



Request-for-Proposal
for
Selection of an “Exhibition Management Agency”
for
Conceptualizing, Organising and Managing Exhibition
during ‘U.P. Global Investors Summit-2023’

E-Bid Reference: UPGIS/Exhibition
E-Tender Portal: <https://etender.up.nic.in>
20th October 2022

Invest UP
4th Floor, A–Block, PICUP Bhawan
Vibhuti Khand, Gomti Nagar
Lucknow–226 010 (Uttar Pradesh)
T : 0522-2720236 & 2720238
E : info@investup.org.in
W : <https://invest.up.gov.in/>

1. DISCLAIMER

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of Invest UP (herein after referred as Invest UP or Client) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the Client to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

This tender may not be appropriate for all persons, and it is not possible for the Client and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, 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 and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory 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 tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this tender.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender. The issue of this tender does not imply that the Client is bound to select a bidder or to appoint the selected bidder as the case may be, for the job and the Client reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

2. INSTRUCTION FOR E-TENDERING

The bidding process for this tender will be completed online through e-tender portal. The tender document can be downloaded free of cost from the e-tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

For successful registration of DSC on e-procurement portal <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by the Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain user login ID and perform DSC registration exercise even before e-bid submission date starts. The bidder shall be required to use own digital signature while uploading its bid. The bidder shall be required to upload the bid using its digital signature only. Failure to comply or usage of digital signature of other firm shall be liable for rejection of the bid.

The bidders must upload all the required documents (which would form the technical proposal) electronically in the PDF format, except for the financial proposal submission form (BOQ) which will be electronically uploaded on the prescribed XLS format only on the e-tender portal. The bidders, will have to bid for the royalty amount they will provide to the GoUP /Invest UP. The minimum Royalty quoted by bidder should not be less than Rs. 1 Crore in any circumstances. The bidder bidding for highest amount of Royalty above the minimum amount may be adjudged successful after the outcome of QCBS Process of selection. The financial proposal should contain the amount of royalty proposed to be paid by bidder to GoUP/Invest UP.

It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Project Details, Annexures, etc.) schedules/packets can be clubbed together to make single label file. The size of single label file should not exceed 40 MB size.

Along with uploading the e-bids online, the demand draft for the tender fee and the EMD has to be submitted in original (hard copy) in a separate envelop on or before the day of technical bid opening at the address given below. The demand drafts should be drawn in favour of Invest UP, and payable at Lucknow.

The presentation as per Appendix F has to be submitted as a part of the technical proposal. However, to support easy submission and to reduce the size of the e-bid file to be uploaded, the presentation can also be submitted as hard copy in a separate envelop on or before the day of technical bid opening. The technical e-bids will be opened at the below address, and the presentation can also be submitted to the following address:

Room No. 111 (Meeting Hall), 1st Floor, C-Block, Lok Bhawan, Lucknow

3. NOTICE INVITING TENDER

Invest UP invites proposals through E-tender website of Government of Uttar Pradesh for the **‘Selection of an Agency for Conceptualizing, Organising and Managing Exhibition During UP Global Investors Summit 2023’**.

Sl.#	Description	Date & Details
1.	Issue of Tender document on the e-tender portal https://etender.up.nic.in	20.10.2022
2.	Tender-Fee	INR 2,000 + 18% GST (INR 2,360/-) payable in the form of demand-draft, in favour of “Invest UP”, payable at ‘Lucknow’
3.	Earnest Money Deposit (EMD)	INR 10,00,000/- payable in the form of demand-draft, in favour of “Invest UP”, payable at ‘Lucknow’
4.	Pre-bid Meeting	25.10.2022 at 1500 hrs in Hybrid Mode
If wish, Bidders can join the Pre-Bid Meeting, online, through ‘Zoom’ Platform on https://us06web.zoom.us/j/84865439161?pwd=SFM4U0MwS1YzZi96WU4vcitzdlBVZz09 Meeting ID: 848 6543 9161 Passcode: IUP@123		
5.	Issue of Corrigendum, if any	28.10.2022
6.	Bid Submission Start Date	28.10.2022
7.	Bid Submission Closing Date	12.11.2022 at 1000 hrs
8.	Opening of Technical e-bid	12.11.2022 at 1200 hrs
9.	Technical Presentation (PPT)	12.11.2022 at 1500 hrs
10.	Opening of Financial e-bid	14.11.2022 (Time will be communicated to Technically Qualified Bidders)

Exemption for EMD amount of INR 10,00,000/- is allowed for MSME/NSIC registered entity. The bidder claiming exemption in EMD must attach relevant NSIC/MSME registration certificate in the technical bid.

Any queries may be submitted to Nodal Officer, Invest UP on Email ID advantageup@investup.org.in with subject: ‘E-Bid Reference: UPGIS/Exhibition, Queries’ on or before pre-bid meeting date as mentioned in table above.

Invest UP reserves the right to cancel any or all the e-bids or annul the bidding process without assigning any reason thereof.

The place of opening e-bids and pre-bid meeting:

Room No. 111 (Meeting Hall), 1st Floor, C-Block, Lok Bhawan, Lucknow

4. PROJECT BACKGROUND

With the aspirational target to make Uttar Pradesh a \$1 trillion economy, investment promotion becomes more significant to sustain and surpass the current growth rate. The Government of Uttar Pradesh is creating a holistic ecosystem for industrial investment through progressive Industrial and Sector policies, single-window system, regulatory reforms and ease-of-doing business to further boost state's gross domestic product (GSDP) and employment opportunities, help Uttar Pradesh become the leading investor friendly destination, both nationally and globally, and drive the country's economy.

To further establish Uttar Pradesh as a globally preferred investment destination, the Government of Uttar Pradesh is organizing the 'Uttar Pradesh Global Investor Summit (UPGIS) 2023' at Lucknow during 10-12 February 2023. Leading to UPGIS 2023, a series of roadshows are planned across the globe to create awareness about Uttar Pradesh's investment attractiveness and available investment opportunities.

UPGIS 2023 will be a multi-locational, multi-activities exercise, and will include seminars, conventions, business meetings, exhibition, networking and other elements. The event is expected to witness participation ~10,000 delegates from over 20 countries and will generate widespread influence and serve as a unique forum for business networking, knowledge sharing and strategic partnerships by bringing together business leaders, political and economic dignitaries and industry associates.

Government of Uttar Pradesh also intends to organise an Exhibition during UPGIS. The Exhibition will be spread in across 50,000 Sq. Mtr. with minimum net sellable area as 25,000 Sq. Mtr. The total duration of Exhibition will be 5 days, which will include 3 days of UPGIS and 2 public open day. The Exhibition will be wholistic showcase of new investments in the State, new projects of the State, innovative technologies through Statups, marquee Government projects, corporates, etc.

5. SCOPE OF WORK

The UPGIS is expected to be hosting ~10,000 delegates and will be a three-day event.

