

NATIONAL FILM DEVELOPMENT CORPORATION

A GOVERNMENT OF INDIA ENTERPRISE

REQUEST FOR PROPOSAL

**FOR ENGAGEMENT OF AGENCY FOR DESIGNING, FABRICATION, AND CONTENT
DEVELOPMENT FOR THE BHARAT PAVILION INCLUDING INNOVATION/STARTUP ZONES
AND MARKETPLACE AT THE WORLD AUDIO-VISUAL & ENTERTAINMENT SUMMIT (WAVES)**

2025

AT NEW DELHI, INDIA DURING 5TH TO 9TH FEBRUARY 2025

RFP NO. NFDC/RFP/WAVES/2024/563

ISSUED BY



National Film Development Corporation Limited
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Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

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Date of issue: 28.10.2024; 12:30 HRS (PM)

Last date of submission of Bids: 11.11.2024 at 13:00 HRS (PM)

Available on <https://www.wavesindia.org>, <https://nfdcindia.com>, <https://eprocure.gov.in/epublish/app>

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1. DEFINITIONS / GLOSSARY OF TERMS "RFP" means Request for Proposal

"NFDC" means National Film Development Corporation Limited

"Bidder" / "Applicant/ "Agency" means a reputed Indian firm having requisite experience in Creative / event management in large-scale trade shows in both on-ground and virtual modes, who has applied for the RFP for partnering with the NFDC/WAVES for Planning, Creation and Execution of Bharat Pavilion (On- ground) including Innovation Hub/Start-up Pavilion at the **World Audio Visual & Entertainment Summit (WAVES) 2025** in Delhi, India during 5th to 9th February 2025.

"Application" means the RFP submitted by an Applicant in the prescribed format

"WAVES 2025"/ "Event" means World Audio Visual & Entertainment Summit (WAVES) 2025

"Bharat Pavilion" means the space admeasuring 3000-3500 sqm to be designed and developed presenting the entire gamut of Indian M&E sector including Innovation & Start-up Hub at Bharat Mandapam with a concept flow decided by NFDC/WAVES and presented through latest technology & medium.

"END CLIENT" means the National Film Development Corporation Limited

"PERIOD" means the dates set for **World Audio Visual & Entertainment Summit** as 5th to 9th February 2025. or as decided by NFDC.

"LOCATION" New Delhi or as decided by NFDC

"ASSIGNMENT" means the designing, fabrication, and content development for the Bharat Pavilion including innovation/startup zones and marketplace at the World Audio Visual & Entertainment Summit (WAVES) 2025 to be held in New Delhi, India during 5th to 9th February 2025 at New Delhi.

2. NOTICE INVITING TENDER

The schedule and various other details for submission of Bids have been set out below:

Name of Work	Request for Proposal for designing, fabrication, and content development for the Bharat Pavilion at World Audio Visual & Entertainment Summit (WAVES) 2025 at Bharat Mandapam, New Delhi from 5 th to 9 th February 2025	
Tender No.	RFP NO. NFDC/RFP/WAVES/02/2024/563	
Type of Tender	Open Tender	
Contact Details	Tel: +91 11 243 69462 Fax: +91 11 243 69463 Email: ceo@wavesindia.org Website https://www.wavesindia.org https://www.nfdcindia.com , https://eprocure.gov.in/epublish/app	
Item	Date	Time
Tender Document Starts	28/10/2024 (Monday)	12:30 PM
Online Pre-Bid Meeting – Online Link https://meet.google.com/rxf-rxmx-hay	04/11/2024 (Monday)	11:30 AM
Last Date of Submission of Queries	08/11/2024 (Friday)	04:00 PM
Last Date and Time for Submission of Bid	11/11/2024 (Monday)	13.00 PM
*Technical Bid Opening	11/11/2024 (Monday)	14.00 PM
*Technical Bid Evaluation and Concept Presentation	12/11/2024 (Tuesday)	11.00 AM
*Financial Bid Opening	13/11/2024 (Wednesday)	11.00 AM

* The venue for Bid opening, Concept presentation and Commercial Bid Opening will be: Room no: 401, 4th Floor, Soochna Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

Link for attending pre-bid meeting online can also be confirmed through evincing interests through email to ceo@wavesindia.org

NFDC/WAVES has the right to amend/vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

3. DISCLAIMER

- 3.1.1. National Film Development Corporation (hereinafter NFDC) has issued this Request for Proposal (hereinafter RFP) for Planning, Creation and Execution of the Bharat Pavilion at World Audio Visual & Entertainment Summit – 2025 on turnkey basis.
- 3.1.2. **Note: No offer will be accepted after the Due Date. The dates mentioned above are subject to change by NFDC with prior notice on NFDC, WAVES website and e- tender website.**
- 3.1.3. The RFP document can be downloaded from the website <http://www.wavesindia.org>, <http://www.nfdcindia.com> or <https://eprocure.gov.in/eprocure/app>. The completed application (response document) should be submitted as per the process given in Clause 7 of this RFP.
- 3.1.4. Late Applications: Any application received after the last date and time for submission for the same, i.e., 11th November 2024 (13:00 hrs) shall not be accepted. Applications received after the last date and time shall be summarily rejected and returned unopened.
- 3.1.5. This RFP issued by the National Film Development Corporation Ltd (NFDC) constitutes a request for Bids from eligible entities (as determined in accordance with the eligibility criteria set out in Clause 10 of the RFP) for designing, fabrication, and content development for the Bharat Pavilion at the World Audio Visual & Entertainment Summit (WAVES) 2025 in New Delhi, India during 5th to 9th February 2025 (as more particularly set out in Clause 07) subject to the terms of this RFP and the Agreement.
- 3.1.6. This RFP is no more than a Request for Proposal and it does not and is not intended to constitute a contract, or an offer which is capable of acceptance by any Bidder or any other person. The RFP does not purport to contain all information that the Bidders may require. This RFP document may not be appropriate for all persons and it is not possible for NFDC to consider the investment objectives, financial situation and particular needs of each bidder. The formation of any contractual relationship shall be conditional upon (i) Acceptance by NFDC of the Bidder's Bid and (ii) the Execution of the Agreement by both NFDC and the Bidder.
- 3.1.7. This RFP is not an agreement by and between NFDC and the prospective bidders. The information contained in this RFP is provided on the basis that it is non-binding on NFDC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NFDC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before the bid. Bidders are encouraged to take professional help from experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NFDC any kind of error, misprint, inaccuracies, or omission in the document. NFDC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NFDC also reserves the right to decline the Project further with any bidder submitting a proposal.

- 3.1.8. No reimbursement of cost of any type shall be paid to any bidder or prospective bidder submitting a Bid Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal or costs, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NFDC, for providing any additional information required by NFDC to facilitate the evaluation process or any other costs incurred in connection with or relating to its Bid.
- 3.1.9. This RFP does not imply that NFDC is bound to select and pre-qualify Bid at Bid Stage or to appoint the Successful Bidder, as the case may be, for the project and NFDC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever. NFDC 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.
- 3.1.10. NFDC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bid Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution for unjust enrichment or otherwise.
- 3.1.11. NFDC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statement contained in this RFP.
- 3.1.12. Interested bidders, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to NFDC. Such suggestions, after review by NFDC, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the NFDC portal.

4. SUMMARY OF RFP

This Request for Proposal (RFP) consists of three parts as indicated below: -

Part I: The first part consists of the Tender Process, Terms & Conditions for Submission of Tender, Instructions to Bidders, Eligibility Criteria and related Documents to be submitted, Scope of Work, Selection Process, General conditions of contract and other requirements. It includes procedure and last date and time for submission of offers, opening of bids and other details.

