



**RFP
Document
for
Selection of Event Management Agency (EMA) from Empanelled
EMAs for Conceptualizing, Designing, Fabrication, Installation &
Management of
Invest UP Pavilion during
“U.P. International Trade Show”
being organised from 25th to 29th September-2024
at India Expo Mart–Greater Noida (UP)**

Invest UP

(A Nodal Agency of Department of Industrial Development,
Government of U.P. for Investment Promotion)

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Website: www.invest.up.gov.in

e-Tender Portal: <https://e-Tender.up.nic.in>

NOTICE INVITING TENDER

Selection of an “Event Management Agency” for Conceptualizing, Designing, Fabrication, Installation, Upkeep & Management of Invest UP’s Pavilion during “U.P. International Trade Show” being organised from 25th to 29th September-2024 at India Expo Mart-Greater Noida

Invest UP – A Nodal Agency of Department of Industrial Development, Government of U.P. for Investment Promotion; invites e-bids from Empanelled Event Management Agencies for Conceptualizing, Designing, Fabrication, Installation and Management of Invest UP Pavilion during “U.P. International Trade Show” (UPITS) being organised from 25th to 29th September 2024 at India Expo Mart, Greater Noida.

The details of submission of e-Bids are available in the RFP document available at the e-Tender portal <https://etender.up.nic.in> and Invest UP’s website <https://invest.up.gov.in/>. Invest UP reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Issuing Authority:

GM – External Events

Invest UP,

6TH FLOOR, A-BLOCK, PICUP BHAWAN, VIBHUTI KHAND

GOMTI NAGAR, LUCKNOW-226010 (U.P.)

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Invest UP or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Invest UP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the “**Proposal**”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest UP in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Invest UP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest UP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Invest UP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The Invest

UP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. Invest UP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that Invest UP is bound to select a Bidder or to appoint the Selected Bidder or Event Management Agency, as the case may be, for the Assignment and the Invest UP reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest UP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. Invest UP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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INSTRUCTIONS FOR E-TENDERING

The bidding process for this RFP will be completed online through e-Tender portal. The RFP 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 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 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 e-Tender portal.

It is suggested that the PDF Files should be made in grey scale 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 (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size. Along with the bids, the cost of RFP document has to be paid through NEFT or RTGS before the bid submission end date. The e-bids will be opened at:

Meeting Room – Invest UP

6th Floor, A-Block, PICUP Bhawan, Vibhuti Khand Gomti Nagar, Lucknow-226010



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SECTION 1 : SCHEDULE OF BIDDING PROCESS

Invest UP would endeavour to adhere to the following schedule during the Bidding Process:

Sl. No.	Description	Date(s)
1.	Date of Publication of e-Tender Notice and e-Tender document (T0) on e-Tender Portal https://etender.up.nic.in	07-08-2024
2.	Receipt of pre-bid queries	09-08-2024
3.	Pre-bid Meeting	12-08-2024 at 11:00 AM
4.	Issue of corrigendum, if any	13-08-2024
5.	Bid Submission Start Date	09-08-2024
6.	Proposal Due Date (Bid Submission Closing Date)	20-08-2024 at 4:00 PM
7.	Opening of Technical e-Bids	20-08-2024 at 5:00 PM
8.	Technical Presentation	20-08-2024 at 5:00 PM onwards
9.	Financial Bid Opening	To be intimated to Technically Qualified Bidders
10.	Venue for Pre-Bid Meeting, Opening of E-Bids and Technical Presentation	At Meeting Room – Invest UP 6 th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow

Pre-bid queries should be submitted at- info@investup.org.in with **subject as: “Pre-bid Queries for Selection of EMA for UPITS”**.

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SECTION 2: Terms of Reference

2.1. About Invest UP

"Invest UP," the Nodal Agency of the Government of Uttar Pradesh for investment promotion and investor facilitation. It is dedicated to facilitating investment in infrastructure, industrial, and service sectors, as well as solving problems of existing and upcoming industries with various government departments.

