Selection (QCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.
- e) The Agency should be able to provide a qualified servicing and creative team, for undertaking the creative work and campaigns. The Agency team would work closely with **the Director, DoE&CC**, and should be available always at the call of the Management.
- f) The Agency team should include: Creative Director (1 no's), Copy writer (2 no's), Visualizer (2 no's), person for DTP servicing (2 no's).
 - a. The team must be stationed in Chennai during the entire project period. The creative team mentioned in the bid should necessarily be the same which would work on this account.
 - b. A confirmation letter from the Agency for being able to provide the qualified team should be attached.

- c. CVs of all the team members certified by the authorized signatory and clearly indicating educational and professional qualification and experience should be attached.
- g) The Agencies shall bear all costs associated with the preparation and submission of their proposals through Tamil Nadu Government e-Procurement System. **The Director, DoE&CC**, is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to **the Director, DoE&CC**.
- h) The Technical and Financial Proposal to be submitted by the Agency should be firm and valid for a period of 90 days from the last date of submission of the proposal.
- i) Applicants may seek clarifications on the guiding document, if any, must be sent in writing, email tnclimatechangemission@gmail.com to **DoE&CC**.
- j) At any time before the submission of proposals, **the Director, DoE&CC**, may amend this document by issuing an addendum, which shall be binding on the agencies
- k) The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document digitally signed by the authorized signatory should be the part of the technical proposal.
- l) **The Director, DoE&CC**, will select the agency who has scored the highest as per the evaluation criteria – combined score of technical proposal and financial quote.
- m) The selected firm may be invited for negotiations, if felt necessary by **the Director, DoE&CC**.

SECTION 5 - PREPARATION, SUBMISSION AND EVALUATION

A. Preparation of Technical Proposal

In addition to the documentary proof of the minimum qualification criteria listed in Section 3, it is suggested that the agency should upload a single PDF file covering the following invariably which would be considered for further evaluation as part of technical presentation.

- a) Dedicated Team Details – The Key members that would be working on the project should be indicated along with the career profile. CVs of all the team members certified by the authorized signatory and clearly indicating educational and professional qualification and experience should be attached.

- b) A confirmation letter from the Agency for being able to provide the qualified team should be attached.
- c) List of the Clients and the work assignment as per the prescribed format should be provided.
- d) List of available infrastructures at the local office in Chennai for undertaking the Activities mentioned in the scope of work.
- e) Single point of contact: Please indicate the senior management personnel, who would be in regular touch with **the DoE&CC** for assignment.
- f) Copy of audited balance sheet (including Profit and Loss Statement) for last 3 financial years clearly indicating the revenue from relevant applicable activities and attested by the authorized signatory should be attached.
- g) Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.
 - Permanent Account Number (PAN).
 - GST Registration Number.
 - Income Tax Returns filed for the financial years- 2020-21, 2021-22 and 2022-23.
- h) The Agency should not have been blacklisted by any of the Govt. of Tamil Nadu, Govt. of India, or any State Government/PSUs. An affidavit to this effect should be provided by the agency on appropriate stamp paper.
- i) Proof of Partnership Deed, Incorporation of the Firm / Company (Articles of Association) should be submitted duly attested by the authorized signatory.
- j) Statement of legal capacity.
- k) Five work order copies in the last two years related to State or Central Government event management / exhibitions / Summits of value not less than 25 Lakhs. Work orders & photo proofs to be attached.
- l) The Agency should submit the sample of latest creative work carried out in the last three years.
- m) The Agency should submit the sample of latest creative work carried out in the last three years.
- n) Bidder must submit single design of the following creatives relating to Tamil Nadu Second International Climate Summit 2024 during submission of proposal:

- Sample brochure for Tamil Nadu Second International Climate Summit 2024 with Multi-Colour printing.
- Sample Hoarding or Advertisement (printed in A4 size paper) for Tamil Nadu Second International Climate Summit 2024. And a Short video of 60-120 seconds promoting the same event.
- Any one promotional literature from bidder's own end which will help to promote the event in a better way.

B. Preparation of Financial Proposal:

- a) In preparing the financial proposal, the Agencies are expected to consider the various requirement and conditions stipulated in the Tamil Nadu Government e-Procurement Portal and in this RFP document.
- b) The Financial Bid shall contain the financial quote covering the total fees / cost for the entire project including GST/any other tax if applicable. The Financial Bid shall be for an overall amount for the entire project duration.
- c) The amount quoted should include all costs such as professional fees, consultancy fees, travel expenses, lodging, boarding, administrative charges, and all taxes/duties etc. **The Director, DoE&CC**, will not reimburse any other expenses other than what is quoted in the Financial Bid.
- d) The Financial Bid shall be only in Indian Rupees.
- e) The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- f) The proposal bid should be submitted as BQL file in Excel format in the Tamil Nadu Government e-Procurement Portal.
- g) The Agencies must do their due diligence about the tax implications and the Client will not be liable for any tax incident other than the applicable GST.
- h) The proposals must remain valid for a period as specified in this RFP. During this period, the Agency is expected to keep available the professional staff proposed for the Project. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the Agencies to extend the validity of their proposals for a stated period. The Agencies, who do not agree, have the right not to extend the validity of their proposals.