Part II: The second part of the RFP incorporates technical details, describing various aspects related to the Assignment and defines the criteria for evaluation and acceptance of technical bid.

Part III: The third part consists of the financial aspects & payment terms and defines the criteria for evaluation of financial proposal and method of calculation of Combined & Final evaluation.

Part I

5. **BACKGROUND** The first edition of the World Audio Visual & Entertainment Summit (WAVES) will be organized from 5th to 9th February, 2025 in New Delhi, India by the National Film Development Corporation under the aegis of the Ministry of Information & Broadcasting supported by the Indian Industry associations in the sector. WAVES-2025 is a five day inclusive event with first three Business days and last two public days as follows:-

Business Days: February 5-7,

Public Days: February 8-9,

World Audio Visual & Entertainment Summit (WAVES) in its first edition is a unique hub and spoke platform poised for the convergence of the entire Media and Entertainment (M&E) sector. The event is a premier global event that aims to bring the focus of the global M&E industry to India and connect it with the Indian M&E sector along with its talent. WAVES aims to provide impetus to the Indian M&E sector growth by bringing together Country delegations, global and Indian industry leaders, policymakers, M&E industry and its innovators to explore opportunities, address challenges and shape the future of the M&E industry. The Global M&E industry includes Films, TV, Broadcast, Print, Radio, News, New Media, Advertising, Animation, VFX, Gaming & E-sports, AR/VR/XR, Music, LIVE events etc. Therefore, the Bharat Pavilion at WAVES will be a WAVES is a confluence of over 10 sub-sectors of Media & Entertainment coming together under one roof including news, advertising, radio, and television to music, animation, VFX, gaming, comics, OTT digital media, AI, and the metaverse.

It presents an opportunity to Connect with top leaders in the media and entertainment industry, Learn about the future of media and entertainment, Network with other professionals, Forge partnerships, Discuss policies, Showcase innovations and create along with the best in the media and entertainment industry also showcasing India's growing capabilities in VFX, Animation, Gaming, New Media etc.

Vision For WAVES 2025

- Make India as the Global Content Hub and a net exporter of content
- Building a rich intellectual property ecosystem inclusive of India's diverse cultural tapestry, and a rich repository of stories and languages.
- Enhance Indian Media's Global Market share.
- Position India as a major global Investment market.
- Foster strategic partnerships and collaborations of Global and Indian counterparts to expand market reach, co-produce content and leverage complementary strengths. Connect with a diverse range of industry leaders, policymakers, and innovators.

WAVES is the platform for the global M&E sector with exclusive investment opportunities so as to position the Indian M&E industry as a potent partner through a convergence of all segments of the industry on a single platform. WAVES aims to be a beacon for innovation, collaboration and growth, connecting the world's M&E stakeholders and unlocking new frontiers of creativity, entrepreneurship, and excellence.

6. TENDER PROCESS

a. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information and amplification to the same can also be obtained through accessing information available on www.wavesindia.org. This RFP is not exhaustive and does not necessarily contain all the relevant information in relation to the Bid process and NFDC reserves the right to withdraw the RFP and/ or amend the requirements or information contained in this RFP at any time prior to award of work for the Bid, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.

b. Upon NFDC's selection of a Bidder, NFDC and the Bidder shall enter into a detailed contract/agreement incorporating provisions of this RFP and the successful Bid ("Agreement"). However, Bidder's obligation will commence from the date of the award of the Bid.

c. NFDC reserves the right to:

- i. Rank the Bidders in order of the attractiveness of the respective Bids submitted;
- ii. Review, reconsider and amend the scope of services to be offered in respect of the Event at any time prior to the first bid submission;
- iii. Accept or reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same;
- iv. Extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the NFDC's and e-procure website and the same to be binding on all the Bidders.
- v. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished / documents submitted by the Bidder in response to this RFP or at any later stage or in the event of any contravention by the Bidder of any condition or criterion stipulated by NFDC, NFDC shall have the right to terminate or cancel the engagement granted to the Bidder, and nothing shall be payable or be paid by NFDC to the Bidder as damages or penalty. The penal provisions as stated in Earnest Money Deposit Declaration / Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from NFDC;
- vi. Increase or Decrease the number of items/elements in the scope of work.

d. The submission of a response to this RFP by any Bidder confirms the Bidder's Acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

- i. Understood and examined the extent of the scope of services and other information made available in writing by NFDC, for the purpose of this RFP;
- ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- iii. Satisfied itself as to the correctness and sufficiency of the RFP

e. Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with NFDC or any of its government partners in relation to this RFP. Any clarifications and all information must be sought via e-mail only to ceo@wavesindia.org as per format supplied at Clause no. 9. No queries shall be entertained by NFDC after the scheduled date and time mentioned in Clause 2 of this RFP.

7. TERMS & CONDITIONS FOR SUBMISSION OF TENDER

The completed application (response document), containing one hard copy (printed, signed and bound copies) and one soft copy (on a USB Flash Drive – An MS Word document (compatible with MS Word 2003 or above) or an Adobe Acrobat PDF (compatible with Adobe Acrobat Reader 3.0 or higher) of the RFP including the presentation to be made to the Technical Evaluation Committee, should be submitted in two-bid system of Technical & Financial Bids in two separate and sealed envelopes to be marked as “Technical Proposal” & “Financial Proposal” respectively.

Both the Technical and Financial proposals are to be enclosed in a bigger envelope sealed and super scribed with the title - **“Techno-Financial Bid” for Planning, Creation and Execution of Bharat Pavilion at World Audio Visual & Entertainment Summit (WAVES) 2025 in Delhi, India during 5th to 9th February 2025**, before the last date and time at the following address:

Room no: 401, 4th Floor, Soचना Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

A Pre-bid meeting will be held on **04.11.2024** to answer any queries that the prospective Bidders may have in regard to preparation of the proposals.

Technical Bids would be opened on **the date mentioned in Clause 2 of this RFP**. The proposals will be evaluated in accordance with the pre-qualification and evaluation criteria to shortlist AGENCIES for Technical evaluation and Presentation as prescribed in the RFP document.

The Technical evaluation and Presentation will take place on the date mentioned in Clause 2 of this RFP and financial bids of technically qualified bidders will be opened subsequently on **the date mentioned in Clause 2 of this RFP** at:

Room no: 401, 4th Floor, Soचना Bhavan, Phase 1, C.G.O Complex, Lodhi Road, New Delhi 110003