Invest UP shoulders the responsibility of resolving various issues of entrepreneurs related to other government departments of the state through consistent follow-ups, regular meetings, and enabling the smooth implementation of various policy formations for the industrial development of the state. Acting as a catalyst between entrepreneurs and government departments, Invest UP creates a suitable environment for industrial development in the state and also assists in attracting investment to the state.

2.2. About Uttar Pradesh International Tradeshow 2024:

Department of MSME, Government of Uttar Pradesh in coordination with the India Exposition Mart Ltd. (IEML)–Greater Noida, is organizing the 2nd Edition of the **'UP INTERNATIONAL TRADE SHOW' (UPITS)** during **25–29 September 2024** at India Expo Mart, Greater Noida.

This 5-day event aims to showcase the investment opportunities and potential of various sectors in Uttar Pradesh. The Trade Show is garnering widespread attention globally and is expected to be attended by more than 50,000 business delegates, industry captains, policy makers, and other relevant stakeholders.

The 1st Edition of **'UPITS'**, held last year during 21–25 September 2023, was a significant milestone in global trade, which was Inaugurated by the Hon'ble President of India, and graced by the august presence Hon'ble Chief Minister of UP, the event attracted 1,914 exhibitors, 70,000 B2B visitors, 1,00,000+ business leads, and 500 overseas buyers from 60 countries.

UPITS–2024 aims to provide a vibrant platform for the best minds and experts from around the world. The primary objective is to facilitate and harness the immense potential of sourcing from Uttar Pradesh.

2.3. Participation of Invest UP at Uttar Pradesh International Tradeshow 2024:

INVEST UP is participating in the UP International Trade Show (UPITS), as an exhibitor. INVEST UP will showcase the industrial scenario of Uttar Pradesh which will also include participation from key investors in a Pavilion. A space of approximately 1020 sq.m has been allocated for this to INVEST UP in Hall-1 of India Expo Mart, Greater Noida.

SECTION 3 : SCOPE OF WORK

For the scope of this tender, the selected agency (EMA) will fabricate custom made booths/stalls on a turnkey basis, with provision for the display of publicity material only within allocated pavilion and the management of the same. The approximate Pavilion space is of 1020 sq.m. Proposals are invited based on the design proposed by EMA and the general requirements provided below but are not limited to listed as below. All proposals must either meet or exceed the requirements contained herein.

GENERAL REQUIREMENTS:

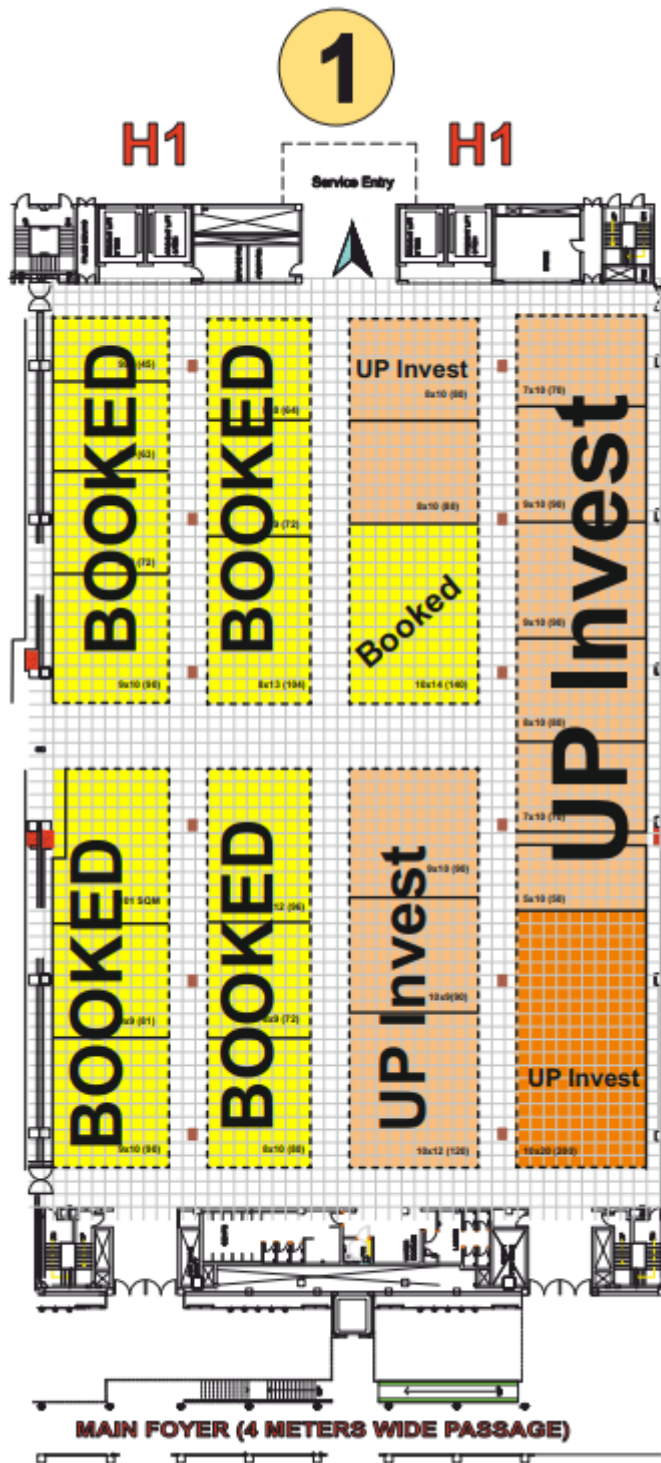
- I. Design, fabrication, setup, installation and dismantling of **custom made pavilion in an area of 1020 sqm as per design proposed by bidder and approved by Invest UP.**
- II. **The overall exhibition is divided into the following sectors:**
 - Invest UP – 200 sqm
 - AI Centre – 150 sqm
 - Textiles – 72 sqm
 - Data Centre / ESDM/ Semi-Conductor / IT – 130 sqm
 - Warehousing & Logistics – 72 sqm
 - Noida Film City – 54 sqm
 - Medical Devices – 54 sqm
 - EV & Renewable – 96 sqm
 - Defence & Aerospace – 96 sqm
 - Major Companies (they will be exhibiting under Invest UP Pavilion) – 96 sqm
- III. All stalls to have customized design as per sectoral achievements and policies.
- IV. Digital displays to be incorporated in the overall design.
- V. The fascia of each sector should clearly state the sector name and tagline – Agency to propose the same
- VI. Enough movement space to be given for Dignitary movement
- VII. Demos / displays will be brought by the client. Design should be proposed keeping in view such requirements
- VIII. AI Centre will have digital displays and space to demo AI solutions.
- IX. No flex to be used for display printing. Only high-quality vinyl to be used.
- X. Back lit and front lit should be suggested as per aesthetic requirements.
- XI. Organizing Event Planning activities and B2B management sessions [Approximately 25 to 30].
- XII. Setting up VVIP lounge and coffee vending machine.
- XIII. Display of LED video wall (16x10 Feet).
- XIV. LED video Displays 50 Inch. – 8 nos
- XV. LED Display panels on the exterior part exhibiting different sector offerings.
- XVI. Meeting tables with chairs for each stall
- XVII. LED lights & Power Sockets for each stall
- XVIII. Needle Punch carpet.
- XIX. 10 spare Chairs.
- XX. Area Deployment

- XXI. Dustbins.
- XXII. Card Bowls with refreshments.
- XXIII. Sweets bowl at reception
- XXIV. Photography and videography
- XXV. Complete Branding of façade of walls inside the hangar. Proposed size – 15ft X 17ft – 20 nos.
- XXVI. Manpower deployment for stalls
- XXVII. Creative content and conceptualization
- XXVIII. Social media live streaming and curation
- XXIX. Regular posting and promotion in groups and amongst key influencers for 7 days
- XXX. Dissemination to Digital Press media
- XXXI. High speed internet connectivity for complete exhibition area



2. Master Layout

HALL LAYOUT



Ground Floor Hall No. 1

Organised by:
India Exposition
Mart Limited

LEGEND

- ELECTRICAL PANEL
- STEEL COLUMN (85cm x 65cm)
- F.H.C.