C. Payment Schedule:

- a) The agreed fees would be paid as per the payment schedule specified in this RFP.
- b) The payment would be made within 30 working days after submission of the bills. A brief report of the work carried out along with the digital materials generated during the billing period should be submitted along with the bills.
- c) The final bill will be paid after submission of all the relevant documents, files, photographs, report, and any other material in hard/electronic format.

D. Opening of Bids:

The Technical Proposal shall be opened at the prescribed date and time and shall be evaluated for satisfactory compliance of qualifications and conditions.

E. Technical Score would be calculated based on the following parameter:

- 1. Experience in Creative design, managing event arrangements & publicity works
 - 5 years (Minimum) :15 marks,
 - 5-8 years : 20 marks,
 - Above 8 years : 25 marks
- 2. Strength and spread of work carried out in relevance to event management & creative design campaigns – 25 marks
- 3. Sample designs presented / submitted as mentioned above – 25 marks
- 4. Team Strength & Experience of in-house Professionals – 25 marks
 - Up to 10 persons : 15 marks
 - 11-20 persons : 20 marks
 - Above 20 persons : 25 marks
- 5. Out of which 10 marks will be assigned for the qualifications of the Permanent Exclusive Team stationed in Chennai for Tamil Nadu Second International Climate Summit 2024 by the 3rd week of February. (Please see the section 4(I) (b)).

The Committee after having evaluated the technical presentation would provide the composite technical score (A) based on criteria mentioned above. The minimum score for the technical evaluation shall be 70 out of 100 marks. Agencies qualifying in the technical evaluation would then be eligible for the opening of the financial proposals.

F. Financial proposal would preferably be opened after the completion of the technical presentation. However, the final date of opening of the financial proposal shall be decided by **DoE&CC**. The proposals would be opened on given date and time, even if the representatives are not present.

G. Composite Evaluation of Score for Agencies:

The Director, DoE&CC, is not responsible for any arithmetical errors in Financial Proposals. The Financial Score would be calculated as follows:

$$\text{Score calculation (B)} = \frac{(\text{Lowest Price quoted by an agency}) \times 100}{(\text{Price quoted by a bidder being evaluated})}$$

The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. The Assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The Technical Score obtained, and the Financial Score obtained would be multiplied (in percentage) with the weightage (in percentage) to arrive at Composite Evaluation Score for each bid. The respective weightage for the Composite Technical Score and the Composite Financial Score is set out in the table below:

S. No.	Description of Parameters for composite evaluation score	
1	(A) Composite Technical Score	– 80% - Weightage
2	(B) Composite Financial Score	– 20% - Weightage

H. Other Terms & Conditions

a. Right to accept/reject any applications.

The Director, DoE&CC, reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons.

b. Amendment of RFP document.

At any time, 48 hours prior to the deadline for submission of Applications, **DoE&CC** either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre bid

conference. These addenda shall be posted at the website of **the Director, DoE&CC**, and shall be treated as a part of the RFP Documents.

- c. **The Director, DoE&CC**, may, at its discretion, extend the deadline for the submission of Applications.

I. Disqualification:

The following events and circumstances may result in disqualification of the applicant from the bidding process:

- a) Submission of Proposal after the Proposal Due Date.
- b) If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the DoE&CC.
- d) If the Proposal submitted is not accompanied by the required documentation will be considered non-responsive.
- e) If Agency is unable/fails to provide clarifications related to its Proposal.
- f) If Agencies attempt to influence the qualification or selection process at any stage of the process.
- g) The Director, DoE&CC, reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the Agency has been qualified.
- h) The Director, DoE&CC, reserves the right to reject the Applicant, at the time, or at any time after such information becomes known.
- i) In case of such disqualification under any circumstances, the decision taken by the Director, DoE&CC, shall be considered as final and binding.

J. Format and Signing of Proposal:

- a) The proposal should be short, concise & include all points indicated in the Document.
- b) The Proposal should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

K. Confidentiality:

- a) Information relating to the examination, clarification, and evaluation for the Agency shall not be disclosed to any person not officially concerned with the process. The Government of Tamil Nadu representatives including its officials, directors, employees, and advisors will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- b) The DoE&CC representatives including its officials, directors, employees, and advisors would not divulge any other information related to financials, background etc. Unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

L. Conflict of Interest:

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the client.