8. OTHER IMPORTANT INSTRUCTIONS TO BIDDERS

- a. **EARNEST MONEY DEPOSIT:** Rs.07,00,000/- (Rupees Seven Lakh only).
- b. Mode of Payment towards Earnest Money Deposit (EMD) to be paid through Demand Draft/ Banker's cheque issue in the name of "National Film Development Corporation Ltd." payable at New Delhi valid for 6 months. MSME organizations will be exempted from EMD as per GOI Policy. For the exemption, the MSME Bidder will have to provide the MSME registration certificate.
- c. **Performance Bank Guarantee:** 3% of the contract value of a successful bid from a Nationalized Bank must be valid for 6 months from the completion of the contract period. The same should be submitted as per format.
- d. Subsequently, Bid has to be prepared and submitted physically as per the Bid Schedule as more particularly specified in Clause 6 of this RFP.
- e. The Bidder shall be required to submit the Technical and Financial bids physically on or before the "Last Date & time of submission of the bid" as mentioned in Clause 2 of this RFP and any submission received after the specified time and date will be summarily rejected.
- f. The Bidder shall include any additional costs, if at all in the Tender and the NFDC would in no way be liable for damages or extra payment regarding any unauthorised escalation in costs. The Bidder will submit only one proposal. If the Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- g. There can be elimination at the time of evaluation of the Technical bid, if the Bidder fails to meet the Eligibility Criteria, in which case the tender is liable to be rejected. The Bidder will have to be present personally or through an Authorised Representative (the authorization must be provided on the letter head of the Bidder) at the time of opening of technical bids and opening of financial bids at the date and time as mentioned in Clause 2 of this RFP. The bids will be opened in front of the bidders who will be present and will sign the same as acknowledgement of witnessing the opening.
- h. The selection of the BIDDER will be made on Quality cum Cost Based Selection Method (QCBS) and procedures as described in this tender.
- i. The Bids submitted must be submitted without any overwriting, interlineations, corrections, double typing, financial quotes to be consistent in all columns viz per item and total etc. and NFDC reserves the right to reject the bids submitted in contravention of the NFDC's terms.
- j. The Bidder must ensure that the Technical Bid does not contain any Commercial items/prices. The Bidder will be disqualified in case Commercial items/prices are mentioned in the Technical Bid submission by the Bidder in respect of the RFP
- k. If any Bidder does not qualify in Technical evaluation, the unsuccessful bidder/Bidder shall be refunded EMD amount without interest within 07 days of the award of contract to successful bidder.
- l. The Bidder will be required to submit the Technical bid and the Financial bid in two separate and sealed envelopes. The technical proposal sealed envelope shall be marked "Technical

Proposal” and include a detailed presentation on Agencies plan to address all the items listed in “Technical Proposal” and shall contain the Scope of Work as listed in Annexure I and all documents to supplement the eligibility requirements as per Part I of RFP. Financial Proposal sealed envelope shall be marked “Financial Proposal” and include the financial quotation for each item listed at Annexure II. Both the proposals should be put up in a bigger sealed envelope and marked as “Techno-Financial Bid” for Planning, Creation and Execution of India Pavilion at World Audio Visual & Entertainment Summit (WAVES) 2025 in New Delhi, India during 5th to 9th February 2025”. All three envelopes shall carry the name and address of the bidder in the lower left hand corner.

m. The Design flow, new/innovative methodology/medium and technologies to be used inside Bharat Pavilion is to present the various elements of WAVES/M&E sector in a surreal experience as per International standards and is to be provided in the presentation to be made by the Bidder. This is intended to assess the creative capabilities and domain skills of the Bidder and to provide NFDC with the best possible options at a reasonable cost. The Bidder must give an undertaking to the effect that all the designs presented belong to it and NFDC shall not be liable in any manner for copyright infringement.

n. In exceptional circumstances, at its discretion, NFDC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing by email.

o. The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non- responsive and be disqualified.

p. The Bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.

q. The Bid cover should carry the complete name and address of the Bidder, along with the telephone and e-mail address.

r. The Technical bid will be opened first and evaluated in accordance with the pre-qualification and evaluation criteria to shortlist qualifying bidders, as prescribed in the RFP document, by the Tender evaluation committee as approved by the Competent authority. After verification of documents, the qualified bidders will be called for their presentation for duration of 25-30 minutes each to present their proposals. Bidders presentation is to be restricted to the allotted time. The creatives, design flow and technology used/medium of presentation submitted by the Bidder will be evaluated by the constituted tender committee. Only such Bidder who qualifies technically by scoring minimum 70 marks and whose offer fully meets the requirements as envisaged in the RFP in terms of all items would be invited for financial bid opening.

s. The financial proposal would be examined by the Committee to ensure whether all items as envisaged in this RFP at the desired numbers have been covered. Leaving out any item or any shortcoming in the financial bid will result in disqualification of a bid.

t. The amount quoted by a bidder should be inclusive of all taxes and duties. The total amount quoted should cover all the requirements as per this tender document.

u. All the rates must be quoted in figures as well as in words, without any cutting or overwriting. In case of any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic.

v. Evaluation of Technical and Financial bids will be done as defined in Parts II & III of this RFP document. Work will be awarded to the eligible bidder as per the process defined in Parts I, II & III subject to approval of the competent authority of NFDC. Negotiations may be held with qualified and selected bidder. Under no circumstances, the financial negotiations shall result in an increase in the price originally quoted by the bidder. NFDC is at liberty to add or reduce any item on pro rata basis.

w. The Bids shall be valid for a period of 90 days from the date of submission of the Bids. A bid valid for a shorter period may be rejected as non-compliant. NFDC will endeavour to complete the award of the contract within the validity period. However, in case of unforeseen delays in the process, NFDC may request for an extension of the validity of the bid. In case a bidder decides not to extend the validity of his bid, his bid will not be considered for further process.

x. Rejection of Technical Bid

- i. In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:
1. Incomplete Bids that do not include all the items in the scope of services as indicated in the Bid- related documents, addendum (if any) and any subsequent information given to the Bidder;
 2. Information that is found to be incorrect/misleading at any stage during the tendering process;
 3. Inclusion of Financial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and non-fulfilment of the eligibility criteria, set out in Clause 10, by the Bidder.

y. Rejection of Commercial Bid

- i. In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:
1. Incomplete Bids that do not include for all the items in the scope of services as indicated in the Bid- related documents, addendum (if any) and any subsequent information given to the Bidder;
 2. Information that is found to be incorrect/misleading at any stage during the tendering process;
 3. Inclusion of Financial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and non-fulfilment of the eligibility criteria, set out in Clause 10, by the Bidder.

z. Other Reasons for Rejection of Bids

- i. In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:
1. Bids in which the Bidder seeks to influence the NFDC bid evaluation, bid comparison or contract award decisions.
 2. In view of two bid systems, NFDC may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway, without opening the commercial bid.
 3. By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
 4. Bids that are submitted later than the last date and time of the submission will be rejected.

aa. Correction of Errors

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by NFDC.

- ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- iii. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to NFDC under the Tender Document and/or otherwise, under, inter alia, the following conditions:
 - 1. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 17 of this Tender Document;
 - 2. If a Bidder withdraws its bid during period of bid validity as specified in this Tender Document or as extended by mutual consent of respective Bidder(s) and NFDC;
 - 3. In case the Successful Bidder, fails to furnish the performance security within the specified time limit.

09 BIDDERS' QUERIES AND RESPONSES THERETO

9.1 All enquiries from the Bidder's relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted on or before scheduled date and time mentioned in clause 2 in the following format:-

To, General Manager (WAVES) National Film Development Corporation Ltd Delhi email: ceo@wavesindia.org			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organisation submitting request		Name & position of person submitting request	Full formal address of organization including phone, the fax and email points of contact & contact details of local office as well
			Tel:
			Fax: Optional
			Email:
Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required

9.2 All enquiries should be sent to NFDC through email only. The NFDC shall not be responsible for ensuring that Bidders' enquiries have been received by them. NFDC shall endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, NFDC makes no representation or warranty as to the completeness or accuracy of any response, nor does NFDC undertake to answer all the queries that have been posed by the Bidders. All responses given by NFDC will be distributed to all the Bidders.

9.3 NFDC will host a virtual (or physical, if decided) Pre-Bid Conference, scheduled as per the details in Bid Schedule at Clause 2. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidders' queries, together with proposed solutions. NFDC shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre- bid conference.