September
25 - 29, 2024
India Expo Centre & Mart
Greater Noida, UP, India

- NOTES:
- 1M X 1M GRID IS MARKED ON THE ENTIRE LAYOUT PLAN OF THE HALLS.
 - BEFORE TAKING UP ACTUAL CONSTRUCTION OF STANDS AT SITE, THE CONTRACTOR MUST CHECK AND CO-RELATE WITH THE DESIGN PLAN.
 - ANY ADJUSTMENTS REQUIRED MUST BE BROUGHT TO THE NOTICE OF M/S SPACE FRAMES.
 - IT MAY BE ENSURED THAT NO CONSTRUCTION IS TAKEN UP IN FRONT OF EMERGENCY EXITS, ENTRANCE GATES AND CONVENIENT ACCESS PROVIDED TO FIRE, ELECTRICIANS ETC.

Note : 1-Alloted Pavilion dimension is 1020 sq.m.

2- Hall Layout Dimensions and area will be changed if any changes occurred.

SECTION 4: OTHER INSTRUCTIONS TO BIDDERS

A. General

4.1 Important Instructions for the Selected Bidder:

4.1.1. The descriptive items enlisted in the scope of work in Section 3 of this RFP are only indicative, and it shall be the duty of the bidder to anticipate the extra requirements if any, of the event like refreshments, incidental costs on decoration, theme execution, etc. depending on the theme plan of the bidder. The bidder shall quote the corresponding cost accordingly.

4.1.2. While above requirement has been worked out taking into consideration the event planned so far, the requirements are not fully finalized, hence Invest UP may increase or decrease the number of items as per actual requirement.

4.1.3. A committee will be constituted, or an officer will be designated by Invest UP to approve any additional work that the selected EMA needs to accomplish over and above the given scope of work. The selected EMA must ensure that all such additional activities are carried out only after approval of the said committee/officer.

4.1.4. The selected EMA upon request of Invest UP, in certain cases, has to provide original third-party bills or quotations in support of expenditure incurred by them on actual basis.

4.1.5. Bidder need to submit detailed element unit wise costing of each element to be used as per theme plan suggested by bidder and consented by Invest UP. The detailed bill of quantity (BoQ)/Financial Proposal thus submitted must be in accordance with the scope of work given in this RFP.

4.2. Scope of Proposal:

4.2.1. Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

4.2.2. Bidders are advised that the selection of Event Management Agency shall be on the basis of an evaluation, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Invest UP's decisions are without any right of appeal whatsoever.

4.2.2. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the forms at Annexure-I, II, III, VII and the Financial Proposal shall be submitted in the format at Annexure-IV. Upon selection, the Bidder shall be required to enter into an agreement with Invest UP.

4.3. Conditions of Eligibility of Bidders: The empanelled Event Management Agencies of Invest UP are only eligible for bidding.

Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

4.4. 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.

4.5 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:

- (i) 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 concern 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.
- (ii) 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.
- (iii) 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.

4.6. Fraud and Corrupt Practices:

4.6.1 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 Invest UP 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 Invest UP 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 Invest UP under the Bidding Documents and/ or the LOA, or otherwise.

4.6.2 Without prejudice to the rights of the Invest UP under Clause 4.5.1 herein above and the rights and remedies which the Invest UP may have under the LOA, or otherwise if a Bidder, is found by the Invest UP 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 Invest UP during a period of 2 (two) 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.

4.6.3 For the purposes of this Clause 4.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i)** “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 Invest UP 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 Invest UP , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, 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 Department in relation to any matter concerning the Project;
- (ii)** “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii)** “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;
- (iv)** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Invest UP 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
- (v)** “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.

4.7 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.

4.8 Number of Proposals

A Bidder is eligible to submit only one proposal.