UPGIS Exhibition Snapshot	
Event	Uttar Pradesh Global Investors Summit 2023
Date	10 th to 14 th February 2023
Venue	DefExpo Site, Vrindavan Yojna (Near Shaheed Path), Lucknow
Gross Area for Exhibition	~ 50,000 Sq. Mtr.
Net Sellable Area	~ 25,000 Sq. Mtr.
Built up Space for GoUP	~ 6,250 Sq. Mtr.

The bidders are advised to visit the event venue (DefExpo Site, Vrindavan Yojna, Near Shaheed Path, Lucknow) and present a plan of exhibition execution in the technical presentation which should cover all the aspects of the Scope of Work. The selected bidder will have to provide requisite temporary structures, competent manpower and services in consultation with Invest UP or any of its designated agency. Interested agency would have to take up all the activities on a

turnkey basis as may be required for organizing an exhibition of international standards. Inter alia, the scope of services to be provided includes (but not limited to) the following:

5.1 Theme design, Strategic planning & Coordination

1. Necessary conceptualizing, designing, planning, execution, and related activities for the exhibition including display of latest technologies, use of ICT, interactive media, newness, innovation, etc
2. Developing the Strategy for organizing the Exhibition in sync with the Theme for the UPGIS
3. Propose sectors & companies for display and finalize in consultation with Invest UP
4. Layout preparation for Exhibition. The agency would have to provide for an overall planning including preparation of master layout of the area.
5. Organizing the inaugural function of Exhibition, as per the directions of Invest UP. Take up necessary event management related activities such as preparation of invitations, seating arrangements, dais plan and setting up of the same, preparation of name plates, provision and functioning seating and aisle arrangements, security, floral decoration, etc. Also take up necessary provision and functioning of AV Equipment, Sound Systems, LED Screens, Video walls, etc. as may be required or directed by Invest UP.
6. Other activities related to inauguration are making provision of necessary plaque, arrangements of opening of the exhibition with technology element involved which include but not limited to show opening, ribbon cutting, light and sound effects, remote control opening of gates, etc. or any other activities as to be planned and executed in consultation with Invest UP
7. Liaison with necessary authorities such as local governing bodies, Health Department for first-aid Room and put in place the guidelines announced by the authorities related to precaution for COVID and/or other pandemic, for statutory approval for organizing the exhibition, etc.
8. The agency shall have to provide the layouts of the exhibition along with the schedule for saleable area upon receiving the letter of intent for approval to Invest UP. Further, the agency shall not, without the written sanction of Invest UP, make any deviation in the approved plans, details, specifications, resulting in decrease of net sellable area, etc.

5.2 Infrastructure development

5.2.1 Civil Work: Provision and managing of following facilities (temporary) excluding provision of water and drainage:

1. Toilet blocks (temporary / mobile)
2. First aid counters
3. Security cabins
4. CCTV Command & Control Room
5. Information Booth
6. Registration Counters
7. Technical Control Room
8. Help Desk
9. Announcement Centers
10. Labour Colony
11. Food Court for Labours, etc.
12. Necessary provision for exhibition in open area.

5.2.2 Temporary Structures

1. Ambience creation for the Exhibition based on the overall theme of UPGIS, including but not limited to pavilions, murals, potted plants and plantation, soft and hard landscaping, water bodies, floral decoration, flags (event flags and flags of various countries within exhibition area).
2. Setting up of air-conditioned hangers of optimum size keeping demarcation for sectors, countries, private and Government.
3. Complete management of the activities related to necessary furniture/fixtures including but not limited to providing, preparation of facia, etc.
4. To take up any additional landscaping and beautification work as per the presentation to the committee for selection of the prospective bidder.
5. To take up the necessary beautification in the existing layout and provisions.
6. Various beautification activities as may be necessary to beautify the surroundings in terms of laying of paver blocks, beautification in terms of potted plants, flags, paintings, theme lighting, cut-outs, masking, etc.
7. Setting up mobile toilets in sufficient nos. or as directed by Invest UP

5.2.3 Air Conditioning

1. Provision of necessary capacity of Air-conditioning infrastructure on temporary basis for each of domes meant for exhibition and other towards admin building, medical room and other small offices available at the site. The type and the quantum of air-condition would be as per the directions of engineer-in-charge or the committee for organizing the Exhibition.
2. All necessary activities related to supply, installation, commissioning, testing and maintaining of the air-conditioning so supplied for the exhibition.
3. Setting up of the air-conditioned temporary structures as may be required.

5.2.4 ELV (Extra Low Voltage) Systems

1. Take up necessary security measures including but not limited to deployment of the security personnel, baggage screening gadgets, DFMD and HHMD, CCTV, CCTV room, round the clock security of the exhibits & gadgets during the exhibition period, etc. and maintaining them in consultation and direction by the local police.
2. All necessary setup of LED Screens, Video wall, Public Address System, AV System, Public announcement system, other sound system, Watch-out etc. at exhibition area as well as at defined parking area as may be required as per the proposed design or directed by Invest UP.

5.2.5 Fire Mitigation Arrangements/Risk Mitigation

1. Provision of necessary firemen in each dome and other exhibition areas throughout the exhibition. Firemen deployment subject to verification by local fire department.
2. Provision of sufficient number of fire extinguishers of type and size as may be directed by the fire authority of GoUP.
3. Liaison with necessary authority such as local governing bodies, fire, utility providers, state security agencies, etc for statutory approval for organizing the exhibition in advance.

4. The agency shall apply fire resistant coating which shall be non-allergic, odorless, non-toxic, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent as approved by Invest UP or any designated authority appointed by Invest UP on all internal and external structures wherever applicable including stage and as and where applicable.

5.2.6 Internet

1. The bidder will have to ensure adequate bandwidth availability for exhibitors, visitors, VVIPs, administration work, security, etc. throughout the event. Dedicated bandwidth may be charged.
2. Bidder shall have to arrange for dedicated bandwidth on a chargeable basis as per requirement of exhibitor at respective stalls

5.2.7 Food-court and Refreshment Arrangements

1. Making provision of food court at multiple location within the venue as per the guidelines of the venue and the directions of Invest UP
2. Setting up of kiosks for snacks and hot and cold beverages inside area allotted for Food Court
3. The scope also includes provision of water, wash area, drainage, utilities such as electricity, fixtures, etc. in the extra temporary food courts
4. Provision for food and refreshment at the VVIP Lounge or at any appropriate place for visiting dignitaries.

5.3 Affiliated services

5.3.1 Covid – 19 Protocol

1. To make necessary arrangements as per the COVID 19 Protocol of the GoUP/GoI.
2. Provision of sufficient sanitizer dispensing machines
3. Provision for physical infrastructure Rapid Antigen Testing at the site.
4. Necessary barricading to maintain social distancing

5.3.2 Website for Exhibition during UPGIS

1. The agency will have to prepare a web portal within 15 days from award of Letter of Intent. This website should have details for making layout of various halls available; booking; payment, submission of agency details, power requirement details, stall manning personal details, charges of various utilities, furniture, fixtures, special requirements if any. Details towards badges required, entry passes required, parking details, venue layout details, generation of various reports for booking carried out, payment pending, incomplete details submitted by exhibitors, total power requirement, etc. should also be captured in the portal.
2. The web portal should be integrated with the UPGIS website.