9.4 NFDC shall issue responses to all of the bidders' written queries raised prior to the Pre-Bid Conference or at the Pre-Bid Conference, together with any other revised documents (if required) as per schedule/timelines in this RFP.

10 ELIGIBILITY CRITERIA

10.1 Each Bidder must fulfil the following qualification criteria (Documents supporting eligibility must be furnished as per clause 11 of this RFP):

10.1.1 Valid Incorporation/Registration: The Bidder must be validly incorporated and/or registered under relevant provisions of law and existing in India;

10.1.2 Turnover: The Bidder must have an average annual turnover of at least INR 50 Crores during any 3 (three) financial years out of last five financial years i.e. FY 2019-2020 to FY 2023-24.

10.1.3 Solvency: Bidder should be able to demonstrate ability to mobilise resources for the project apart from other projects that the Bidder may have already undertaken. Accordingly, Bidder is required to submit the Solvency Certificate of an amount of INR 25 Crs from a Nationalized / Scheduled Bank. The Certificate should have been issued within 06 months of the due date of submission of tender.

10.3 Technical abilities: The Bidder must have executed an event as a Creative Management Agency (CMA)/ Event Management Agency (EMA) / executed an India pavilion for a Government department at a Global Trade show of min 2000sqmtrs/PSU, having value above 5 Cr for one related project/event, in the last 3 financial years

10.3.1 The Bidder should have been in the business of Creative / Event management for more than 5 years as on date of submission of the bid

10.3.2. The Bidder should have minimum of 50 personnel on their rolls to successfully execute the contract with inhouse capabilities to Design, Create and Execute such projects. Bidder must mandatorily submit proof that at least 20 members are on the Creative Team with their years of experience.

11 DOCUMENTS TO BE SUBMITTED ALONG WITH BID**11.1 Pre-Qualification Documents**

- 11.1.1 Certificate of Registration / Incorporation in India been incorporated for 07 or more years.
- 11.1.2 A certificate issued by a chartered accountant that the Bidder has an average annual turnover of at least INR 50 Crores during any 3 (three) financial years between FY 2019-2020 to FY 2023-24.
- 11.1.3 Bidder should submit a Solvency Certificate of an amount of Rs 25 Crs from a Nationalized/ Scheduled Bank. The Certificate should have been issued within 06 months of the due date of submission of tender.
- 11.1.4 Documents (Work orders / Agreement / Contracts / Work completion certificate from client or independent CA, containing value of contract awarded) to establish that the Bidder has executed an event as a Creative Management Agency (CMA)/ Event Management Agency (EMA)/ executed an India pavilion for a Government department at a Global Trade show of min 2000 sqmtrs/ PSU, having value above 05 Cr, in the last 3 financial year
- 11.1.5 Work orders / Agreement / Contracts / Work completion certificate, to establish that the Bidder has been in the business of Creative/ Event Management/similar nature of works for more than 05 years as on the date of bid submission
- 11.1.6 Certificate from the HR of the company to show that the Bidder has a minimum of 50 personnel on their payrolls and minimum 20 personnel on their Creative Team with the years of experience.
- 11.1.7 A true copy of an appropriately notarized power of attorney or a certified true copy of a duly executed board resolution, in each case authorising the relevant representative to sign all relevant documents asked in this RFP on behalf of the Bidder.
- 11.1.8 Documents for Income Tax PAN and GST Registration.
- 11.1.9 Undertaking in format annexed at Annexure III.

11.2 Technical Bid Documents

- 11.2.1 Documents and a write-up to establish the experience and capability of the Bidder in Creative Management/Event Management of events in India;

11.3 EARNEST MONEY DEPOSIT

- 11.3.1 Bidder shall submit details of EMD deposited as per details given in Clause 9.2 of this RFP. In case the bidder claims exemption from submission of EMD, proof of status of company under which exemption is sought has to be enclosed along with the Technical Proposal.
- 11.3.2 Bidders shall submit, along with their Bids, an undertaking as per Annexure IV- (Bid Security declaration). Any bid submitted without Bid Security Declaration as per Annexure IV will be summarily rejected.

12 SCOPE OF WORK:

Partnering with NFDC for the Planning, Creation and Execution of India Pavilion at the World Audio Visual & Entertainment Summit (WAVES) 2025 in Delhi, India from 5th to 9th February 2025. The detailed scope of work is given in Annexure 1.

13 SELECTION PROCESS:

The Technical bid will be opened first and evaluated as per the rules. After verification of documents, the eligible BIDDER will be called for a presentation for a duration of 25-30 minutes each to present their proposals. The proposal submitted by the BIDDER will be evaluated by the constituted tender committee. Appropriate weightage only as per scheme indicated at Part II of this RFP would be taken into account while arriving at a decision for shortlisting the BIDDER for financial bid opening. Only such BIDDER, which qualifies technically, would be invited for financial bid opening.

The Financial proposal would first be examined by the Committee to ensure whether all items as envisaged in this RFP at the desired numbers have been covered. Any shortcoming on this aspect will result in disqualification of a bid. Marks would be given for the components as per weightage listed at Part III of the RFP.

Only such BIDDER which qualifies technically by scoring minimum 70 marks and whose offer fully meets the requirements as envisaged in the RFP, would be invited for financial bid opening.

Eligibility Declarations:

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby declare as understand shall provide evidence of our continued eligibility to WAVES 2025, New Delhi as may be requested:

1) Legal Entity of Bidder:

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a)** are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended, under NCLT and are not the subject of legal proceedings for any of these reasons;
- b)** including our Contractors/ subcontractors for any part of the contract:
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offenses mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - iii. Companies of the related party/family of the directors are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended, not under NCLT and are not the subject of legal proceedings for any of these reasons;
- c)** We certify that we fulfill any other additional eligibility condition if prescribed in the Tender Document.
- d)** We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

13.1 All the rates must be quoted in INR figures as well as in words, without any cutting or overwriting. In case of any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered as final and authentic.

13.2 The bids will be opened in front of AGENCIES who will be present at the time of bid opening as given in the Schedule of Submission of RFP.

13.3 Evaluation of technical and financial bids will be done as defined in parts II & III of the RFP document. Contract will be awarded to the eligible BIDDER as per the process defined in parts I, II & III, subject to approval of the competent authority. Negotiations may be held with qualified and selected BIDDER. Under no circumstances, the financial negotiations shall result in an increase in the price originally quoted by the BIDDER. NFDC is at liberty to reduce or add any item on a pro rata basis.

13.4 A contract will be executed between NFDC and the selected BIDDER as per the format defined by NFDC. The BIDDER shall not claim any extension in contract as a matter of right.

14 PERFORMANCE GUARANTEE

The selected BIDDER will be required to submit a Performance Guarantee of 3% of the total value of the contract, prior to signing of the contract and which shall be valid for 6 (six) months beyond the expiry of the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next eligible BIDDER and the EMD shall be forfeited.

15 LIQUIDATED DAMAGES

In the event of any default by the successful BIDDER's in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, NFDC shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of NFDC, in which case the extra expenditure involved, will be recovered from the successful BIDDER. In the alternative, successful BIDDER shall be liable to pay liquidated damages subject to a maximum of 5% of the total contract value as an agreed pre-estimate of the damage suffered.

16 PAYMENT TERMS

The following milestone will be followed for the payment:

16.1 50% of the contract value shall be paid on signing of the contract/agreement by the Bidder and NFDC.

16.2 30% of the contract value shall be paid against submission of design and concept and approval of the same by NDFC.