SECTION 5: FORMAT AND SIGNING OF E-BIDS

The Agency shall provide all the information as per this tender document. Invest UP will evaluate only those proposals that are received in the required format and are complete in all respects.

The Agency shall prepare the electronic copy for thee-bids (in pdf format) and upload the e-bids on e-tender portal <https://etender.up.nic.in> through the Agency's digital signature certificate (DSC).

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SUBMISSION

- I. 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";
- II. The Amount quoted in the Financial Bid (BoQ) must be exclusive of GST. The cost of transportation, manpower and any other direct or indirect cost must be factored in.

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

SECTION 6 : Evaluation

Evaluation shall be done on following criteria and points will be allocated against each component.

S.No.	Criteria	Marks
<u>Presentation on Conceptualizing of design & layout, Innovative ideas to promote Investment opportunities in Uttar Pradesh (Policies & EoDB) for Invest UP Pavilion at UPITS-2024.</u>		
1	Design & concept of Invest UP Pavilion through 3D rendering	25 Marks
2	Concept of branding plan and special branding elements in the Invest UP Pavilion	15 Marks
3	Material Sample of beautification elements to be used in fabrication	10 Marks
4	Design & concept of “Theme Installation”	20 Marks
5	Design & concept of reception area & fascia	10 Marks
6	Creative value additions & Digital Intervention to the pavilion for enhancement	10 Marks
7	Best use of industry practices e.g., eco- friendly products, good quality materials etc.	10 Marks
	TOTAL	100

Note:

1. The minimum qualifying marks for Technical Evaluation Criteria is 70%. The bidder securing less than 70% marks in Technical Evaluation Criteria will be disqualified.
2. Technical bids of only those bidders shall be evaluated who qualify the pre-qualification criteria.
3. INVEST UP reserves the right to call the bidders for presentation, and accordingly Intimation of Presentation will be informed by INVEST UP
4. The decision of INVEST UP will be final and binding and no communication in this regard will be entertained.

SECTION 7 : EVALUATION PROCESS

7.1. Evaluation of Proposals

Invest UP shall open the Proposals on date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.

7.1.1 Evaluation of Technical Bids:

- (i) Constitution of Tender Evaluation Committee (TEC) - The evaluation of the e-Bids shall be carried out by Tender Evaluation Committee (TEC). The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- (ii) The Technical presentation shall be done to the Tender Evaluation Committee (TEC).
- (iii) Technical bids should be analysed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non- responsive:
 - a. Technical Bids of those bidders, who do not meet the eligibility criteria.
 - b. Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

7.2. Evaluation of Financial e-Bids

- (i) The financial e-Bids shall be opened by TEC of the bidders which score more than 70 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- (ii) The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Annexure-IV. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal. Evaluation will be done on the basis of total cost (excluding GST) quoted by the bidder and not on item-wise cost.

- (iii) If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals reg. Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

7.3 Negotiations

Normally, there would be no post RFP negotiations. In case of it is required, negotiations may be carried out in with the H1 Bidder in the interest of the project.

7.4 Award of Contract

In a particular case of selection, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20. The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 60, 80 and 90 marks respectively. The minimum qualifying marks were 60. 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	Rs. 120.
B	Rs. 100.
C	Rs. 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: $100 \times 100 / 120$.	=83 points
B: $100 \times 100 / 100$.	=100 points
C: $100 \times 100 / 110$.	= 91 points

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

Proposal A: $60 \times 0.80 + 83 \times 0.20 = 64.6$ points

Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84$ points

Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

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

Proposal A : 64.6 points, H3

Proposal B : 84 points, H2

Proposal C : 90.2 points, H1

Proposal-C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

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.

7.5 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.

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SECTION 8 : Condition of Tender/Agreement

8.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Invest UP and the Event Management Agency , as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Value" means the fees to the Event Management Agency under the Contract for the full and proper performance of its contractual obligations.
- c. "Services" means services required to be provided by the Event Management Agency covered under the Contract.
- d. The Event Management Agency shall permit Invest UP to inspect the Event Management Agency's accounts and records relating to the performance of the Event Management Agency and to have them audited by independent auditors appointed by Invest UP, if so decided.

