

REQUEST FOR PROPOSAL FOR ORGANIZING THE 'GREEN HAAT' EXHIBITION

At the

Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi – 110003

Ministry of Environment, Forest & Climate Change (MoEF&CC) intends to organize an exhibition which would include stalls promoting green / organic products, environment friendly technology, encourage use of local and seasonal products, endorse reuse and recycle of scarce resources, etc. A mix of stalls which disseminate information on environment and forest issues, sell suitable products and a good proportion of food stalls would also be included. A bio-digestive and bio-toilet has also been desired to be installed. There should not be any use of plastic or non-biodegradable products.

In the above context, National Museum of Natural History (NMNH) on behalf of the MoEF&CC invites a comprehensive proposal inclusive of Technical & Financial bids in separate sealed covers, put together in another sealed cover from reputed and experienced agencies/ organizations for providing the following services:

- i. To identify the relevant groups, products and services from across the country as in Para 1 above.
- ii. To coordinate with State Forest Corporations/Federations and NGOs, Community groups & other stakeholders for putting up their stalls in Green Haat.
- iii. To fabricate and put up 40 to 50 stalls for three days from 24 to 26, April, 2017 at the Indira Paryavaran Bhawan, in consultation with NMNH / MoEF&CC officials.
- iv. To make arrangements for stay and local transportation of the participating organizations.
- v. To arrange videography and photography.
- vi. To print and issue invitation cards in consultation with NMNH / MoEF&CC.
- vii. To design the advertisement to be issued in newspapers for wider publicity.
- viii. As per Section II (Terms of References) of the tender documents.

The interested agency/ organization must provide information indicating their qualification to perform these services (brochure, description of experience on similar assignments and availability of proper skills and capacity). The agency/ organization must fulfill the following pre-requisites:

- i. It should have extensive NGO networks: working in livelihoods, sustainability, biodiversity, nature conservation and allied subjects.
- ii. It should have experience in holding similar events at national/ international level.
- iii. It should have a minimum turnover of Rs. 10.00 crores per annum.
- iv. It should have manpower, infrastructure and institutional capacity to handle a project involving 40-50 NGO partners, MoEF&CC, and State Biodiversity Boards, Forest Departments etc.
- v. It should have Income Tax Returns of FY 2015-16 and 2014-15.
- vi. It should have a valid Service Tax registration and PAN.

Interested agencies/ organizations may submit their proposals in a sealed cover clearly marked "Proposal for Organizing Green Haat 2017" along with bid security of 2% of the total amount in the form of a bank guarantee / Demand Draft / Pay Order from a commercial bank in favour of the 'Pay and Accounts Officer, MoEF&CC' so as to reach the Director(i/c), National Museum of Natural History, Room No. 414, Block No. 3, CGO Complex, Lodhi Road, New Delhi – 110003 by Registered Post or through courier or by hand as per following time schedule:

- a) Collection of tender documents:
 - i) personally from the office of Director, NMNH up to 5.00 PM on 12.04.2017; or
 - ii) by downloading from the website of MoEF&CC
- b) Submission of bids: 13.04.2017 up to 3.00 PM
- c) Opening of bids: 13.04.2017 at 4.00 PM



**Government of India
National Museum of Natural History
(Ministry of Environment, Forest and Climate Change)**

Request for Proposal

For

**Organization of the Green Haat- 2017 from 24th to 26th April, 2017 at Indira Paryavaran
Bhawan, Jorbagh Road, Aliganj, New Delhi – 110003**



**National Museum of Natural History
(Ministry of Environment, Forest and Climate Change)
Room No. 414, Block No. 3, CGO Complex,
Lodhi Road, New Delhi – 110003**

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SECTION – I

REQUEST FOR PROPOSAL (TECHNICAL & FINANCIAL BIDS)

1.1 The Green Haat initiative has been undertaken to emphasize the intrinsic link between the forest ecosystems and livelihood for the poor and to showcase the use of Non Timber Forest Products (NTFPs) from the forest by the poor for better income. The basic aim of Green Haat (A Market Place) was to showcase the products manufactured by the NGOs, communities and gave more power and more control over resources, and the space for more closeness and to instantly connect with each other.