16.3 The Balance 20% shall be paid on successful completion of the event.

16.4 All the above instalments will be paid subject to the criteria mentioned and receipt of funds from the Ministry of Information & Broadcasting.

17 GENERAL CONDITIONS OF CONTRACT

17.1 The general conditions of contract, set out in this Clause 16, shall be incorporated in the Agreement and shall apply to the extent that the provisions in other parts of the RFP do not supersede them.

General Provisions:

17.2 Relationship between the parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between NFDC and the Bidder. The Bidder, subject to the provisions of the RFP or the Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.

17.3 Headings: Headings shall not limit, alter or affect the meaning of this RFP.

17.4 Notices: Any notice, request or consent required or permitted to be given or made pursuant to this RFP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered post or facsimile or email transmission to such party at the address, facsimile number or email address specified. A party may change its details for notice hereunder by giving the other party 7 (seven) days' prior written notice of such change.

17.5 Location: The services shall be performed at Bharat Mandapam at such locations as are determined in accordance with the terms of this RFP or the Agreement.

17.6 Authorised representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by NFDC or the Bidder may be taken or executed by the authorised representatives of each party.

17.7 Taxes and Duties: The Bidder shall be liable to bear any direct and indirect taxes, including GST, as applicable, duties, fees, cess, surcharge, levies and other impositions levied under Applicable Law, save that each party shall be liable to bear its own income taxes and all payments shall be subject to tax (including goods and service tax, as applicable) to be deducted at source.

17.8 Measures to be taken by NFDC: It is NFDC's policy to require that NFDC as well as the Bidders and all its members observe the highest standard of ethics during the execution of the Agreement. In pursuance of this policy, NFDC, defines, for the purpose of this provision, the terms set forth below as follows:

17.8.1 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

17.8.2 NFDC may terminate the arrangement if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract/ Agreement.

17.8.3 NFDC may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if NFDC, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any NFDC financed contract or Event. Also, penalty such as debarment in participation of future NFDC tenders for a limited period or forfeiture Performance Security shall be imposed on the Bidder as well.

17.8.4 Commencement, Completion, Modification or Termination of the Agreement:

17.8.5 Effectiveness of the Agreement: The awarded contract shall come into force and effect on the date of execution of the Agreement.

17.8.6 Commencement of Services: The Bidder shall begin carrying out the services in terms of the Agreement.

17.8.7 Entire Agreement: The RFP and the Agreement contain all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein or in the Agreement.

17.8.8 Modifications or Variations: Any modification or variation of the terms and conditions of the Agreement, including any modification or variation of the scope of the services, may only be made in writing by mutual agreement between the Bidder and NFDC.

17.9 Force Majeure:

17.9.1 Definition:

17.9.1.1 For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of NFDC or the Government of India or the Bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of NFDC or the Bidder claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes NFDC's or the Bidder'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, pandemics, epidemics, lockdown, quarantine or other extreme adverse Weather conditions, strikes, lockouts or other industrial action (except where NFDC or the Bidder has the power to Prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.

17.9.1.2 Force Majeure shall not include: (a) any Event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

17.9.1.3 Measures to be Taken:

17.9.1.3.1 Any person affected by an Event of Force Majeure shall continue to perform its obligations under the Agreement as far as reasonably practicable, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

17.9.1.3.2 If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 3 (three) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a party is required to, pursuant to the Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of an event of Force Majeure.

19.9.1.3.1 During the period of their inability to perform the obligations as a result of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the extent possible, in which case the affected party shall continue to be paid proportionately and on a pro rata basis, under the terms of the Agreement.

19.9.1.3.2 In the case of any dispute between the parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 16.10.

17.10 Suspensions: Each party may, by written notice of suspension to the other party, suspend all performance of its obligations under the Agreement, if such other party fails to perform any of its obligations under the Agreement, provided that such notice of suspension:

(a) shall specify the nature of the failure; and (b) shall allow the other party to remedy such failure, if capable of being remedied, within a period not exceeding 30 (thirty) days after receipt of such notice of suspension.

17.11 Delay of contract:

17.11.1.1 In the event If the Bidder is prevented from performance under this contract for a period of 30 days or more, due to reasons attributable to NFDC conveyed through written communication or due to circumstances beyond the control of the Bidder (Force Majeure) or due to imposition of sanctions by Government Authorities due to Pandemic /Epidemic, then the Bidder may elect to terminate the contract in part or full by issuing a written notice to NFDC.

17.12 Termination: NFDC may terminate the Agreement by serving written notice:

- if the Bidder is in breach of any of the terms and conditions of the Tender documents including Agreement and fails to remedy a breach in the performance of its obligations under the Agreement within 3 (three) days of receipt of such notice or within such further period as the NFDC may have subsequently approved in writing;
- if the Bidder becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Agreement;
- if the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16.10.2;
- if the Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Agreement;
- if the Bidder submits to NFDC a false statement which has a material effect on the rights, obligations or interests of NFDC; or
- Each Party has a right to terminate the Agreement upon occurrence of an Event of Force Majeure;

17.9.2 Cessation of Rights and Obligations:

17.9.2.1 Upon the termination of the Agreement or upon expiration of the Agreement, all rights and obligations of the parties hereunder shall cease, except:

17.9.2.2 such rights and obligations as may have accrued on the date of termination or expiration;

17.9.2.3 obligation of confidentiality set forth in relation to the parties;

17.9.2.4 any right which a party may have under Applicable Law. Further any advance paid by the Bidder, prior to termination by the Bidder in accordance with Clause

17.9.2.5 above, will be immediately refunded to the Bidder.

17.9.2.6 Cessation of Services: Upon termination of the Agreement by either party, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect to documents prepared by the Bidder and equipment and materials furnished by NFDC, the Bidder Shall proceed as instructed by NFDC.

17.9.3 Payment upon Termination / Suspension: Upon termination of the Agreement for any reason whatsoever, each party shall pay to the other any unpaid or accrued dues (including any advances received by it), even if this termination / suspension has occurred before the commencement of the event. This is specifically so as this work is for Creative Management which starts well in advance of the event.

17.9.4 Disputes about Events of Termination: If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 16.10.2, Obligations of the Bidder:

17.9.5 Standard of Performance: The Bidder shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with the best accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology.

17.9.6 Reporting Obligations: The Bidder shall submit to NFDC the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein. Final reports shall be delivered in hard copies specified thereof.

17.9.7 Insurance taken out by the Bidder: The Bidder shall take out and maintain adequate insurance, at its own cost, covering its risk under the Agreement

17.13 Assistance by NFDC: NFDC shall use its best efforts to:

17.13.1.1 provide the Bidder with work permits and such other documents as may be necessary to enable the Bidder to perform the services;

17.13.1.2 issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and

17.13.1.3 provide to the Bidder any other assistance required for the provision of the services.

17.14 Fairness and Good Faith:

17.14.1 Good Faith: The parties undertake to act in good faith with respect to each other's rights under the arrangement and to adopt all reasonable measures to ensure the realisation of the objectives of the arrangement.

17.14.2 Operation of the Agreement: The parties recognize that it is impractical for the RFP or the Agreement to provide for every contingency which may arise during the Term, and the parties hereby agree that it is their intention that the RFP and the Agreement shall operate fairly as between them, and without detriment to the interest of either party.