8.2 The Event Management Agency (EMA) shall be responsible for completely supervising and directing the setup stall display using best skills and attention.

8.3 Invest UP shall coordinate with a single point of contact (Event Manager) who shall be responsible for the entire event.

8.4 If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the EMA and Invest UP shall not be liable for any such claims. The EMA would be responsible for the payments arising out of any Third-Party claims. The EMA is advised to procure insurance for meeting such liabilities at his own cost.

8.5 Payment shall be made accordingly based on the actual utilization of the services. The department reserves the right to scrap the tender process at any stage due to unforeseen reason.

8.6 The tender will not consider if material misrepresentation is made or discovered, or the Agency does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

8.7 In the event of acceptance of the proposal of the preferred EMA, the INVEST UP will declare the preferred Agency as the successful Agency. The INVEST UP will notify the successful Agency through a letter of Allotment (LoA/Work Order) that its proposal has been accepted.

8.8 Back up of all equipment must be available with no time delay, in case of any failure/fault payment will be deducted accordingly.

8.9 Contract will be valid for 120 days for One time for event on 25th -29th September 2024.

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

8.11 If the EMA fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Invest UP shall enforce full amount of the Performance Security.

8.12 In case any service/ item is not provided by the successful bidder, the expenses paid by Invest UP to get the service/ item rendered from any other vendor will be borne by the successful bidder.

8.13 Termination for default:

The Invest UP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:

- a. if the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Invest UP; or
- b. if the Service provider fails to perform any other obligation(s) under the Contract.
- c. If the Service provider, in the judgment of the Invest UP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Invest UP terminates the Contract in whole or in part, the Invest UP may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the Invest UP for any excess costs for such similar Goods or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

8.14 Force Majeure:

a. Definition

- (i)** 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.
- (ii)** 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.
- (iii)** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (iv)** The Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

b. 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.

c. Measures to be taken

- (i)** 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.
- (ii)** 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.
- (iii)** The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. 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 the 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 the Invest UP.

e. 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.

8.15 Settlement of Disputes:

- (i)** The Invest UP and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii)** If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Invest UP or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as

per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

(iii) All disputes shall be subject to High court of Judicature, Uttar Pradesh.

8.16 Indemnity

The Agency shall indemnify and hold harmless the Authority and its officers, employees, agents and instrumentalities from any and all liability, losses or damages arising of this engagement.

8.17 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued by the Invest UP to the Selected Bidder after submission of detailed element unit wise costing (should include item wise cost of each element to be used as per theme plan suggested by bidder and consented by Invest UP. The detailed bill of quantity thus submitted must be in accordance with the scope of work given in this RFP and should be in the prescribed format as per Appendix IV of this RFP.) and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Invest UP may, unless it consents to extension of time for submission thereof, forfeit the bank guarantee submitted for empanelment in Invest UP of such Applicant, and the next eligible Bidder may be considered.

8.17 Penalty Clause:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Invest UP reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total contract value.

8.18 Liquidated Damages

(i) If the EMA fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Invest UP shall enforce full amount of the Performance Security.

(ii) In case any service/ item is not provided by the successful bidder, the expenses paid by Invest UP to get the service/ item rendered from any other vendor will be borne by the successful bidder.

8.19 The EMA shall comply with all the applicable statutory provisions with regard to environment protection and general public during execution of the Contract including at the time of the Event.

8.20 During the scheduled event from 25th September 2024 with the Venue expected to be handed over in time.

8.21 25th September – 29th September 2024 the EMA selected shall be responsible for all the expenses related to the event. This shall include, but not limited to, the cost involved in fabrication to dismantling of the stalls, all cost associated with the operation & running of the stall.