5.3.3 Videography/Photography during inaugural function and exhibition days

1. Necessary Videography/Photography during Inaugural and exhibition days.
2. Use of drone cameras in consultation with concern authorities.
3. Special photographic point/selfie zone to be setup
4. Photography of visiting VVIPs
5. Preparation of a video in timelapse with voice over showcasing the entire duration from setup to organising and till dismantling of exhibition.

5.3.4 Housekeeping

1. Regular upkeep of the complete area of the exhibition including toilets, parking area earmarked for exhibition during the exhibition days including but not limited to making provisions for cleaning through necessary personnel, machines and consumables.
2. The successful bidder has to liaison with the local municipal bodies for the proper and designated disposal of waste and debris within the venue and city municipal limits.
3. Payment of necessary fees & charges as may be applicable to be paid to Municipal Corporation or any other authorities.

5.3.5 Security Services

1. Agency shall provide security services during all event days and non- event days
2. VIP and VVIP security related arrangements including barricading but not restricted to shall have to be worked out by the successful applicant with the Police and relevant Department, the cost of such arrangements shall be borne by the applicant.
3. Provision of necessary security personnel for screening of exhibitors exhibits & material and frisking
4. Printing and distribution of different category of badges which includes but not limited to:
 - 1) permanent and temporary labour
 - 2) visitors
 - 3) Exhibitors
 - 4) VVIP
 - 5) Govt. officials
 - 6) Service providers
 - 7) Volunteers
 - 8) Organisers, etc.All categories shall have badges of different colour

5.3.6 Insurance

1. The successful bidder will have to take insurance towards the following from the nationalized insurance company:
 - manpower
 - animal lives,
 - damage to flora and fauna
 - plants, machinery, equipment, etc.
 - Existing structure

5.4 Promotion of Trade show

5.4.1 Promotional activities

1. The agency will have to engage his own team for
 - Promotional calls to various category of exhibitors
 - Liaison with Government departments for participation
 - Liaison with Foreign Embassies, High Commissions and Overseas Trade Organization

5.4.2 Media & Public Relations

1. Liaison with national and international media for visit of media fraternity and coverage of the exhibition.

2. Setting up and manning of VIP & Media Lounge with necessary and adequate infrastructure which includes but not limited to computers, printers, scanners, photocopying machines; supplies which includes but not limited to printing papers, writing pads, pens, other stationeries.
3. Liaison with all other category of participants.

5.5 Selling of space & Stall preparation

1. Selling of the exhibition space for UPGIS including right mix of participants from identified sectors, target countries, other states of India and from within Uttar Pradesh.
2. Complete management of the activities related to participation by interested exhibitors, including but not limited to registering the exhibitors, communication with them, preparation of manual for participation, payments, facilitation, issuing of badges, passes, invitations, preparation, and distribution of exhibitor's catalogues, etc.
3. Visitors Management including business visitors and general visitors.
4. Necessary arrangements at the parking venues, their transfers to the venue, entry segregation, entry gates, screening, all the other arrangements like temporary power and necessary lightings, flow of visitors within exhibition area, pathways, etc.

5.6 Other

1. Provision of necessary personnel and manpower for necessary services during the exhibition.
2. Take up necessary registration under Labour Contract Act, and other statutory acts as may be necessary.
3. The Agency will be required to take a temporary power connection on its own from Energy Department, GoUP. Though, Invest UP will expedite the process of getting temporary power connection but Agency will have to bear cost pertaining to same. The Agency will also have to make payment for usage of electricity during, before and after the event as utilised by the Agency to the power utility of GoUP directly.

6. PROJECT DURATION

1. The bidder must start preparatory activity immediately after release of LOI
2. Site will be available for 30 days including event days. Event is tentatively scheduled in January 2023. However, if GoUP decides to change dates; agency will have to comply accordingly.
3. Exhibition site shall be ready in all aspect 5 days prior to inauguration of the exhibition.
4. Set up for conducting RBSM, BSM and VD preparation shall be ready in all aspect 48 hours prior to inauguration of the exhibition, if required
5. Dismantling inside venue will be as per Venue provider's guidelines
6. Dismantling of the temporary structures and installations outside venue would be within Seven days after completion of UPGIS in consultation with Invest UP.

7. MONITORING AND SUPERVISION

1. There will be an independent agency/committee appointed/nominated by Invest UP/GoUP to oversee the progress and monitor the implementation of work as per the decided timeline. This would be informed subsequently to the successful bidder. It will

be sole responsibility of the Bidder to update day to day progress of the exhibition including booking of stalls to this Committee.

2. Where explicit specifications are not available the work may have to be executed as per the instruction of Invest UP.

8. RIGHT TO VARY

Invest UP may have to make any variation of the form, quality or quantity of the works relating to any item of a component according to site conditions or any part thereof that may, in its opinion, be necessary and for that purpose, or if for any other reason it shall, in its opinion, be appropriate, it shall have the authority to instruct the agency to do and the agency shall do any/all of the following:

1. Increase or decrease the quantity of any work included in the RFP
2. Omit any such work (but not if the any work intended to be omitted is specifically instructed by Employer to retain) before the end of stipulated time limit of the contract.
3. Change the character or quality or kind of any such work.
4. Change the levels, lines, position, and dimensions of any part of the works.
5. Execute additional work of any kind necessary for the completion of the works, or
6. Change any specified sequence or timing of construction of any part of the works.
7. No such variation shall in any way vitiate or invalidate the contract, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the applicant or for which he is responsible, any additional cost attributable to such default shall be borne by the applicant.
8. The agency shall not make any such variation without informing the Invest UP and/or appointed agencies/advisors/officers in charge/committee, etc.
9. The scope is likely to vary. Depending upon the requirements the selected agency shall attempt to accommodate all such changes without prejudice to the condition of this contract and within time frame. In case of increase or decrease in area of the structures to an extent of + or – 10%, no rate revision shall be considered but if the variation is beyond, rates shall be pro rata increased or decreased considering the prevailing market rates.

9. VARIATIONS, MODIFICATIONS ETC.

1. If the additional or altered work includes any class of work for which no reference is made in the schedule contract, then such class of work shall be carried out at the market rate. The detail cost break up shall be provided by the applicant for such items. Invest UP will decide the rate based on rate analysis to be submitted by applicant.
2. If it is not possible to arrive at the rate from above, such class of work shall be carried out at the rate decided by the competent authorities based on detailed rate analysis after hearing the applicant before a Committee formed by Invest UP stationed at the same place or the nearest place, as may be appointed by Invest UP.
3. Applicant shall not execute the extra/additional work without prior written approval of the Invest UP. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.
4. The applicant shall keep all the joint records of measurement duly signed by the Employer/Professional Advisor/Committee Member with proper justification as and when require. No extra cost or rate shall be considered if applicant is unable to justify the extra or additional work. If required, the measurements shall be supported by Total

Station Survey. The contractor shall provide CD of Video recording of the entire event under the applicant's scope work to the Invest UP.