17.15 Settlement of Disputes:

17.15.1 Amicable Settlement: In the event a dispute arises between the parties in relation to any matter under the RFP or the Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy- two) hours of receipt, failing which and if the dispute cannot be amicably settled within the aforementioned time period, the parties shall

proceed to arbitration under Clause 16.10.2 below. –

17.15.2 Arbitration:

17.15.2.1 In the case of a dispute arising in connection with the Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 16.10.1, either party may refer the dispute for arbitration under the (Indian) Arbitration and Conciliation Act 1996 as amended. Such dispute shall be referred to the sole arbitrator to be appointed at the sole discretion of the MD, NFDC upon taking into consideration the suggestions provided by both, the NFDC and the Bidder.

17.15.2.2 The seat of the arbitration shall be in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

17.15.2.3 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration, as determined by the arbitrators, shall be borne equally by NFDC and the Bidder. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Intellectual Property Rights: All right, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a party (“Intellectual Property”), whether or not registered or registrable, patented or patentable, shall be held and owned solely by such party. The Bidder shall mark all NFDC’s IP with NFDC’s copyright. In the event that the Bidder should otherwise, including by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any IP of NFDC, the Bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to NFDC, without further consideration, NFDC’s entire right, title and interest in and to each and every such IP of NFDC. The Bidder hereby waives any so-called “droit moral” rights, “moral rights of authors” and all other similar rights the Bidder may have in any IP of NFDC, however denominated, throughout the world.

Notwithstanding anything as contained in the RFP/Agreement, all Intellectual Property Rights shall for all purposes stand vested in NFDC.

17.17 Non-collusive Binding Certification:

17.17.1 By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

17.17.1.1 the amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;

17.17.1.2 unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and

17.17.1.3 no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

17.17.1.4 A Bid shall not be considered for award nor shall any award be made where Clauses of this RFP have not been complied with; provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.

17.18 Conflict of interests - The bidder should hold NFDC interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reason the bidder shall promptly disclose the same to NFDC and seek its instructions.

17.19 Liquidation Charges - The Bidder must strictly comply with all terms and conditions prescribed herein. In the event of default to comply with or perform or commit breach of any terms, conditions, obligation, undertaking, representation or warranty under this Agreement, in the case of:

17.19.1 Default in provision of Services: The Bidder shall be held liable for penalty (liquidation damage) which shall not exceed [10] % of the total value of the Contract bid. In the event of Bidder's default in adhering to the agreed time frame / scheduled scope of services as detailed in this Contract, the Bidder shall be liable to pay 1% of the total cost of the Services for delay of each day or part thereof subject to a maximum of 10% of the total contract value.

17.20 Miscellaneous :

17.20.1 There should be no action or proceedings which have been initiated, against the bidder, under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy and/or the bidder should not have been black listed in the last 5 years by any Central Government or State Government body for any violations of the Code of Integrity or been convicted of an offence under the prevention of Corruption act, 1988

17.20.2 The failure at any time of the Bidder or NFDC to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

17.20.3 The Bidder shall notify NFDC of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the Agreement or the RFP.

Each party shall, at all times, indemnify and keep indemnified the other party, against all claims/damages/cost/penalties/third party claims of whatsoever nature including for any infringement of any intellectual property rights by it of the other party.

17.20.5 Each party ("Indemnifying Party") shall, at all times, indemnify and keep indemnified the other party ("Indemnified Party"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.

17.20.6 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.

17.20.7 All indemnity claims shall survive the termination or expiry of the Term.

17.20.8 The Bidder shall be liable for compliance of all applicable laws / rules / regulations while performing its obligations under the RFP/ Agreement and shall keep NFDC indemnified in this regard.

18 DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT

18.13 NFDC will notify the successful Bidder in writing by registered post or by email transmission that its Bid has been accepted. NFDC will also send to the successful Bidder, a draft of the Agreement, along with the aforementioned notification. The successful Bidder and NFDC shall discuss and enter into a mutually agreeable final written form of the Agreement and each part shall retain one original of the signed Agreement. It is clarified that the Agreement will incorporate the provisions, intent and principles of the RFP and the Bid submitted by the successful Bidder.

18.14 The failure of the successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which NFDC may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals. Further, since the Agreement only consists of provisions of RFP and Bid and then also the successful bidder fails to sign the agreement then his bid will be cancelled and penal provisions as stated in EMD declaration shall be applicable.

18.15 **Term of the Agreement:** The Agreement shall commence on the date of its execution and shall be valid and subsisting during the Term.

PART II

TECHNICAL BID PROPOSAL

A. The Technical proposal should clearly demonstrate the BIDDER's understanding of the requirements for Planning, Creation and Execution of Bharat Pavilion at the World Audio Visual & Entertainment Summit (WAVES) 2025 in Delhi, India during 5th to 9th February 2025 on behalf of NFDC and the Proposal should include the following information:

- 1.** Prior experience of the BIDDER in event/creative management during the last five years (as per Annexure VIII)
 - 2.** Average Annual turnover for any three years out of the last 5 financial years i.e FY 2019-20 to FY2023- 24 should be above INR 50 crore. Audited P&L statement should be enclosed as proof. In case audit of the financial statements for FY2023-24 is not completed yet, certificate from CA for turnover for FY2023- 24 is to be submitted.
 - 3.** Solvency Certificate of Rs 25 Cr.
 - 4.** Certificate of Incorporation, Memorandum of Association, Article of Association / Partnership Deed, as per the applicable case, should be submitted by the Bidder.
 - 5.** Creative Presentation showing capability of the Bidder to execute the "Assignment" successfully in accordance with the scope of work.
 - 6.** The Bidder must submit a copy of Income Tax Return for the last 03 Assessment Years.
 - 7.** The Bidder must submit a duly certified copy of PAN Card and GST Registration Certificate.
 - 8.** The Bidder shall submit permanent Team Strength of minimum of 50 personnel & Experience with Key Personnel having more than 5 yrs experience in related works/projects as per format given in Annexure - V
- B.** All the information shall be submitted in hard copy along with a soft copy in a pen drive. In case of a discrepancy in hard copy and pen drive, the provisions made in hard copy shall prevail.

C. An undertaking that the Bidder has neither been blacklisted nor faced legal action by any Central Govt / State Govt / PSU's by whatsoever means and/or defaulter of any repayment of loan/deposits etc from any financial institutions./Bidder/ies, as per the format given in Annexure- VI

Only bidders whose proposals comply in full to the requirements of the RFP will be eligible for further Technical Evaluation

EVALUATION OF TECHNICAL PROPOSAL

1. The Evaluation Committee would evaluate the Technical proposal on the basis of the information submitted and using the evaluation criteria and point system specified in these terms & conditions. The technical bid will carry a total of 100 marks that will be subdivided in respect of each of the specified parameters as detailed below:

S.No.	Evaluation Criteria	Marking Scheme	Max. Marks
A	Average Annual turnover during any 3 (three) financial years between FY 2019- 2020 to FY 2023-24. Document required : CA Certificate	Rs. 50 Cr to 75 Cr : 5 Marks Rs. 76-100 Cr : 10 Marks More than Rs. 100 Cr. : 15 Marks	15
B	Number of personnel on the rolls of the company. Bidder is to submit proof that at least 20 members are on the Creative Team. Document required : Certificate from HR	<ul style="list-style-type: none"> ● Minimum 50 personnel: 5 marks ● 51-100 Personnel : 10 marks ● 100 or more personnel : 15 marks 	15
C	Bidder should have executed India Pavilion and/or Innovation pavilion of size greater than 2000 sqm as a Creative Management Agency (CMA)/ Event Management Agency (EMA) at an event for a Government department /PSU, in the last 3 financial years, where execution of India Pavilion includes Conceptualization, Finalization of theme and focus areas Designing (2D & 3D), Data Management, Layout Planning, Movement Plan, Plan and Suggest Technology Integration, Show Management/Show running, Coordination with stakeholders, Identification and Understanding of products to be showcased, Video/Content creation, Photography/ Videography Document required: Work Orders/Agreement (mandatorily on the name of the Bidder) AND Completion Certificates from Client or independent Chartered Accountant showing that the defined scope was covered. Layout of the India Pavilion executed may be provided.	2000 -2499 sqm : 05 Marks 2500 – 3000 sqm : 10 Marks More than 3000sqm : 15 marks	15
D	Bidder should have curated, designed, executed a flagship summit for Fortune 500 companies in the M&E/Tech sector for Exhibition, Product Display, Demonstration and Visibility for a Global audience in the last three Financial years with entertainment inbuilt into the design flow Documents required: Work Orders/Agreement (mandatorily on the name of the Bidder) AND Completion Certificates from Client or independent	1-2 events – 5 marks 3-5 events – 10 marks More than 5 events – 15 marks	15