1.2 In pursuance of the above, the National Museum of Natural History (NMNH) a subordinate office of the Ministry of Environment, Forest and Climate Change invites proposals from interested reputed Agencies for organizing smooth & successful Green Haat - 2017 at Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, NewDelhi – 110003. The Agencies are invited to submit their proposals containing technical and financial bids (in separate sealed covers).

1.3 The Request for Proposal (RFP) includes the following documents:

- Statement of key parameters related to RFP
- Terms of Reference
- Bidding and evaluation procedure
- General Conditions of Contract
- Bid Submission Forms

1.4 **Presentation:** Bidders may be requested to give detailed presentation to the NMNH on the overall services to be provided including action plan to implement the proposed activities and for any further clarification as required at a scheduled date and time to be informed separately.

1.5 The bidders are requested to submit the Technical & Financial bids (in separate envelopes), complete in all aspects at the following address **on or before Thursday the 13th April, 2017 up to 3.00 PM**. The bids are to be submitted to:

The Director (i/c)
National Museum of Natural History
Ministry of Environment, Forest and Climate Change
Room No. 414, Block No. 3,
CGO Complex, Lodhi Road, New Delhi – 110003
Telephone: 011-24367739

SECTION II TERMS OF REFERENCE

The Selected Agency will have the following terms of reference:

- 2.1 To identify the relevant groups, products and services from across the country.
- 2.2 To coordinate with State Forest Corporations/Federations and NGOs, Community groups & other stakeholders for putting up their stalls in Green Haat.
- 2.3 To fabricate and put up 40 to 50 stalls for three days from 24 to 26, April, 2017 at the Indira Paryavaran Bhawan, in consultation with NMNH / MoEF&CC officials.
- 2.4 To make appropriate arrangements for stay, local transport, food and refreshments for the participating groups/organizations/ who will be putting up their products in the stalls allocated to them in Green Haat - 2017.
- 2.5 To arrange videography and photography.
- 2.6 To print and issue invitation cards in consultation with NMNH / MoEF&CC.
- 2.7 To design the newspapers advertisement to be issued in newspapers (through DAVP) for wider publicity.
- 2.8 Preparation of bilingual brochure, postures, pamphlets etc. for distribution.
- 2.9 Putting up hoardings, banners, posters etc. at the venue of Green Haat - 2017.
- 2.10 To make elaborate arrangements for formal opening and closing ceremonies of Green Haat - 2017.
- 2.11 To prepare a diary of events containing details of the Green Haat which will be updated regularly and put on the website of the Ministry for general information. It must contain details of products placed / exhibited in different stalls, number of visitors to each stall and their daily sale proceeds.
- 2.12 Settle the travel expenses claims of non-official participants of Green Haat under SR-190.
- 2.13 To work in close liaison with JS (Media), Director(i/c) NMNH and Core Group of NMNH / MoEF&CC for preparation actual conduct and winding up of the event.
- 2.14 Prepare a comprehensive report on Green Haat 2017 containing requisite details of each stall, the products show cased and the persons putting up the stalls. The details of media coverage (both print and electronic) photography in both hard & soft copies are to be submitted to the NMNH within a fortnight after conclusion of the Green Haat 2017 i.e. by 11th May 2017 for information and record of the Ministry.

**SECTION III
BIDDING AND EVALUATION PROCEDURE**

3. Evaluation of Proposals

3.1 Two Part Proposals

Sealed proposals are invited in two-parts. Part-I will be technical and Part –II will be financial.