10. EXTENSION OF WHOLE OR PART OF THE EVENT

1. In case of extension of the whole event or part beyond planned event days, compensation shall be decided on mutual understanding between the agency and Invest UP.
2. In case of extension of the whole event or part of the event, the revised income would be worked out by Invest UP based on the commitments made and variable inputs for the exhibition. The applicant would have to maintain the records for the additional expenses incurred due to extension of the exhibition period and submit to Invest UP.

11. MANPOWER REQUIREMENT

Necessary arrangements of manpower to execute the scope of work is to be carried out by the agency, and is desired to have manpower for the following:

1. Marketing and sales executives
2. Graphic designer
3. IT personnel
4. ELV expert
5. Fire expert – As directed by local fire authority
6. HVAC and Electrical expert
7. Security in-charge
8. Site in-charge
9. Individual dome in-charge
10. Housekeeping in-charge
11. Food-court in-charge
12. BSM and RBSM coordinator, if required
13. VD coordinator
14. Guest relationship manger
15. Civil engineer
16. Electrical Engineer

12. DEFECTIVE WORK

In cases where the Bidder has carried out defective work or used defective materials, Invest UP shall be entitled to:

1. Where reasonable to do so, order a suspension of work and further inspect the work to determine the exact nature of the defect
2. To order the removal or replacement of defective work or material without any additional payment, or
3. Quality and finishing of all structures will be reviewed after final execution of work. Any deviations or non-compliance from approved designs are bound for removal and re-installation.

13. RATES AND DETAILS FOR SELLING/PROVIDING SPACE

The amount to be charged for per sq. mt for the following facilities should not exceed the rate charged during exhibition of UPGIS. The charges for the exhibition facilities during UPGIS 2023 are:

Particulars for Participation	Maximum Amount to be charged per sq. mtr. (Taxes extra)
Bare space (Inside AC Dome) including supply of 5 Amp single phase power or 15 Amp three phase power upto 1 KW including consumption for private sector.	Rs. 10,000
Space with Fabricated Stall (Shell Scheme inside AC Dome) with standard furniture and including supply of 5 Amp single phase power or 15 Amp three phase power upto 1 KW including consumption.	Rs. 12,000
Open Space Participation Outside Dome without AC but including 5 Amp single phase power supply or 15 Amp 15 Amp three phase power upto 1 KW including consumption.	Rs. 6,000
Additional 15 Amp Three phase Power requirement beyond 1 KW for the exhibition including consumption.	Rs. 4,000 per KW
Water if being used for display of product	As per the actual cost quoted by the supplier
MSME / Startups/Women Entrepreneurs	20% discount in the rate

14. INSTRUCTION TO BIDDERS

The selected bidder shall function as the Exhibition Management Agency for Conceptualizing, Organising and Managing Exhibition During UP Global Investors Summit 2023, and its scope would be extended to items lists in the scope of work.

The proposal will be evaluated on the basis of the evaluation criteria set out in this tender document in order to identify the successful bidder ('successful bidder'). The successful bidder will be issued a work order by the Client. The Client intends to adopt a single stage-two envelope bidding process for the selection of the agency for the assignment. Hence, the technical and financial proposal shall be uploaded as two separate files on the e-tendering website. A demand draft of INR 2,000 + 18% GST = INR 2,360 (Rupees Two Thousand Three Hundred & Sixty Only) for the tender fee (non-refundable), in favour of Invest UP, payable at Lucknow, issued by any scheduled bank in India must be submitted for the acceptance of the e-bid. The demand draft must be hand delivered to the office of Invest UP, on or before the bid submission date and time.

Each bidder shall submit a maximum of one (1) proposal for the assignment, in response to this tender document. Any bidder who submits more than one proposal for the assignment shall be disqualified. Any Joint Venture/Consortium is not eligible for this e-tendering process. The proposal shall remain valid for a period of not less than 180 days from the proposal due date (proposal validity period). The Client reserves the right to reject any proposal, which does not meet this requirement.

1. **Venue for the event:** Venue for the UP Global Investors Summit & Global Trade Show 2023 will be DefExpo Site, Vrindavan Yojna, Near Saheed Path, Lucknow. The venue will be provided free of charge by the nodal agency appointed by the GoUP.
2. **Site Visits:** Bidder is advised to depute a suitable team to visit the proposed venue to fully understand the venue and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering contract. The site visits shall be entirely at bidder's own expense.
3. **Local conditions:** Each Bidder is expected to get fully acquainted with the local conditions and factors, such as historical, geographical, social, political, legal, administrative, and/or infrastructure etc., which would have any effect on the performance of the contract and /or the cost. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. Invest UP will not entertain any request for clarification from the Bidder regarding such local conditions. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner on account of failure of the Bidder to know the local laws / conditions. The Bidder is expected to visit and examine the location of work site and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.
4. **Minimum area of the exhibition:** Minimum net saleable area for the exhibition is 25,000 Sq. mt. Out of this 25% (minimum 6,250 Sq. Mt.) is to be reserved for GoUP and should be provided on free of cost basis to Invest UP. Invest UP will have the right to allocate spaces to exhibitors within this reserved area. It will be obligatory on agency to provide fabricated stall to each allottee. The layout plan for this reserved area is to be finalised by agency in consultation with Invest UP.
5. **Royalty:** The applicant would provide the proposal stating the Royalty amount that it would be providing to Invest UP for the event for minimum 25,000 sq mt. The Royalty should be over and above Rs. 1 Crore. The quote should be exclusive of taxes, i.e. the bidder would have to pay the applicable tax extra beyond the quoted amount.
6. **Visitor fees for exhibition:** The applicant would have to incur expenditure necessary to market, set up and manage the exhibition and related services. The applicant would also be entitled to charge to the participants for their participation. However, there would be no visitors' fees allowable to be charged by the applicant.

15. EARNEST MONEY DEPOSIT (EMD)

An Earnest Money Deposit (EMD) for an amount of INR 10,00,000/- (Rupees Ten Lakh only) in the form of a demand draft, in favour of Invest UP, payable at Lucknow has to be submitted for acceptance of the e-bid. The demand draft must be hand delivered to the office of Invest UP on or before the bid submission date and time. Exemption for EMD amount of INR 10,00,000/- is allowed for MSME/NSIC registered entity. The bidder claiming exemption in EMD must attach relevant NSIC/MSME registration certificate in the technical bid.

EMD shall be returned to the unsuccessful bidders within a period of one month from the date of issue of 'Letter of Intent' to the 'Successful Bidder'. EMD submitted by the 'Successful Bidder' shall be returned one week post the submission of performance security. EMD shall be forfeited in the following case:

- If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect.

16. FORMAT AND SIGNING OF E-BIDS

The bidder shall provide all the information as per this tender document. The Client will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the electronic copy for the e-bids (in pdf format) and upload the e-bids on e-tender portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC).