- 8.22 All officers must make an on-site inspection of the locations where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the EMA of his obligation to carry out the scope of the Contract.
- 8.23 EMA shall be informed 2 days prior to cancellation of event under any circumstances.
- 8.24 For installation purpose in the event, EMA is advised to use the products/equipment's that are of genuine make.
- 8.25 The Agency shall be responsible for completely supervising and directing the setup and dismantle of the stall displays using its best skills and attention
- 8.26 In addition to the above scope of work mention in section 3, the EMA will also be responsible for the on-ground end to-end setup, on-ground support and facilitation for each element/aspect of the scope of work.

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SECTION 9 : The Stall Design Process

Master Layout & Stall Design is given in the scope of the work

- I. The Authority and the Agency will collaborate to design the Display using the most time-effective means.
- II. There will be a need for an initial meeting between the Agency and the Authority to discuss the ideas using the information from the Agency's proposal as well as for the Authority to lay out the minimum requirements by which the Agency shall abide.
- III. After the initial meeting, the Agency and the Authority may converse and discuss refining ideas by telephone, email and web meeting.
- IV. The Agency shall prepare a render for the event and take approval from the Authority before finalizing and commencing work on site.

Deliverables and Timeline

All the requirement mentioned in RFP should be ready a day before the event date i.e. **24 September 2024 at 10:00 PM.**

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SECTION 10: Tender Fee & Performance Security

1. Bidder has to deposit a Tender Fee of amount Rs.2,000/-+18% GST
2. Bidder has to deposit 3% of the total Contract Value as an PBG/Security amount of the form of Bank Guarantee issued by scheduled bank in Favour of **Invest UP at Lucknow.**

Bank - Punjab National Bank

Address – Trade Tax Office, Mirabai Marg, Lucknow

Account No – 2408021800000010

IFSC Code –PUNB0631200

Bank code – 631200

3. Performance Security

Upon acceptance of Letter of Award (LOA) from the Invest UP, the successful Bidder shall at its own expense furnish the Performance Security within 5 (five) days from the date from signing the agreement, of an amount equal to 03% of the fee/Contract Value by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (Annexure-VI). 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 for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/ returned by the Invest UP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

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SECTION 11 : Payments Conditions

11.1 Payment to Selected Bidder

The bidder shall raise invoice as under for the payment of fee as under: -

Payment Schedule	% payable of Total Fees
Approval of overall design and layout	30% (Against Bank Guarantee of equivalent amount)
Handover of the fully fabricated Invest UP Pavilion	30%
Completion of inaugural ceremony	20%
Post completion of work and satisfactory report of Invest UP	20%

11.2 The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.

11.3 Invest UP will designate certain officers who will physically verify the work of EMA. It will be the sole responsibility of EMA to coordinate with the officers and should depute one dedicated personnel to coordinate with the concerned officer on day-to-day basis to verify each deliverable/ deployment (material or manpower)/ procurement etc. related to this RFP prior to carrying out such activities. The verification and recommendation (on quantity and quality of material used) of designated officer will be binding on EMA.

11.4 The selected bidder/EMA will have to submit an Event performance report on successful completion of event.

11.5 As per income Tax rules, Invest UP shall deduct income Tax at source from the bills payable to the successful bidder.

11.6 GST will be deposited by EMA. EMA has to register in Uttar Pradesh State if required, if not registered earlier.

SECTION 12: Annexures

The bidders must provide all the supporting documentary evidence mentioned in pre-qualification criteria as well as for evaluation criteria and other documents as annexures mentioned below:

TECHNICAL PROPOSAL

Annexure-1

Letter of Proposal

(On Bidder's letter head)

Dated:

The CEO,
Invest UP
6th Floor, PICUP Bhawan
Gomti Nagar,
Lucknow-226001

Sub: Event Management Agency for Development, Upkeep & Management of Invest UP Stall at Uttar Pradesh International Tradeshow, Greater Noida

Dear Sir,

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 the Invest UP any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the 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.
7. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the INVEST UP.
 - B. We do not have any conflict of interest in accordance the RFP document;
 - C. 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 the INVEST UP or any other public sector enterprise or any government, Central or State; and

- D. 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 the 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 the INVEST UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned 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 the 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 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.
 20. We agree to keep this offer valid for 120 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
 21. 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,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