3.2 Evaluation Procedure

3.2.1 Proposal submission: Offers should be made in two parts namely, “*Technical Proposal*” and “*Financial proposal*” in the given format. Each offer should be sealed and placed in a separate envelope super-scribed "Technical proposal" and "Financial proposal", as the case may be. The bidder should put these two sealed envelopes in one envelope with covering letter of the firm on its letter head and address it to:

The Director (i/c)
National Museum of Natural History
Ministry of Environment, Forest and Climate Change
Room No. 414, Block No. 3,
CGO Complex, Lodhi Road, New Delhi – 110003
Telephone: 011-24367739

The Envelopes should reach **on or before 13th April (Thursday) 2017 by 3.00 PM**, superscribed as “**proposal for organization of Green Haat-2017**”. The envelopes not sealed and marked as instructed are liable to be treated as disqualified. Name of the bidder and contact details/address should also be written on the envelopes.

3.2.2 The Technical proposal will be opened at 04.00 PM **on the same day i.e. 13th April, 2017** in Room No. 414, National Museum of Natural History, Ministry of Environment, Forest and Climate Change, 4th Floor, Block No. 3, CGO Complex, Lodhi Road, New Delhi - 110003 in the presence of available bidders/authorized representative of bidders, who wish to be present. The date and time of opening financial bids will be intimated in case of any change in the schedule.

3.2.3 **Late proposal:** Any bid received after the **deadline (13th April (Thursday) 2017, 3.00 PM)** for submission of bids shall not be accepted and returned unopened to the bidder.

3.2.4 Any delay in receipt or delivery of tenders, beyond scheduled closing time will not be accepted under any circumstances and the NMNH will not owe any liability for any delay.

3.3 Technical proposal:

3.3.1 In order to make it easier, consistent and to ensure that each bid receives full consideration, the following format should be followed while preparing the technical bid document.

- I. Title page with a title of the bid, bidder's name and address, contact person and contact details such as: telephone (mobile as well as landline), fax no. and e-mail details **(Form F-1)**,
- II. An introductory letter addressed to the Director (i/c), National Museum of Natural History, Ministry of Environment, Forest and Climate Change, Room No. 414, 4th Floor, Block No. 3, C.G.O Complex, Lodhi Road, New Delhi-110003, identifying full details of the bidder and signed by the bidder or the person or persons authorized to sign the bid on behalf of the bidder and the statements made in the bid document,
- III. Table of contents including page numbers,
- IV. Summary of the key features and highlights of the bid,
- V. Summary of experience **(Form F-2)**
- VI. Composition of the proposed professional team **(Form F-3)**
- VII. Financial bid **(Form F-4)**
- VIII. Check List **(Form F-5)**
- IX. Format for Security Deposit / Bank Guarantee **(Form F-6)**

** Wherever a specific format is prescribed in the bid document, the bidder shall use the format to provide relevant information. If the format does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information and be indicated specifically.

3.4 Bid evaluation

3.4.1 Opening of bids

Bids will be opened by the Tender Opening Committee (constituted by the MoEF&CC for this purpose) in the presence of bidder's representatives, who choose to attend. The bidder's representatives who are present shall sign a register evidencing their attendance. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.

3.4.2 Preliminary examination of bids

Preliminary scrutiny will be made to determine whether the bid is complete, as per the procedure outlined in this RFP, whether the documents have been properly signed, and whether the bids are generally in order.

3.4.3 Presentation by the bidders

The bidders may be asked to make a presentation of their technical bids and other parameters.

3.4.4 Technical evaluation

The Tender Opening Committee will evaluate the technical bids. The firm should furnish the turnover from event management activities in India of INR and attested copy of audited balance sheet for last 3 year along with the proposal. A statement regarding company profile indicating status of Registration of firm, profile of trustees / Board members, experience, capacity (manpower, office space, infrastructure etc) and logistics should also be sent with the proposal.

The bidders will be considered as eligible for the assignment and qualify for the financial bid process, for which the decision of NMNH will be final.

3.5 Financial Bid:

3.5.1 Preparation of Financial Proposal

- a) The budget should be all encompassing on turnkey basis.
- b) The financial proposal must take into account all the tax liabilities such as service tax, income tax, cost of insurance etc. However, these liabilities may be indicated separately in the proposal.