Each proposal shall comprise the following:

Part I Submission

- A. Scanned copy of the DD for the tender fee
- B. Scanned copy of the DD for Earnest Money Deposit (EMD)
- C. Covering letter in the format set out in Appendix A
- D. Details of the bidder in the format set out in Appendix B. The bidder shall declare the company profile such as memorandum & article of association of the company, etc. The documents to be submitted should also include the following:
 - I. Self-attested copy of company registration
 - II. Self-attested copy of PAN card
 - III. Self-attested copy of the GSTIN number
 - IV. Self-attested copy of the company profile, along with the list of significant clients
 - V. Chartered accountant certificate (original) specifying the annual turnover for the three financial years in the format set out in Appendix E
 - VI. Chartered accountant certificate (original) specifying the net worth for the three financial years in the format set out in Appendix E
- E. Power of attorney as per Appendix C, authorizing the signatory of the proposal to commit the bidder
- F. Technical proposal comprising:
 - I. Project data sheets & technical capacity of the bidder in the format set out in Appendix D, with supporting proofs as indicated in Clause 'Eligibility Criteria and Evaluation Methodology'
 - II. Affidavit (Appendix F) regarding the non-debarment by any State/Central Government or their agencies

Part II Submission

- A. Financial proposal will be separately uploaded on the e-tendering website after dully filling the 'Bill of Quantities' in the excel file (BOQ.xls) per the provided format and marked as 'Part II Submission – Financial Bid'
- B. The bidders will have to bid for the royalty amount they will provide to the GoUP /Invest UP. The minimum Royalty a bidder can quote is Rs. 1 Crore. The bidder bidding for highest amount of Royalty above the minimum amount may be adjudged successful after the outcome of QCBS Process of selection. The financial proposal should contain the amount of royalty proposed to be paid by bidder to GoUP/Invest UP.
- C. The amount quoted must be exclusive of all applicable taxes.

Each page of the technical e-bid shall be numbered and signed by an authorized signatory of the bidder.

17. SUBMISSION OF E-BIDS

The bidders should submit their bids online only in the 'Submission' module of the e-tender portal <https://etender.up.nic.in>. The bids shall be submitted only from the bid submission start date till the bid submission end date and time given in the e-tender portal <https://etender.up.nic.in>. Therefore, bidders are advised to submit the e-bids well in time.

The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. being in a language other than English, a certified translation should accompany the documents as part of the tender. All proposals and accompanying documentation will become the property of the Client and will not be returned. The bidders should submit their e-bid considering the server time displayed on the e-tender portal <https://etender.up.nic.in>. The server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the e-tender schedule. Once the e-bid submission date and time is over, the bidders cannot submit their e-bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-bid.

The procedure for submission of e-bids by the bidders on the e-tender portal <https://etender.up.nic.in> is already available on the portal and has also been explained in the tender document under 'Instructions for e-tendering' section.

18. LATE BIDS

The server time indicated in the bid management window on the e-tender portal <https://etender.up.nic.in> will be the time by which the e-bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bids submission date and time is over, the bidder cannot submit his/her bid. Bidder has to start the e-bid submission well in advance, so that the submission process passes off smoothly. The bidder only, will be held responsible if his/her e-bids are not submitted in time due to any reasons.

It shall be deemed that prior to the submission of the proposal, the bidder has:

- Made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this tender document

- Received all such relevant information as it has requested from the Client
- Made a complete and careful examination of the various aspects of the project

The Client shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

19. WITHDRAWAL AND RESUBMISSION OF E-BIDS

Withdrawal: At any point of time, a bidder can withdraw his/her e-bids submitted online before the e-bids submission end date and time. For withdrawing, the bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement portal <https://etender.up.nic.in>. The bidder should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the bidder will be displayed. Click 'View' to see the details of the bid to be withdrawn. After selecting the 'Bid Withdrawal' option, the bidder has to click 'Yes' to the message "Do you want to withdraw this Bid?" displayed in the 'Bid Information' window for the selected bid. The bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the 'Submit' button. The bidder has to confirm again by pressing 'Ok' button before finally withdrawing his / her selected bid. Once the bidder has withdrawn his/her bid he/she cannot re-submit this bid again.

Resubmission: The bidder can resubmit his/her e-bids as and when required till the bid submission end date and time. The new bid will replace the e-bids submitted earlier. The payment made by the bidder earlier will be used for revised e-bids and the new bid submission summary generated after the successful submission of the revised e-bids will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her login ID and password and subsequently by his/her Digital Signature Certificate on the e-tender procurement portal <https://etender.up.nic.in>. The bidder should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the bidder will be displayed. Click 'View' to see the details of the bid to be resubmitted. After selecting the 'Bid Resubmission' option, click 'Encrypt & Upload' to upload the revised e-bids documents by following the methodology provided in clause submission of e-bids above.

The bidders can submit their revised bids as many times as possible by uploading their e-bids documents within the scheduled date & time for submission of e-bids. No e-bids can be resubmitted subsequently after the deadline for submission of e-bids. The Client may, in exceptional circumstances, and at its sole discretion, extend and amend the above proposal due date by issuing a corrigendum.

20. RECEIPT AND OPENING OF E-BIDS

Bidders are advised to submit their e-bids in 'Two-packet' system with technical and financial bids separately on e-tender portal. Please note that the financial bid must not be quoted in the technical bid. The financial bid must only be quoted in the BOQ. The bidders will have to bid for the royalty amount they will provide to the GoUP /Invest UP. The bidder bidding for highest amount of Royalty above the minimum amount may be adjudged successful after the outcome of QCBS Process of selection. The financial proposal should contain the amount of royalty proposed to be paid by bidder to GoUP/Invest UP. On receipt on the e-Tender portal, the technical proposals

will be opened by the Bid Evaluation Committee (BEC) members in the office of Invest UP, Lucknow.

The Client will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend on the date and time mentioned in the 'Notice Inviting Tender'. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-bid opening being declared a holiday for the purchaser, the e-bids shall be opened at the appointed time and place on the next working day. The bidder's names & the presence and other details as the purchaser at its discretion may consider appropriate, will be announced at the opening of the e-bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After the evaluation of the technical e-bids, the Client shall notify those bidders whose e-bids were considered non-responsive to the conditions as mentioned in this tender document and not meeting the qualification requirements indicating that they did not technically qualify for selection as the agency for this project. The Client will simultaneously notify on the e-tender portal <https://etender.up.nic.in>, whose technical e-bids were considered acceptable and have been shortlisted for the presentation and opening of their financial e-bids. The Client reserves the right to reject any proposal not submitted on time and which does not contain the information/documents as set out in this tender document. To facilitate evaluation of proposals, the Client may, at its sole discretion, seek clarifications in writing from any bidder regarding its proposal.

21. EVALUATION

The criteria for pre-qualification, technical evaluation and selection of bidders are set out under Section 'Eligibility Criteria and Evaluation Methodology'. As part of the evaluation, the Part I – Technical Submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further invited to give a presentation in accordance with the criteria set out in this tender document.