	Chartered Accountant showing that the defined scope was covered		
E	Presentation Understanding the assignment, conceptualization and methodology	a) Understanding the assignment including context/objectives b) Detailed approach and methodology c) Ideation, Conceptualization, Creativity of designs and execution plan including launch d) Infrastructure plan / layout	40
Total Marks			100

Bids securing 70 percent or more will qualify for financial evaluation

Note: In case the Bidder fails to submit documentary proof in respect of the above, the Bidder will not be allotted proportionate marks in respect of the unavailable documentary proof for those particular item/ criteria.

2. The BIDDER will have to make a presentation of the Technical Proposal before the Selection Committee constituted by NFDC/WAVES. The criteria will be analysed and judged by the Selection Committee so constituted. The Selection Committee will take into consideration the Creative & Technical content of the presentation, and the proposal put forth by the BIDDER. The content for the sessions and the events will however be subject to finalization by the Selection Committee/ END Client only.
3. The BIDDER will have to submit a soft copy of each item, wherever applicable, as per the applicable Annexures of this RFP. In case of non-submission of soft copies of the creative(s) by the BIDDER, proportionate marks for that component will not be allotted.
4. The BIDDER shall make a presentation of duration of not more than 25-30 minutes before the Selection Committee for better appreciation of the plan for execution, support etc. proposed by them.
5. Only BIDDERS who score a minimum of 70 marks in the Technical evaluation and presentation will be eligible for the opening of their Financial Bids.
6. The presentation shall cover in sufficient detail the appreciation of the BIDDER of the Assignment as mentioned in the Scope of Work and RFP Schedule i.e. Thematic understanding, quality of visual appeal, overall project management capabilities, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the BIDDER regarding their understanding and preparations for the event and Bharat Pavilion including innovation/Start-up zone and Marketplace hub thereof. The delivery plans submitted by the BIDDER if required alteration, addition, deletion as per END CLIENT's requirement must be carried out by the BIDDER as directed by NFDC at any point and no extra payment will be charged.

PART III

FINANCIAL BID PROPOSAL

- 1.** Financial bids of only those AGENCIES will be opened who have secured a minimum of 70 marks in the Technical Evaluation and presentation. The Financial bids must be firm and fixed and should be valid for at least 6 (six) months from the date of submission of offer.
- 2.** In preparing the financial bid, the BIDDER shall take into account the requirements of the project and its elements, manpower required, all administrative charges, travel, etc. as per the scope of work detailed at Annexure I.
- 3.** The costing submitted by the BIDDER shall be the upper limit of the expenditure. It shall be up to the BIDDER to anticipate and work out the various costing under the given sub-heads. The descriptive items listed against each scope of work are only indicative, and it shall be the duty of the BIDDER to visualize and anticipate the extra requirements, if any. All expenditure pertaining to subsequent meetings for the project viz. Air fare, transportation, Accommodation & Incidental costs, etc. are to be borne by the BIDDER. No Additional Cost shall be entertained apart from the cost quoted by the BIDDER in the financial bid. The BIDDER shall quote the corresponding cost accordingly, as laid down in Annexure II. Any subsequent increase or escalation of costs shall have to be borne by the BIDDER unless the same has been requested and authorized by NFDC in writing.
- 4.** The BIDDER shall submit the detailed cost of each item as per Annexure II. The BIDDER will have to ensure that the cost details are submitted only in the format finalized by the NFDC, failing which the financial tenders submitted by it are liable not to be considered without assigning any reasons thereof.
- 5.** The Financial bids will be opened by the Selection Committee in respect of only those AGENCIES whose proposals are shortlisted after Technical Evaluation and Presentation. The Committee so constituted for this purpose will decide the eligible BIDDER as per the evaluation procedure listed in Part II and III. NFDC is at liberty to reduce or increase any item on *pro rata* basis.

Evaluation of Financial Proposal:

In the second stage, the Financial Evaluation will be carried out as per this clause. The Financial Proposal will be assigned a financial score (FS).

For Financial Evaluation, the total cost (including all taxes) indicated in the Financial Proposal for all of the services will be considered.

The Selection Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each service. Omissions, if any, in costing any item, shall not entitle the BIDDER to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the selected BIDDER. The Proposal will be given a Total Technical (T) and Financial (F) score (FS) 100 points.

The H1 scores will be computed as follows:

Combined Technical and Financial Evaluation and Final Evaluation:

Proposals will finally be ranked according to their combined Technical Score (TS) and Financial Score (FS) as follows:

Score = Technical Score x Technical Weightage (.70) + Financial Score x Financial Weightage (.30)

The combined scores of the BIDDER will be added to arrive at the final score. The Selected BIDDER shall be the one having the highest Final Score and will be considered for acceptance. The Second Ranked BIDDER shall be kept in reserve and may be invited for negotiations in case the first ranked BIDDER withdraws, or fails to comply with the requirements specified in the RFP documents:-

(i) Technical Evaluation marks obtained shall be evaluated with the allotted weightage of 70% and ranked as T1, T2, T3, T4 etc.,

(ii) Price quoted by the Agencies shall be evaluated with the allotted weightage of 30% and ranked as P1, P2, P3, P4 etc.,

(iii) The bid obtaining the highest total combined score will be ranked as H-1 followed by the other bids securing lesser marks as H-2, H-3 etc., The bidder securing the highest combined marks and ranked as H-1 will be called for negotiations if required and shall be recommended for award of contract.

(iv) The financial scores will be computed as follows:

A. FS= 100 X LFP/FP

B. (FS= Financial Score)

C. (LFP = Amount of Lowest Financial Proposal)

D. (FP= Amount of Financial Proposal quoted by the BIDDER)

Example

Technical bid evaluation for 70% weightage shall be as under:					
Sl. No	Bidder	Technically Evaluated Marks	Assessment with 70% weightage	Value with 70% weightage	Ranking
1	X	61	61×0.7	42.7	T4
2	Y	64	64×0.7	44.8	T3
3	Z	80	80×0.7	56	T1
4	P	70	70×0.7	49	T2
Financial bid evaluation for 30% weightage shall be as under:					
Sl. No	Bidder	Assumed Quoted value	Assessment with 30% weightage	Value with 40% weightage	Ranking
1	X	4800000	$\frac{56}{48} \times 100 \times 0.3$	35.00	P1
2	Y	5800000	$\frac{56}{58} \times 100 \times 0.3$	28.96	P2
3	Z	6700000	$\frac{56}{67} \times 100 \times 0.3$	25.07	P4
4	P	7000000	$\frac{56}{70} \times 100 \times 0.3$	24.00	P3
Selection of the H-1 Bidder shall be as under:					
Sl. No	Bidder	Technical assessment score	Financial standing score	Combined Score	Ranking
1	X	42.7	35.00	77.7	H-2
2	Y	44.8	28.96	73.76	H-3
3	Z	56	25.07	81.07	H-1
4	P	49	24.00	73	H-4

