



Indian Council of World Affairs

Sapru House, Barakhamba Road

New Delhi

E-NOTICE

Inviting tender for- Selection of Agency to Provide
Virtual Meeting/Conference/Seminar platform
to organize the Council's event

Tender No. ICWA/IT/885/04/2020

Dated: 04-9-2020

<u>Important Dates</u>	
Published date	04-9-2020
Bid document download start date	04-9-2020
Clarification start date	04-9-2020
Clarification end date	14-09-2020
Bid submission start date	16-09-2020
Bid submission end date	30-09-2020
Date of Technical Bid opening	1-10-2020

The bids shall be submitted online only at Central Public Procurement Website:

<https://eprocure.gov.in/eprocure/app>

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(A) 1. The Indian Council of World Affairs (ICWA), an institution of national importance, is one the foremost think tanks of India specializing in foreign policy & security issues and international relations. The Council's primary objective is to promote India's relations with other countries through study, research, discussions and lectures. The Council is widely known for research and conferences on current and relevant international issues with institutional partners world-wide.

2. The offers, in the prescribed format, shall be submitted on the CPP Portal <https://eprocure.gov.in/eprocure/app>

3. **Validity & Extension of Contract:** The selection of agency will be initially for a period of one year which may be extended for the further period of one year at a time at the sole discretion of the Council on the existing terms conditions and with the written consent of the concerned agencies.

4. A two bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened on 1st October 2020 at 1500 hrs at US, ICWA Office, New Delhi in the presence of those tenderers who may desire to be present at that time. The Technical Bid/presentation will be evaluated by Technical Evaluation Committee.

(B) Minimum Eligibility Criteria:

- i Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft in favour of "Indian Council of World Affairs" New Delhi accompany the tender letter. Tender received without earnest money will not be considered. Earnest money received from other unsuccessful tenders will be returned without interest on demand.
- ii The agency should be registered with the Registrar of Companies and should hold valid PAN, GST registrations.
- iii The agency should neither be blacklisted by any Govt. Department nor should any Criminal Case be registered against the firm or its owner or partners anywhere in India.
- iv Technical bids are to be opened and evaluated first. Financial bids will be opened only of bidders shortlisted on basis of technical bids.
- v The security deposit will be refundable after successful completion of the contract to the adjustment of dues against the contractors.
- vi It may also be noted that in case of contractor backing out in mid-term without any explicit consent of this Council, the firm/company will be liable to recovery at higher rates, vis-a-vis, those contracted with it, which may have to be incurred by this Council for the balance period of contract through alternative means.
- vii The above act of backing out would automatically debar the firm from any further dealing with this Council and the EMD/performance guarantee amount would also be forfeited.
- viii No advance payment in any case would be made.

- ix Only the agencies who qualify the Technical evaluation round, will be eligible to participate in the financial bidding round. The date and time for opening of the Financial Bid will be intimated on a later date.
- x The bidder/agency quote rates shall be quoted in the BOQ sheet provided with tender document. (Annexure II)
- xi No change in financial bids is allowed after the last date of submission of tender documents.

(C) Submission of Bids:

The bidders should upload their bids on CPP Portal in separate two parts, viz.:

- a. **Technical Bid**: The bidding agencies are required to submit documents as detailed in Annexure I. Only the bids complying with the Minimum Eligibility Criteria shall be allowed to participate in the technical bid.
- b. **Financial Bid**: to be submitted in the format as given in Annexure II.

(D) Terms & Conditions:

1. Tender received after closing date and time will not be entertained.
2. Council reserves the right to extend the last date and time for submission of the bids as its own discretion.
3. The bidder/agency shall bear all costs associated with the preparation and submission of its bids and the Council of External Affairs will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the respondents and the Council until execution of a contractual agreement.
4. The bids shall remain valid for a period of 120 (One hundred & twenty) days. In exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. Such requests should preferably be made much before the expiry of the bid validity. The bid security provided shall also be suitably extended.
5. Failure to furnish all the required information may result in rejection of the bid.
6. Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by the decision of the Council. In case the information submitted by the firm is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.
7. Any notice by one party to the other pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract.
8. To assist in Technical evaluation, Council reserves the right to call for any clarification from any/all bidder/agency during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.

9. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
10. The Council shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.
11. In all matters related to dispute relating to this tender, the decision of the Council will be final and binding upon the firm/agency.
12. The Council reserves the right to accept or reject any or all proposals without assigning any reasons. No tenders shall have any cause or claim against the Council for rejection of his proposal.
13. Payment terms:
 - a. The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.
 - b. The agency who has been awarded the contract shall submit the bills after completion of each event.
 - c. Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring during the Contract period. No deviation in any of the conditions is allowed during the contract period. No increase in prices would be allowed during the contract period. Only applicable taxes shall be applied in addition to quoted rates.
14. Agency must procure and provide all the hardware required to its project team to enable them to meet the target assignment.
15. No Subcontracting: The bidder/agency so selected should have the capability to perform the entire scope of the work without outsourcing the same to any third party in any manner.
16. Notwithstanding any of the provisions mentioned above, for rates and other terms and conditions, in case of any disagreement etc., decision of the Council will be final and binding on all bidders participating in this bid.
17. **Earnest Money Deposit:** Bidders are required to submit an **Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only)** in the form of Demand Draft in favour of “Indian Council of World Affairs” payable at New Delhi.
18. The bid security of unsuccessful bidder will be returned to them after the award of the contract. Earnest Money Deposit with ICWA for the purpose of tender will earn no interest.
19. EMD will be forfeited on account of one or more of the following reasons:-
 - i) The Bidder withdraw/modify his bid during the period of bid validity.
 - ii) In case the selected bidder fails to sign the agreement in time and furnish performance bank guarantee.