Part I – Submission would be considered to be responsive if it meets the following conditions:

1. The amount towards the tender fee (DD) and EMD (DD) has been received on or before the proposal due date including any extension thereof.
2. It is signed and marked as stipulated in Clause 'Format and signing of e-bids' and 'Submission of e-bids'. It contains all the information and documents including scanned copy of demand drafts for the tender fee and EMD as requested in the tender document.
3. It contains information in formats specified in this tender document.
4. It conforms to the bid validity period as set out in the tender.
5. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the Client without communication with the bidder). The Client reserves the right to determine whether the information has been provided in reasonable detail.
6. There are no inconsistencies between the proposal and the supporting documents.
7. The e-bid document shall be properly indexed with page numbers.

A proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

1. which affects in any substantial way, the scope, quality, or performance of the assignment, or
2. which limits in any substantial way, inconsistent with the tender document, the Client rights or the bidder's obligations under the work order, or
3. which would affect unfairly the competitive position of other bidders presenting substantially responsive proposals.

The responsive proposals shall be evaluated as per the criteria set out in Section 'Eligibility Criteria and Evaluation Methodology'.

Quality cum Cost-Based Selection (QCBS) method shall be adopted for selection of the agency, which has been fully described in Section 'Eligibility Criteria and Evaluation Methodology' of this tender document. The bidder achieving the highest combined technical and financial score will be considered to be the successful applicant and will be invited for negotiations, if required before the final contract signing (the "Successful Applicant").

In case there are two or more bidders with the same combined score, the Client may in such case call all such bidders for negotiations and select the preferred bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the Client.

The Client reserves the right to reject any proposal, if:

1. At any time, a material misrepresentation is made or discovered; or
2. The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.
3. In the event of acceptance of the proposal of the preferred bidder, the Client shall declare the preferred bidder as the successful bidder. The successful bidder(s) shall be issued the work order on priority.

22. PERFORMANCE SECURITY

The successful bidder shall at his own expense will deposit with the Client, within 10 (ten) days after the receipt of notification of award of the Letter of Intent (Work Order) from the Client, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 10% of the Royalty from a scheduled commercial bank acceptable to the Client, payable on demand, for the due performance and fulfilment of the agreement by the bidder. This performance guarantee will be for an amount equivalent to 10% of the agreement value. All incidental charges whatsoever such as premium, commission, etc. with respect to the performance guarantee shall be borne by the bidder. The performance guarantee shall be valid at least for three months post completion of the project satisfactorily. Subject to the terms and conditions in the performance bank guarantee, at the end of 3 (three) months, the performance bank guarantee may be discharged/returned by the Client upon being satisfied that there has been due performance of obligations of the bidder under the agreement. However, no interest shall be payable on the performance guarantee.

Failure of the successful bidder to comply with the requirements of clause performance security shall constitute sufficient grounds for the annulment of the Work Order/LoA and forfeiture of the EMD. In such an event, the Client reserves the right to:

- a) Either invite the next best bidder to match with the financial proposal of the successful bidder, or;

- b) Take any such measures as may be deemed fit in the sole discretion of the Client, including annulment of the bidding process and blacklisting of the firm from the Client for any future work.

Notwithstanding anything contained in this tender document, the Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment. The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.

23. CONFLICT OF INTEREST

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the Invest UP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Invest UP's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Invest UP, or that may place them in a position of being unable to carry out the assignment in the best interest of Invest UP. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

1. **Conflict between assigned works and services:** A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concerned hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
2. **Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
3. **Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

24. INTELLECTUAL PROPERTY RIGHTS

Invest UP shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in

tangible or intangible form shall belong to Invest UP and the selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Agreement to any third party under any circumstances.

25. UNFAIR COMPETITIVE ADVANTAGE

Fairness and transparency in the selection process require that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short-listed bidders together.

26. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Invest UP in relation to, or matters arising out of, or concerning the Selection Process. Invest UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Invest UP 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 Invest UP.

The Event Management Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by Invest UP to the Event Management Agency, and a Personnel of Event Management Agency any information provided by or relating to Invest UP, its technology, technical processes, business affairs or finances or any information relating to the Invest UP's employees, officers or other professionals or suppliers, customers, or contractors of Invest UP; and any other information which the Event Management Agency is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("Confidential Information"), without the prior written consent of Invest UP.

Notwithstanding the aforesaid, the Event Management Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- a) was in the public domain prior to its delivery to the Event Management Agency and its Personnel or becomes a part of the public knowledge from a source other than the Event Management Agency, and it's Personnel
- b) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Event Management Agency, shall give Invest UP, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment

27. FORCE MAJEURE

1. For the purposes of this assignment, "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, 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.

2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (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 the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
4. Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

No Breach of Agreement: The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar 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 Agreement.

Actionable Measures:

1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
2. 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.
3. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Payments: During the period of its inability to perform the Services as a result of an event of Force Majeure, the Event Management Agency shall be entitled to be reimbursed for costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by Invest UP. The Agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by Invest UP.

Consultation: Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

28. SUSPENSION OF AGREEMENT

Invest UP may, by written notice of suspension to the Event Management Agency, without any obligation (financial or otherwise) suspend all the payments to the Event Management Agency

hereunder if the Event Management Agency shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Event Management Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Event Management Agency of such notice of suspension.

29. TERMINATION OF AGREEMENT

Invest UP may terminate the Contract in whole or part without assigning any reason if:

- a) The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- b) If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

30. DISPUTE RESOLUTION

Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of the agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration: In case any dispute is not resolved as per the condition of the tender, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 and amendments thereof. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Invest UP and other appointed by Event Management Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996 and amendments thereof. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

1. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
2. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
3. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreement.

In case of dispute amongst agencies hired by Invest UP for successful execution of UPGIS 2023 or otherwise, the decision of Invest UP will be final and binding on all the parties.

31. INDEMNITY

1. The completion period of the entire work shall be as per the dates specified for the Event; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by Invest UP, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the Applicant and accepted by Invest UP, unless extended by Invest UP in writing, penalty would be at the rate of 1% of the decided royalty value for delay of each day taken by the Applicant, subject to maximum of 5% of the royalty value in addition to the total value of the royalty, whichever is more.
2. In case of observance of delay to deliver the work within stipulated time-limit, and if felt by Invest UP about the non-competence of the bidder to complete the work; Invest UP reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra loss/cost that Invest UP will have to incur for completion of the balance job/s through another agency will be recovered from the initial contracting agency’s account, Security deposit, etc.
3. Moreover, Invest UP shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

32. PAYMENT

The payments to be made by the successful applicant to Invest UP as per following schedule

Payment Schedule	% of Royalty
Within 10 days of receipt of Letter of Intent from Invest UP	5%
One month before the Event Start Date	20%
One week before the Event Start Date	25%
Within Two month of completion of Event	50%

4. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase/work order.
5. Delay(s) in the performance obligations including delay in payment of royalty amount as per the timeline mentioned in this shall render the selected agency/supplier of service liable to any or all as may be decided by Invest UP;
 1. Penalty as per the stipulation in Indemnity clause
 2. forfeiture of performance security (S/D),
 3. imposition of liquidated damages and/or termination of the contract for default, and/or
 4. barring the supplier for 3 years.
6. If at any time during performance of the contract, the supplier should encounter conditions impending timely delivery of the services, the supplier shall promptly notify in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. Invest UP.