3.6 Bid prices

- a. The bidder is responsible for all taxes, duties etc.
- b. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by NMNH and will not in any way limit the NMNH's right to contract on any of the terms offered.
- c. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.7 Standard procedure for opening and evaluation of bids

3.7.1 Outline of bid opening procedure:

Bidders should offer prices for all the items/services to be provided.

3.7.2 The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in technical stage to make him eligible for evaluation in the financial bid. Immediately after the closing date and time, the technical bids will be opened by the Tender Opening Committee for further evaluation. The Financial Bid of the bidders who do not qualify in the technical evaluation will be returned to them. Thereafter, the financial bids of only those bidders will be opened who qualify in technical evaluation.

3.7.3 All participating bidders may depute a representative with an authority letter to witness these processes.

3.8 Amendment of bidding documents

3.8.1 At any time prior to the deadline for submission of bids, NMNH may modify the bidding documents by amendment and post it on the Ministry's website www.moef.nic.in.

3.8.2 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, NMNH, at its discretion, may extend the deadline for the submission of bids.

3.9 Cost of bidding

3.9.1 The cost of preparing the bid documents, attendance at any pre-selection meetings, or oral presentations shall be borne by the bidder. NMNH will in no case be responsible for these costs, regardless of the conduct or cancellation or outcome of the bidding process or outcome of the solicitation / selection process. Proposals must offer services for the total requirement. Proposals offering only part of the services will be rejected.

3.9.2 Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

3.10 Ownership of bids

All documents, including bids, submitted to the NMNH become the property of the NMNH.

3.11 Acceptance of bids

This RFP should not be construed as an agreement to assigning the job of organizing Green Haat to the agency. NMNH is not bound to enter into a contract with the bidder who submits the lowest priced/financial bid. Bids will only be assessed in terms of the evaluation criteria mentioned above.

3.12 Modification and withdrawal of bids

- i. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the NMNH prior to the deadline prescribed for submission of bids.
- ii. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- iii. No bid can be modified subsequent to the deadline for submission of bids.

3.13 Contacting NMNH / MoEF&CC

3.13.1 Any effort by a bidder to influence NMNH / MoEF&CC officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the NMNH / MoEF&CC, it should do so in writing only.

3.13.2 NMNH reserves the right to annul the entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.14 Bid Security

The bidders will be required to submit a bid security of 2% of the total amount in the form of a bank guarantee / Demand Draft / Banker's Cheque from a commercial bank in favour of the 'Pay and Accounts Officer, MoEF&CC' along with the bid. The bid security of those parties who are not found to be qualified in the technical bid evaluation stage by the NMNH will be released after the opening of the financial bids and selection of an appropriate Agency.

3.15 Signing of Contract

At the same time as the NMNH notifies the successful bidder that its bid has been accepted, the NMNH would send the bidder the Contract Form, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the NMNH.

3.16 Payment terms

Standard payment terms applicable as per Government of India rules will be applicable.

3.17 **Corrupt, fraudulent and unethical practices**

NMNH will reject a proposal for award and also may debar the bidder for future tenders in NMNH, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and/or execution,

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NMNH and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NMNH of the benefits of free and open competition,

“Unethical practice” means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods/services etc. after opening of first bid will be treated as unethical practice.

3.18 **Performance security**

A Performance Security in the form of Bank Guarantee from a commercial bank to the tune of 10% of the value of the contract will have to be submitted by the successful bidder. This Performance Security will remain valid for a period of 60 days beyond the date of completion of all contractual obligations. Bid Security will be refunded to the successful bidder on receipt of Performance Security.

3.19 **General / miscellaneous:**

3.19.1 The prospective bidder should notify NMNH of any error or discrepancy found in this RFP document. A prospective bidder, by responding to NMNH, will be deemed to have accepted the terms and instructions and disclaimer.

3.19.2 NMNH may, in its absolute discretion, seek additional information or material from any bidder after the RFP closes and all such information and material provided must be taken to form part of the bidder's response.

3.19.3 Bidders should provide details of their contact person, telephone, fax, email and full address etc. to ensure that replies to RFP could be conveyed promptly.