M. Earnest Money Deposit:

- a) An Earnest Money Deposit (EMD) amount of Rupees Fifty Thousand only (Rs.50,000) shall be paid in the form electronic payment methods available in the Tamil Nadu Government e-procurement portal only.
- b) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- c) Earnest Money Deposits of unsuccessful applicants shall be returned, without any interest, within one month after signing the contract with successful applicant or when the selection process is cancelled by the Client.

N. Withdrawal of Proposals:

- a) No modification or substitution of the submitted Proposal shall be allowed. Agency may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by the Director, DoE&CC, before the due date of submission of Proposals. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by the Authorized Signatories.
- b) The copy of the notice shall be duly marked "WITHDRAWAL". No withdrawal will be permitted if the withdrawal request was received by the Director, DoE&CC, after the last date of submission of proposal.

O. Negotiations:

- a) Negotiations will be held with the highest scorer to further reduce price and improve other parameters. The final negotiated consultancy fee shall be called the “Agreement Value”.
- b) Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Agency to improve the Terms of Reference.

DoE&CC and selected Agency will then work out agreed final Terms of Reference, staffing and bar charts indicating activities, key and other support staff, time duration on the field and at the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract.

P. Award of Contract:

Once the negotiation is finalized with the highest scorer, the successful bidder will be informed of the acceptance of the proposal and he will convey his acceptance within 7 days and will be expected to enter a written contract incorporating all the terms of the RFP within 10 days of such intimation.

Q. Performance Security:

The Successfully Agency shall, before entering contract, furnish a performance guarantee for satisfactory execution of the consultancy in the form Performance security deposit for an amount equivalent to 5% of the Agreement Value or as bank guarantee for an amount equivalent to 25% of the Agreement Value. The Bank Guarantee shall be valid till March 31st 2023.

R. Conditions for Venue & hospitality Services:

- a. When an accommodation agreement has been established, the advance may be paid to the hotel upon request, by the deadline designated by the hotel. The accommodation agreement shall be effective, if the hotel considers and accept special agreements that do not require payment of a deposit.

- b. Guests may request that the hotel may terminate the accommodation agreement upon request due to unforeseen circumstances. If the accommodation agreement is terminated in full or in part for reasons, guests shall only required to pay a penalty for terminating the accommodation agreement when they have been notified of this obligation.
- c. The hotel may terminate the accommodation agreement in the following cases
 - i. When the guest is deemed likely to break the law, disrupt public order, or act contrary to public morals, or has engaged in such acts, during their stay.
 - ii. When the guest cannot be accommodated due to force majeure.
 - iii. When the guest violates the Hotel Rules and Regulations
- d. Guests must register the following information at the front desk on the day of their stay.
 - i. Guest name, age, gender, address, contact telephone number, and occupation.
 - ii. Departure date and planned departure time.
 - iii. Other information deemed necessary by the hotel.
- e. The hotel shall be entitled to claim compensation from the guest for any damages incurred as a result of the acts in the preceding paragraph.
- f. Payment of Fees/ Charges
 - i. A breakdown of accommodation fees to be paid by each guest must be submitted before final payment.
- g. Hotel Liability
 - i. The hotel shall compensate the guest for any damages arising from failure to execute the accommodation agreement or its related agreements. However, this shall not apply when damages are caused by reasons not attributable to the hotel.
 - ii. When the hotel cancels the accommodation, the guest shall not be charged for services not yet provided.
 - iii. The responsibility to provide guests with a room on the part of the hotel starts when the guest checks in at the front desk of the hotel and ends at the checkout deadline.

- iv. The hotel should have been enrolled in hotel liability insurance to protect against fire and other disasters.
- v. If the hotel is unable to provide a guestroom according to the agreement, the hotel shall, with the understanding of the guest, strive to find accommodations at another hotel with as similar conditions as possible.
- vi. If the hotel is unable to find other accommodations, the hotel will pay compensation equivalent to the penalty, which will be allotted to damages. However, this compensation will not be paid when inability to provide a guestroom is for reasons not attributable to the hotel.
- vii. Loss or damage to any items, cash, or valuables checked at the front desk shall be compensated by the hotel, except in cases when such loss or damage is caused by force majeure.
- viii. Loss or damage to items, cash, or valuables not checked at the front desk shall be compensated only when such loss or damage is caused by willful misconduct or negligence on the part of the hotel.
- h. When a guest stays in the same room for two or more consecutive nights, housekeeping will be performed only upon request of the guest.
- i. The hotel consents to let guests park their vehicles in the parking space when a guest uses the hotel parking lot, regardless of whether the guest has deposited the keys with the hotel, and the hotel shall be liable for compensation for any damage caused by willful misconduct or negligence in managing the parking lot.
- j. The guest shall compensate the hotel for any damages to the hotel caused by willful misconduct or negligence on the part of the guest including but not limited to facility repair costs and lost sales opportunities.