7. If the Event Contractor fails to deliver required work as per agreed schedule or quality, Invest UP can appoint other Agencies, Contractors and actual payment made to these agencies shall be deducted from the security agency and bank guarantee available.

33. MISCELLANEOUS

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Invest UP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
2. consult with any Bidder in order to receive clarification or further information;
3. retain any information and/or evidence submitted to Invest UP by, on behalf of and/or in relation to any Bidder; and/or
4. independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Invest UP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

34. ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

Bidders which are registered on the e-tender portal are eligible to participate in this e-tendering process. E-bids submitted by any other bidders will be treated as non-responsive and will not be considered against this e-bid. New bidders who wish to participate should initiate new registration on the e-tender portal to be able to participate in the process.

1. Pre-Qualification Criteria

Note: Qualitative comparative evaluation of work credentials amongst the participating bidders may be applied. Work credentials will be considered as on last date of submission of e-bids. Since the characteristics of the project is special in nature and is being desired for a marquee event, the Client will perform sufficient analysis & checks on the technical capability/credentials of the bidders and comparison for each of the projects suggested by the bidder. Evaluation will be finally based on the decision of Invest UP.

S. No.	Criteria	Documentary Evidence
1.	<p>The bidding entity should be a registered entity with minimum 10 years of existence on the day of the submission of e-bid.</p> <p><i>(Only the entities registered in India, under Companies Act, 1956/2013 or Societies Act 1860, are eligible to participate in the tender process)</i></p>	<ul style="list-style-type: none"> ➤ Incorporation certificate under Companies Act 1956/2013 or Societies Act 1860, and other applicable Acts ➤ PAN card and GST registration ➤ Other relevant documents supporting their incorporation status
2.	<p>The bidding entity must have minimum average annual turnover of INR 100 crore or more for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).</p> <p><i>(Turnover of sister concerns/ affiliates will not be considered)</i></p>	<ul style="list-style-type: none"> ➤ CA certificate (original) as per Annexure-E ➤ Audited balance sheets for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) to support the claim
3.	<p>The bidding entity must have positive net worth for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).</p> <p><i>(Net worth of sister concerns/ affiliates will not be considered)</i></p>	<ul style="list-style-type: none"> ➤ CA/Auditor certificate certifying the net worth for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) as per Appendix – E.
4.	<p>Bidder should have completed similar work as mentioned in the Schedule of Requirement in last 5 years with total area of 1,00,000 Sq. mt. net saleable area (in various exhibitions) with following provision.</p> <p><i>For calculating 1,00,000 Sq. mt area, only those events having net saleable area greater than 10,000 sq.mt will be considered. Out of which 01 (one) event should have at least 25,000 Sq. mt. of saleable area.</i></p>	<ul style="list-style-type: none"> ➤ LoA/Agreement/Contract/Work order/Completion certificate, duly certified by the authorized signatory of the bidding company ➤ Appendix D (Project Data Sheet) for each of the project with all listed details. In any case, projects for which Appendix D is not submitted will not be considered. Appendix D must clearly indicate the scale of event, presence of dignitaries, event scope, actual delivery to establish the fulfilment of the criteria. ➤ Complete Layout of Exhibition clearly marking total sellable space. ➤ Any other promotional material or literature to be enclosed in support of projects
5.	<p>The bidding entity must not be blacklisted, terminated, debarred by any State or Central Government or their</p>	<ul style="list-style-type: none"> ➤ Affidavit (Appendix F format only) by the authorised signatory

	agencies and should not have been found guilty of any criminal offence by any court of law, in the last seven (7) years.	
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The agency who fulfils the above pre-qualification criteria will be considered eligible bidder. Failure to comply with pre-qualifications criteria shall render the bidder ineligible. The technical and financial proposal of in-eligible bidder shall not be considered.

2. Technical Evaluation Criteria

S. No.	Evaluation Criteria	Score
1	Relevant Experience	70
1.1	<p>The bidding entity should be a registered entity with minimum 10 years of existence on the day of the submission of e-bid.</p> <p><u>Marking:</u> 10 Years – 12 Years of existence – 10 Marks 12 Years – 15 Years of Existence – 12 Marks 15 Years – 18 Years of Existence – 15 Marks 18 Years – 20 Years of Existence – 18 Marks 20 Years + Existence – 20 Marks</p>	20
1.1	<p>Minimum average annual turnover of INR 100 crore or more for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).</p> <p><u>Marking:</u> INR 100-125 Crore: 10 marks INR 125-150 Crore: 15 marks INR 150 Crore+: 25 marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> • CA certificate (Original) as per Annexure - E • Audited balance sheets for any three financial years from 2017-2022 (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) to support the claim 	25
1.2	<p>Bidder should have completed similar work as mentioned in the Schedule of Requirement in last 5 years with total area of 1,00,000 Sq. mt. net saleable area (in various exhibitions) with following provision.</p> <p><i>For calculating 1,00,000 Sq. mt area, only those events having net saleable area greater than 10,000 sq.mt will be considered.</i></p> <p><u>Marking:</u> For 1st 1,00,000 Sq. Mt. net saleable area – 10 Marks For each additional 10,000 sq. mt. net saleable area – 01 Marks Each till a maximum of 15 Marks</p>	25

	<u>Documentary Evidence:</u> <ul style="list-style-type: none"> • LoA/Agreement/Contract/Work order/Completion certificate, duly certified by the authorized signatory of the bidding company • Appendix D (Project Data Sheet) for each of the project with all listed details. In any case, projects for which Appendix D is not submitted will not be considered • Any other promotional material or literature to be enclosed in support of projects • Complete Layout of Exhibition clearly marking total sellable space • Appendix D must clearly indicate the scale of event, presence of dignitaries, event scope, actual delivery to establish the fulfilment of the criteria 	
2	Technical Presentation	30
2.1	Technical Presentation before the Committee on the understanding of the project, capability for organizing BSM/RBSM, Institutional tie-ups, manpower availability, assets availability, exhibition organizing experience, design proposed for the exhibition, importance sectors proposed for exhibition, presentation of overall ambience for the venue, the complete work flow of organizing UP Global Investors Summit & Global trade Show 2023, media and promotional plan, use of IT, Innovativeness of organizing exhibition, expectation from Government.	30

Note: Each page of the technical bid, including all the supporting documents and Appendix must be signed at the authorized signatory of the bidding entity and stamped.

The technical score (Pe) for the technical proposal will be the arithmetic sum of the marks assigned to the bidders under each of the parameters listed above. **The bidder is required to achieve a minimum technical score of 70 marks (benchmark score) for opening of financial bids.**

3. Evaluation Methodology

The financial proposals shall be given scores as follows:

- Financial score (Pf) = $100 \times \frac{\text{Financial proposal of bidder under consideration}}{\text{Financial Proposal of Highest bidder}}$

The composite score shall be computed as follows:

- Composite score = $(Pe \times 0.70) + (Pf \times 0.30)$

The evaluation methodology will be based on quality and Cost Based Selection Method (Q.C.B.S.), with 70% weightage on technical score and 30% weightage on financial score. The bidder obtaining the highest composite score would be declared as the selected bidder.