21.The Agency has to provide services on 24 x 7 basis.

(E) Scope of Work:

To accomplish the task of organizing a successful webinar, meeting, conference the Council required the following services arranged by the firm to conduct Webinar, conferences and meetings:

1. Firm will set up all necessary equipments (laptops, Wi-Fi router, camera, wires etc.) in the premises of ICWA to conduct digital events (webinar, conferences and meetings, etc.);
2. Creation of event registration page/portal for attendees;
3. Sending email & SMS upon registration and reminder email &SMS to registrants on event day also;
4. Gateway for the bulk SMS and bulk Email will be borne by the firm;
5. Providing webinar/meeting Platform;
6. Broadcast of whole proceedings on Social Media platforms with ICWA logo and Graphic overlays for speaker names and designations. (Youtube, Twitter, Facebook and Council's website);
7. Generation of Panelists/speakers links
8. Creation of Instructions for Panelists/speakers/attendees
9. Prior testing with each panelists/speakers will be done as per panelists' time availability for each event/meeting/conference etc.
10. Handling any technical issue related with connectivity/operation etc. with panelists/speakers which will be taken care of by the firm;
11. The person dealing with the panelists/speakers should be well versed with technical processes and should be well educated to deal with high profile individuals;
12. Firm should have their own internet backup, in case of failure of internet in the Council premises.
13. Firm will have to provide the video recording of each event to the Council on same day and pictures of the event immediate upon completion of the event.
14. Availability at short notice (24 hours);
15. Firm will provide a dedicated relationship manager for ICWA.
16. Bills shall be submitted by the Firm/Agency on per event basis to ICWA. Bills will be paid through online banking system only. The successful firm will have to provide bank details to the Council

(F) Performance Bank Guarantee: The successful bidder shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of Rs.20,000/- (Rupees Twenty Thousand only) before the signing of Agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Earnest Money Deposit of successful bidder will be returned after submission of Performance guarantee.

Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of

Performance Guarantee(PG) as well as disqualification of the bidder from participating in future tenders.

(G) **Agreement deed:** The successful bidder shall execute an agreement for the fulfilment of the contract on ₹ 100/- non-judicial stamp paper within 15 days from the date of submission of PG. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder.

(H) **Penalty Clause:**

1. If the bidder withdraws or alter its bid before the bid validity period, Council may take the decision to forfeit the EMD and debar it from participating in future tenders.

2. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, Council may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Council and take and other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Council at its own discretion/satisfaction.

(I) **Governing Laws and Jurisdiction:**

This shall be construed and governed by the laws of India, and parties hereby submit to exclusive jurisdiction of the Delhi court of law.

(J) **Settlement of Disputes and Arbitration:**

All disputes, differences and questions arising out of or in any way touching or concerning the agreement or subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

(K) **FORCE MAJEURE:**

1. Council may consider relaxing the penalty and delivery requirements, as specified in tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

4. The affected Party shall also notify the other party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such

action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Council shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Council shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case, wholly or in part, by reason of force majeure.

(L) Liquidated damages and termination:

a) It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Council may recover a sum from the contractor equivalent to minimum of 0.5% of the price for any portion of services delayed / negligence in service. The maximum amount to be recovered would be 10% of the price for any portion of services delayed / negligence in service.

b) In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit.

c) In case of material breach of any of terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Council in that event and the Performance security deposit may also be forfeited.

(M) Closure of Contract- While making the final payment to the contractor and before releasing the Performance Bank Guarantee, a "no claim certificate" may be taken from the contractor as per the format given in the Annexure 21 of Manual for Procurement of Goods, 2017.

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**Annexure I-A
TECH Profile**

Platform	Technical Specification	Compliance (Yes/ No)	Proof Attached (Yes/No)
Bluejeans	Licence is in the name of firm		
Cisco Webex	Licence is in the name of firm		
GoTo Meeting	Licence is in the name of firm		
Other than the above states items, Bidder should provide all the equipment, accessories, tools etc. to make the meting/webinar functional.			

**Annexure I-B
Bidder's Profile**

Sr. No.	Particular	Details
1.	Name of Bidder	
2.	Incorporated as (State Sole Proprietor, Partnership, Private Limited or Limited Firm)	
3.	Incorporation year	
4.	Full address	
5.	Name of the top executive with designation Telephone Mobile Email	
7.	GST No.	
8.	PAN No.	
9.	EMD details	

**Annexure II
Financial format**

Quote your rates in the following format:

Meeting			
Platform	No. of Participants	Cost	
		Half day	Full day
BlueJeans	Upto100		
	101 to 500		
	Above 500		
CiscoWebex	Upto 100		
	101 to 500		
	Above 500		
GoTo Meeting	100		
	500		
	1000		

Webinar			
Platform	No. of Participants	Cost	
		Half day	Full day
BlueJeans	Upto 100		
	101 to 500		
	Above 500		
CiscoWebex	Upto 100		
	101 to 500		
	Above 500		
GoTo Meeting	100		
	500		
	1000		