S. Corrupt or Fraudulent Practices:

The Director, DoE&CC, requires that Applicants under this RFP observe the highest standard of ethics. In pursuance of this policy, no bidder shall engage in any corrupt practice or fraudulent practice.

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public servant.

- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of the Director, DoE&CC, and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Director, DoE&CC, and targeted stake holders of the benefits of free and open competition.
- c) The Director, DoE&CC, will reject a bid for award of consultancy work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

T. Forfeiture of EMD:

The Director, DoE&CC, will declare an Applicant ineligible, either indefinitely or for a stated period, to be awarded a contract/contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

- a) Failure by the Selected Agency to accept the order issued by the Client with respect to award of the Contract, within seven days stipulated time from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of DoE&CC. However, the Director, DoE&CC, reserves its right to consider at its sole discretion the late acceptance of the order by Selected Agency.
- b) Failure to execute the Contract within **7 days** stipulated time of acceptance of the order by the Selected Agency makes the EMD liable for forfeiture at the discretion of DoE&CC. In such a case, the Director, DoE&CC, at its discretion may cancel the order placed on the Selected Agency without giving any notice.
- c) Failure to submit the performance guarantee within stipulated period from the date of execution makes the EMD liable for forfeiture. In such instance, the Director, DoE&CC, at its discretion may cancel the order placed on the Selected Agency without giving any notice.

U. Breach Contract:

Save as provided hereunder any activity in violation of this Contract to be executed shall be termed as breach of Contract.

V. Force Majeure:

The failure of a Party to fulfil any of its obligations shall not be a breach of or default in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations here under with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- d) For the purpose of this RFP, " Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other 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. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

W. Termination for Default:

The Director, DoE&CC, may terminate the Contract if:

- a) The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within

such further period as the Director, DoE&CC, may have subsequently granted in writing.

- b) The Agency becomes insolvent or bankrupt.
- c) The Agency fails to comply decisions / mandate of the DoE&CC.
- d) Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- e) The acts of Agency is found to have indulged in unethical practices, by DoE&CC.
- f) The Agency may also terminate the Contract for Default if the Director, DoE&CC, is in material breach of its obligations pursuant to the Agreement and has not remedied the same within fifteen (15) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) following the receipt by the Director, DoE&CC, of the Agency's notice specifying such breach.
- g) In the event of termination for default, the party at default shall be liable to pay damages to the party not at fault. In addition, the Director, DoE&CC, shall forfeit the Performance Security if the fault lies with the Agency.

Termination without Default:

The Director, DoE&CC, shall be at liberty to terminate the Contract without assigning any reason by giving **7 days** written notice to the other party.

X. Penalty for delay:

If progress of the assignment or the quality of output is not as per the agreed scope of work, the Selected Agency shall be liable to pay penalty to DoE&CC. For delay and poor quality, a penalty up to 10% of payment due will be deducted from the next due payment. This provision will be without prejudice to the right of the Director, DoE&CC, to exercise its right to terminate the contract and claim damages.

Disputes Resolution:

In the event of any legal disputes between parties, the appropriate civil court in Chennai will have sole and exclusive jurisdiction to settle the disputes.

Y. Confidentiality:

- a) The RFP document contains confidential information proprietary to DoE&CC. The Director, DoE&CC, is bound by an agreement of confidentiality and secrecy with regard to the dealings of all stakeholders. The selected Agency may have access to some confidential information for the purpose of the project implementation.
- b) The Agency shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Agency shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Director, DoE&CC, is entitled to be indemnified by the Selected Agency for any loss/damage to reputation and/or for any breach of confidentiality.
- c) The information referred to shall include but not restricted to any and every information concerning the Director, DoE&CC, and its stakeholders which the Agency comes to know only on account of his being associated with the Director, DoE&CC., through the contract which the Selected Agency otherwise would not have had access to.
- d) The Selected Agency shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from DoE&CC. Any reproduction of this RFP by Xerox / Photostat / Electronic or any other means is strictly prohibited without prior consent of DoE&CC.

Z. Liability of the Agency:

The Agency's liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the Agency under this RFP and Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Agency hereunder. The preceding limitation shall not apply to liability arising as a result of the Agency's fraud or willful misconduct in performance of the services hereunder.