Example

The following procedure will be followed. In response to the RFP, 3 proposals, A, B & C were received. The bid evaluation committee awarded them 70, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated Cost
A	120
B	100
C	110

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

A: $100 \times 120 / 120 = 100$ points

B: $100 \times 100 / 120 = 83.33$ points

C: $100 \times 110 / 120 = 91.67$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A: $70 \times 0.70 + 100 \times 0.30 = 79$ points

Proposal B: $80 \times 0.70 + 83.33 \times 0.30 = 81$ points

Proposal C: $90 \times 0.70 + 91.67 \times 0.30 = 90.50$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 79 points H3

Proposal B: 81 points H2

Proposal C: 90.5 points H1

Proposal C at the evaluated royalty fee of Rs. 110 was, therefore, considered for selection and recommended for approval, to the competent authority.

Note: Bidders are advised that Selection will be entirely at the discretion of Invest UP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on Invest UP, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

Note: Submission of forged documents will also result in summary rejection of the bid.

Important note: E-bid should comprise of following sections:

- I. Technical Bid
- II. Financial Bid

Both the bids must be submitted separately on the e-tender portal <https://etender.up.nic.in>. The financial quote must not be quoted in the technical bid. The prices should be quoted in the financial bid only.

35. FRAUD AND CORRUPT PRACTICES

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LoA, the Client may reject a bid, withdraw the LoA, or terminate the association with the selected bidder, as the case may be, without being liable in any manner whatsoever to the bidder, if it determines that the bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the authority shall be entitled to forfeit and appropriate performance security, as damages, without prejudice to any other right or remedy that may be available to the Client under the bidding documents and/or the LoA, or otherwise.

Without prejudice to the rights of the Client under the clause 'Fraud and corrupt practices' hereinabove and the rights and remedies which the Client may have under the LoA, or otherwise if a bidder, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LoA or the project duration, such bidder shall not be eligible to participate in any tender or RFP issued by the Client for a period of 2 years from the date such bidder, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this clause 'Fraud and corrupt practices', the following terms shall have the meaning hereinafter respectively assigned to them:

- A. **'corrupt practice'** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted under the clause 'Performance security' (B) of this tender, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Client in relation to any matter concerning the project;
- B. **'fraudulent practice'** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- C. **'coercive practice'** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- D. **'undesirable practice'** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and;

- E. **‘restrictive practice’** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

Appendix A

Covering Letter
(On the letterhead of the bidder)

Date:
To:
Nodal Officer
Invest UP

Reference: Request for Proposal for Selection of an Exhibition Management Agency for Conceptualizing, Organising and Managing Exhibition During UP Global Investors Summit 2023

Dear Sir/ Madam,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to Invest UP any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of Invest UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises. (Appendix F as a non-debarment affidavit is a mandatory required. It needs to be attached in the technical bid, in addition to the cover letter)
7. We declare that:
 - We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Invest UP.
 - We do not have any conflict of interest in accordance the RFP document;
 - 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, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Invest UP or any other public sector enterprise or any government, Central or State; and
 - We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, 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.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

9. We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
10. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. 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. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Invest UP of the same immediately.
15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Invest UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Assignment and the terms and implementation thereof.
16. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Invest UP or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
19. We offer an EMD of Rs. 10,00,000/- (Rupees Ten Lakh only) to Invest UP in accordance with the RFP Document.
20. The EMD in the form of a Demand Draft will be separately delivered before the bid submission end date and time.
21. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
22. We agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
23. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,
For and on behalf of (Name of Bidder)
Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)

Appendix B

Details of Bidder
(To be provided on company letterhead)

1.	Name of the project		
2.	Name of the bidder firm		
3.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
4.	GSTIN (Copy to be Enclosed)		
5.	PAN Card No (Copy to be Enclosed)		
6 A.	Name and designation of the Chief Executive of the firm		
6 B.	Address		
7 A.	Name and designation of the authority that is authorized to sign the e-Bid document		
7 B.	Address		
8.	Cost of tender (Details of the DD) EMD amount (Details of the DD)		
9.	Other Eligibility documents attached:		
9 A.	Documents in evidence of Past Experience		
9 A I.	List of important clients		
9 A II.	Proof of such association like accreditations, memberships and certificates from important past clients		

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)

Appendix C

Power of Attorney
(On stamp paper of INR 100/-)

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for 'Selection of an Exhibition Management Agency for Conceptualizing, Organising and Managing Exhibition During UP Global Investors Summit 2023' including signing and submission of all documents and providing information/responses to the Client in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2022
For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ (Signature)
(Name, Title and Address of the Attorney)
Date:

Note:

1. To executed only if the Bidder is a Company, Agency or firm.
2. 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. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.

Appendix D

Format for Project Data Sheet
(To be used for providing additional information for past projects)

Name of the Firm: _____

Event Name:		Country
Project Location Within Country:		Type of Event: Total Sellable Area:
Name of Client		
Name & Designation of Chief Guest		
Start Date (Month/Year)	Completion Date (Month/Year)	Total Number of Exhibitors:
Description of the Project:		
Description & Samples (if any) of Actual Services provided:		

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note-: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual eligibility criteria.

Appendix E

Financial Capacity of the Bidder

(Chartered Accountant certificate, for any three financial years from 2017-2022 i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)

Bidder:						
Financial Year	2017-18	2018-19	2019-20	2020-21	2021-22	Average
Annual Turnover						
Net Worth						

(Turnover of sister concerns/ affiliates will not be considered)

Name & address of Bidder:

Instructions:

The Bidder shall submit a Chartered Accountant certificate only. The certificate should mention:

1. CA certification regarding annual turnover for the three financial years (20XX-XX, 20XX-XX and 20XX-XX).
2. Net worth for the last three financial years (20XX-XX, 20XX-XX and 20XX-XX).

Appendix F

Non-Debarment Affidavit
(On stamp paper of INR 100/-)

Date:

To: Invest UP

Reference: Request for Proposal for Selection of an Exhibition Management Agency for Conceptualizing, Organising and Managing Exhibition During UP Global Investors Summit 2023

Dear sir,

I/We _____ hereby declare that statements, project documents, credentials, documentary evidences, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, Invest UP, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by Invest UP.

I/We, also declare that I/We have not be blacklisted / terminated / debarred by any State or Central Government or their agencies, and have not been found guilty of any criminal offence by any court of law, in the last seven (7) years.

All abovementioned point are true, authentic to the best of my/our knowledge

Yours faithfully,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

Appendix G

Financial Proposal

Separate MS Excel sheet has been provided for the financial proposal (BOQ). Financial proposal (quote) must only be uploaded in the BOQ file on the e-tender portal.

----- End of document -----