3.19.4 No binding relationship will exist between any of the bidders and the NMNH until execution of a contractual agreement.

3.19.5 Subject to any law to the contrary, and to the maximum extent permitted by law, NMNH, its officers, employees and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence omission, default, lack of care or misrepresentation on the part of NMNH or any of its officers, employees or advisers.

SECTION IV GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

4.1.1 **Bidder** means any company/firm offering the facility, service(s) and/or materials required in the RFP. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom NMNH signs the agreement for rendering of services.

4.1.2 **Financial bid** means that part of the offer that provides price schedule and total costs which will include cost of consumables.

4.1.3 **Firm/Company** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.

4.1.4 **Technical bid** means that part of the offer that provides information to facilitate assessment by NMNH, professional, technical and quality standing of the bidder and the facilities offered by him and their conformity to requirements.

4.1.5 **Contractor** means successful bidder with whom NMNH enters into an Agreement or Contract for providing conference facilities and other services.

4.1.6 **Employer** means NMNH with whom the contractor would enter into an agreement/contract for providing facilities and services for organization of the Conference.

4.1.7 **Specification** means the functional and technical specifications or statement of work, as the case may be.

4.1.8 **Two part bid** means the technical and financial bids, each put in a separate cover and their evaluation is sequential and in that order.

4.1.9 **Goods and services** mean the facility (s), service(s), materials or a combination of them in the context of the tender call and specifications.

4.1.10 **“MoEF&CC”** means Ministry of Environment, Forest and Climate Change, Government of India.

4.1.11 **“NMNH”** means National Museum of Natural History, Ministry of Environment, Forest and Climate Change, Government of India.

4.1.12 **“Contract”** means the agreement entered into between the NMNH and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.13 **"Contract price"** means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;

4.1.14 **"Incidental services"** means services which are ancillary to the supply of the goods and services and other obligations of the bidder covered under the contract;

4.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

4.3 Use of documents and information

4.3.1 The bidder shall not, without prior written consent from NMNH, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the NMNH / MoEF&CC in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence keeping in mind the security protocol and shall extend only as far as may be necessary for purposes of such performance.

4.3.2 The Bidder shall not, without prior written consent of NMNH, make use of any document or information made available for the project, except for purposes of performing the Contract.

4.3.3 All project related documents (including this bid document) issued by NMNH, other than the contract itself, shall remain the property of the NMNH and shall be returned (in all copies) to the NMNH on completion of the bidder's performance under the contract if so required by the NMNH.

4.4 Prices

Prices shall be quoted in Indian rupees. Prices charged by the bidder for the services performed under the contract shall not vary from the prices quoted by the bidder in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

4.5 Changes in Quantity/Orders

4.5.1 NMNH may, at any time, by written order given to the bidder, make changes of the quantities to be specified in the agreement as per requirement.

4.5.2 If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the change order.

4.5.3 NMNH reserves the right to place order with the Agency for all or some of the activities enlisted in the RFP and the payment will be made as per the work entrusted to the Agency.

4.6 Contract Amendment

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

4.7 Termination of the Contract for default

The NMNH may terminate the Contract forthwith by giving a 30 days notice in writing to the Contractor, if the latter

- a) Commits a breach of the contract agreement which in the case of a breach capable of remedy shall not have been remedied within 10 days of the receipt of the notice from the NMNH identifying the breach and requiring its remedy;
- b) Commits a series of persistent breaches, however minor, whether remedied or not;
- c) In the opinion of the NMNH, fails to provide the services of the standard the NMNH might reasonably expect, whether in terms of quality, availability and timeliness or otherwise;
- d) Fails to perform or observe the terms & conditions of this RFP;
- e) Goes into liquidation or a receiver is appointed or in the case of an individual becoming bankrupt and is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the NMNH means that the Contractor may be unable to pay its debts.

4.8 Termination of Contract for convenience

The NMNH may at any time terminate the Contract with or without reason on giving the Bidder 10 (ten) day's written notice. The notice of termination shall specify that the termination is for the NMNH convenience, the extent to which performance of the Bidder under the contract is terminated and the date upon which such termination becomes effective.