ANNEXURE I

Scope of Work

The BIDDER will be responsible for the designing, fabrication, and content development for the Bharat Pavilion including Innovation/Start-up zone and Marketplace at the World Audio Visual & Entertainment Summit (WAVES) 2025. The event is planned as a 5 day event at Delhi, India from 5th to 9th February 2025 and will include Conferences, Business events, Exhibitions, Seminars, Masterclasses, Webinars, Subevents, A media and content marketplace, Skills and talent showcases, Cultural events

The Scope of work for the BIDDER is given below:

- Understanding the assignment including context/objectives
- Propose Detailed approach and methodology for Bharat Pavilion including Innovation/Start-up zone and Marketplace
- Ideation, Conceptualization and execution plan including launch
- Finalization of theme and focus areas
- Designing (2D & 3D),
- Data Management,
- Infrastructure / Layout Planning,
- VIP Movement Plan,
- Erection of temporary structures within the Bharat Pavilion
- Fabrication/Production
- Branding, Signage and Printing
- Design and Printing of Bharat Pavilion Brochures, Coffee Table Books
- Planning and execution of Technicals (Sound, Light, Video, Truss)
- Plan and arrange for Power requirement
- Technology Integration for key product showcase,
- Show Management/Show running,
- Coordination with stakeholders,
- Identification and Understanding of products to be showcased,
- Video making at DAVP/CBC rates
- Content creation including animation, holographic projection, presentation in Anamorphic form
- Photography/ Videography including time-lapse, daily video and post event video
- Resource and Manpower planning and provision
- Accreditation and pass management for team
- Any other requirements deemed essential
- Providing electrical fittings in the pavilion / and inside all booths of co- exhibitors, as well and daily cleaning of the pavilion during the course of the exhibition.
- Construction of the pavilion at site well in time, maintenance and cleanliness activities, during the event and dismantling of the pavilion after the event.

ANNEXURE -II
Financial Bid

S. No	Item Description	Amount in INR
1	Ideation, Conceptualization, Design and execution plan including launch	
2	Designing (2D & 3D)	
3	Data Management - Identification and Understanding of products to be showcased in coordination with stakeholders	
4	Infrastructure / Layout Planning	
5	Concept for Inauguration of Bharat Pavilion including VIP movement plan	
6	Fabrication/Production of structures related to the Bharat pavilion at Bharat Mandapam	
7	Branding, Signage and Printing including Bharat Pavilion Brochures, Coffee Table Book etc	
8	Planning and execution of Technicals (Sound, Light, Video, Truss)	
9	Plan and arrange for additional Power requirement	
10	Technology Integration for key product showcase	
11	Innovation/Start-up Zone	
12	Show Management/Show running	
13	Content creation including animation	
14	Photography/ Videography including time-lapse, daily video and post event video	
15	Resource and Manpower planning and provision	
16	Video making	As per DAVP/CBC rates
17	Accreditation and pass management	
18	Other/ Miscellaneous	
	Total (exclusive of GST)	
	GST @ ____%	
	Grand Total (Inclusive of GST)	
Optional items that could be included at WAVES (not considered in Price Bid)		
19	Presentation in Anamorphic Form – Concept, Production and Execution for 05 days	
20	Drone Show with 5000+ drones for 02 shows	
21	Use of innovative technologies such as holographic life forms	

ANNEXURE III

FORM OF UNDERTAKING

Date: _____

RFP No. _____

To,

General Manager (WAVES)

National Film Development Corporation Limited

**Room no: 401, 4th Floor, Soचना Bhavan, Phase 1, C.G.O Complex, Lodhi Road,
New Delhi 110003**

I/WE *<insert name>* of *<insert business address>* hereby submit our Bid in response to the Request for Proposal (RFP) for engagement of Agency for Planning, Creation and Execution of the Bharat Pavilion at the World Audio Visual & Entertainment Summit (WAVES) 2025 at Delhi, India from 5th to 9th February 2025

I/We understand that we will be reasonably required to perform in accordance with our Bid, the RFP requirements and the Agreement to be signed by us.

I/We understand that NFDC reserves the right to accept / reject any application and the selection is at the sole discretion of NFDC.

Signature:

Name (in full):

Name of Organisation: Title:

Date:

ANNEXURE IV**BID SECURITY DECLARATION FORM**

Date: _____

RFP No. _____

To,
 General Manager (WAVES)
 National Film Development Corporation Limited Room no: 401, 4th Floor, Soochna Bhavan, Phase 1, C.G.O
 Complex, Lodhi Road, New Delhi 110003

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a)** withdraw/modify/amend the submitted bid against this tender, impair or derogate from the tender, during the period of bid validity specified in this tender.; or
- b)** having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i)** fail or refuse to execute the contract, or
 - (ii)** fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i)** the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii)** thirty days after the expiration of the validity of my/our Bid.

Signature:

Name (in full):

Name of Organisation: Title:

Date:

ANNEXURE V

To whomsoever it may concern

This is to certify that..... (BIDDER Name)
having its registered office at..... (Address) have
sufficient technical and supervisory staff on permanent rolls to cater to events organized by NFDC. The List of Key
Experienced Staff is given below:

Name	Qualification	Experience

Signature:
Name (in full):
Name of Organisation: Title:

Date:

ANNEXURE VI

To whomsoever it may concern

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended, under NCLT and are not the subject of legal proceedings for any of these reasons;
- b) including our Contractors/ subcontractors for any part of the contract):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offenses mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - iii. Companies of the related party/family of the directors are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended, not under NCLT and are not the subject of legal proceedings for any of these reasons;
- c) We certify that we fulfill any other additional eligibility condition as prescribed in the Tender Document.
- d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

I/We hereby certify that the <<<<bidder's name>>>> :

- (i) is not from such a country or
 - (ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this RFP. [Evidence of valid registration by the Competent Authority attached.]
- I hereby certify that <<<<<bidder name>>>> fulfills all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)} Sign and Seal of the Authorized Signatory.

Signature:

Name (in full):

Name of Organisation: Title:

Date:

ANNEXURE VII**TURNOVER CERTIFICATE**

Average Annual Turnover from BIDDER:

S. N.	Financial Year	Financial Turnover in INR.***
1		
2		
3		
Average Annual Turnover of any 3 FY between FY2019-20 to FY2023-24 <i>(05 years period is being provided to cater to the COVID-19 period and option is available for the Bidder to submit any of the three Annual turnovers within the period of five years meeting the Criteria)</i>		

***To be supported by Certificate issued by a practising Chartered Accountant.

Signature:

Name (in full):

Name of

Organization: Title:

Date:

ANNEXURE - VIII**DETAILS OF WORK EXPERIENCE**

Experience (see clauses of Eligibility criteria and Evaluation criteria) *

Sr. No.	Name of work/ Project, State/ National Event and location	Owner or sponsoring organization	Cost of work (in INR Crores)	Event Dates
1	2	3	4	5

Certified that the above list of work is duly completed and no work has been left out and that the information given is correct to my knowledge and belief.

*Relevant work orders / POs / Contracts / Agreements for each of the listed works in the above table to be enclosed.

Signature:

Name (in full):

Name of Organization: Title:

Date