ANNEXURE-II
Particulars of the Bidder

1. Name of the Company:
2. Invest UP Empanelment No.:
3. Registered Office:
4. Date of Incorporation:
5. Constitution of Bidder Company:
6. GSTIN (Copy to be enclosed):
7. PAN (Copy to be enclosed)
8. Experience in Event Management services (years) with proof:
9. Date of first assignment:
10. Worldwide presence:
11. Presence in India:
12. Total no. of employees:
13. No. of employees in Event Management services:
14. Details of contact persons:
15. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

(Empanelment Letter issued by INVEST UP is to be enclosed)

ANNEXURE-III

Members to be deputed at Invest UP

Sl. No.	Name	Present Designation	Number of years in Payroll of the bidder	Proposed Position	Task Assigned
1.					
2.					

We undertake that the 2 team members as mentioned above shall remain with the assignment till the completion of assignment. Any change in the above composition of personnel shall not be done without prior permission of Invest UP . We further undertake that we shall employ sufficient number of personnel during/ prior to the event for successfully delivering the project. The details of such personnel shall be shared with INVEST UP as and when requested.

Name & signature of the authorized signatory

ANNEXURE-IV
BOQ Format

Sl.#	Item Description	Basic Rate In Rs.	GST (in Percentage)	GST Amount	Total Amount
1	2	3	4	5	6 = 3 + 4
1	Design, fabrication, setup, installation and dismantling of Invest UP stall in Turnkey basis				
Total in Figures					

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ANNEXURE-V

Draft Agreement

This agreement is made this ___ day of ___ 2024 at Lucknow between _____ (name of the Event Management Company selected through the bidding process against the RFP dated_____ for “**Event Management Agency for Development, Upkeep & Management of Invest UP Stall at Uttar Pradesh International Tradeshow, India Expo Mart, Greater Noida**”) referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and Invest UP , 6th Floor, Block-A, PICUP Bhawan, Lucknow-226001, referred to as the “Second Party” through its CEO, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide Event Management services to Invest UP, in accordance with all the terms and conditions contained in the Tender RFP dated_____ and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE-MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____ TWO THOUSAND AND TWENTY FOUR.

Authorised Signatory of “First Party”

Authorised Signatory of “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

Witness for “First Party”

Witness for “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

ANNEXURE-VI

Form of bank guarantee for Performance Security

1. In consideration of the Invest UP having agreed to exempt _____ (hereinafter called "the said Event Management Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between 6th Floor, Block-A, PICUP Bhawan, Lucknow -226001 and _____ for the project of Event Management Agency for Development, Upkeep & Management of INVEST UP Stall at Uttar Pradesh International Tradeshow, Lucknow (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Event Management Agency of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ **(Rupees _____ Only)** We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ (Event Management Agency) do hereby undertake to pay to the Invest UP an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Invest UP by reason of any breach by the said Event Management Agency of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Invest UP stating that the amount claimed Invest UP by reason of breach by the said Event Management Agency of any of the terms or conditions contained in the said Agreement or by reason of the Event Management Agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____
3. We undertake to pay to the Invest UP any money so demanded notwithstanding any dispute or disputes raised by the Event Management Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Event Management Agency shall have no claim against us for making such payment.

4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Invest UP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or Invest UP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Event Management Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of bank) further agree with the Invest UP that the Invest UP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Event Management Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Invest UP against the Event Management Agency and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Event Management Agency or for any forbearance, act or commission on the part of the Invest UP or any indulgence by the Invest UP to the said Event Management Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Event Management Agency.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Invest UP in writing.
8. This guarantee shall be valid for a period of 12 months with effect from(date of LOA).

Dated the _____ day of _____ 2024

for _____
(Indicate the name of Bank)

ANNEXURE-VII

Undertaking of non-blacklisting of bidder by any Government or their agency

We undertake that our organisation _____ (Name of the Bidder) has not been disqualified, blacklisted, terminated or debarred by any State/Central Government or any agencies thereof in last five years.

Name & signature of the authorized signatory

END of RFP