In such case, the bidder would be eligible for

- (a) Payments under payment provisions of the Contract Agreement for those services rendered before the effective date of termination; and
- (b) Any reasonable costs incurred by the Contractor and directly attributable to the termination of the Contract Agreement, subject to the relevant clauses pertaining to the payment and the other Terms of Reference of assignment. The decision of the NMNH in this regard shall be final and binding on the Bidder.

4.9 Resolution of Disputes

- i. The NMNH and the Bidder shall make every effort to resolve amicably by direct informal discussion/ negotiation any disagreement or dispute arising out of or in connection with the Contract or related thereto, whether directly or indirectly or the breach, termination, enforcement, interpretation or validity thereof, including the determination of scope or applicability the Contract.
- ii. A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- iii. Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.
- iv. In the event of the negotiation between the designated representatives not resulting in an agreement or resolution of the dispute within 10 (ten) business days thereafter, the Parties must refer the dispute for resolution to the Director, NMNH by way of mediation.
- v. The periods of negotiation or discussion may be shortened or lengthened by written agreement between the parties.
- vi. The decision given by the Director, NMNH shall be final and binding on both Parties.
- vii. The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the Courts of Delhi/ New Delhi.
- viii. This clause would be a separate, divisible agreement from the rest of the Contract and shall remain in effect even if the Contract terminates, is nullified or cancelled for whatever reason of cause.
- ix. NMNH reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

4.10 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same language.

4.11 Governing law and jurisdiction

The validity construction and performance of the Contract Agreement shall be governed by Indian law and the parties hereby submit to jurisdiction of New Delhi/ Delhi courts only.

4.12 Taxes and Duties

The bidder shall be entirely responsible for payment of all taxes, permits or any other dues arising out of this proposed assignment.

**SECTION V:
BID SUBMISSION FORMS**

FORMAT FOR THE COVER LETTER

From:

To,
The Director (i/c)
National Museum of Natural History
Ministry of Environment, Forest and Climate Change
Room No. 414, Block No. 3,
CGO Complex, Lodhi Road, New Delhi – 110003
Telephone: 011-24367739

Madam,

Please find enclosed our Bid in original in respect of selection of the consultancy organization (s) in response to the Letter of Invitation issued by NMNH.

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding Company*) who is the Bidder, bidding for selection as the consultancy organization for preparation of said Report in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood, and abide by all the terms and conditions stipulated in the RFP Document issued by the NMNH and in any subsequent communication sent by the NMNH. Our Bid is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent communications from the NMNH.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding. We shall be solely responsible for any errors or omissions or misrepresentations in our Bid.
4. We confirm that our Bid contains/does not contain (*strike out whichever is not applicable*) Deviations/Conditionality.
5. We confirm that all the terms and conditions submitted in our Bid are valid for acceptance during the period of Bid Validity.
6. We as the Bidder, designate Mr./Ms _____ (*mention name, designation, contact address, phone no., fax no., etc.*), as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments/agreements on behalf of the Bidder.
7. We confirm that we shall adhere to the time frame for completion of the Project, as specified in the RFP.

For and on behalf of:

Signature:

(Authorized Signatory)

Name of the Person :
Designation :
Name of the Bidder :

Address of the Bidder :
Company Seal :
Date & Place :

Form F-1

BIDDER INFORMATION

1. Name of the organization:
2. Responsible Person's Name:
3. Event management team and Coordinating Officer with contact details:
4. Year of establishment & registration no:
5. Registered office with postal address:
6. Phone no:
7. Fax no:
8. E-mail:
9. Details of certificates enclosed:

Place: _____

Date: _____

Bidder's signature
and seal

Form F-2

Relevant Services Carried out in the Past Five Years

Which Best Illustrate Qualification

The information should be provided in the following format for each reference assignment carried out, either individually, as a corporate entity / institution, or as one of the major partner within a consortium, legally contracted by the client:

| | | | |
|-----------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------|--|
| Assignment Name: | | Country: | |
| Location within Country: | | Professional Staff Provided by your Firm / Institution: | |
| Name of Client: | | No. of Staff: | |
| Address: | | No. of Staff Months: | |
| Start Date (Month/Year) | Completion Date: (Month/Year) | Approximate Value of Services: (in Rs./ USD): | |
| Name of Associated Firm(s) if any: | | No. of Months of Professional Staff provided by Associated Firm(s): | |
| Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions performed: | | | |
| Narrative Description of Project: | | | |
| Description of Actual Services Provided by your Staff: | | | |

Place: _____

Bidder's signature
and seal.

Date: _____

Form F-3

COMPOSITION OF THE TEAM AND THE TASKS
TO BE ASSIGNED TO EACH TEAM MEMBER

1. Technical / Managerial Staff

| S. No. | Name | Position | Contact Details |
|--------|------|----------|-----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| .. | | | |
| .. | | | |

Place: _____

Date: _____

Bidder's signature
and seal.

Form F-4

FORMATS FOR SUBMISSION OF FINANCIAL PROPOSAL

From:

(Registered name and address of the bidder)

To,

The Director (i/c)
National Museum of Natural History
Ministry of Environment, Forest and Climate Change
Room No. 414, Block No. 3,
CGO Complex, Lodhi Road, New Delhi – 110003
Telephone: 011-24367739

Madam,

- 1 We have understood the instructions and the terms and conditions mentioned in the RFP Document and have thoroughly examined the RFP Document and are fully aware of the scope of work required. We are hereby submitting our “Financial Proposal” as per prescribed format in a separate sealed envelope.
- 2 The amount of bid quoted Rs. _____

The Detailed breakup is as follows:

| Activities/Services | Cost as per man-days involved | Amount |
|---------------------|-------------------------------|--------|
| | | |
| | | |

For and on behalf of:

Signature:

(Authorized Signatory)

Name of the Person :

Designation :

Company Seal :

Form F-5
Check List

COMPLIANCE/AGREED/ENCLOSED / DEVIATION STATEMENT.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

| S. No. | Bid document reference | Remarks |
|---------------|---------------------------------------------|----------------|
| 1. | Implementation period | |
| 2 | Form F-1 | |
| 3 | Form F-2 | |
| 4 | Form F-3 | |
| 5 | Form F-4 | |
| 6 | Technical and Functional Requirements | |
| 7 | Financial bid format | |
| 8 | General instruction to bidders | |
| 9 | Standard procedure for bid evaluation | |
| 10 | General condition of proposed contract(GCC) | |

The specifications and conditions indicated in the Bid document (RFP) as amended by Ministry of Environment & Forests, shall prevail over those indicated anywhere in our proposal, except only to the extent of deviations furnished in this statement.

Place: _____

Bidder's signature

and seal.

Date: _____

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form – 6

FORMAT FOR SECURITY DEPOSIT / BANK GUARANTEE

THIS DEED OF GUARANTEE made at New Delhi _____ day of month _____ of (the year) by the Bank of (*Bank's name and address*) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of the National Museum of Natural History, Ministry of Environment, Forest and Climate Change, Government of India, 4th Floor, Block No. 3, CGO Complex, Lodi Road, New Delhi-110003. (Hereinafter called the 'EMPLOYER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s (*Conference Organizer Firm's name*) registered under _____ having its Registered Office (*Firm's address*) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with the Employer for the supply, delivery at site, services, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (*currency / amount*) _____ (In words) being ten percent (10%) of the Order / Contract price of (*currency / amount*) as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Employer on demand without any demur the sum of (*currency/amount*) (in words) being ten percent (10%) of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Employers shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Employer will be final and binding on the Surety. The Employer and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Employer shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till the Employer certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor,

We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Employer in writing. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Employer to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (*currency/amount*) (In words).

This guarantee shall remain in force till _____

Date:

Signature of a person duly authorized to sign on
behalf of the Bank with Seal of the Bank