

मोरारजी देसाई राष्ट्रीय योग संस्थान

MORARJI DESAI NATIONAL INSTITUTE OF YOGA

आयुष मंत्रालय, भारत सरकार

MINISTRY OF AYUSH, GOVERNMENT OF INDIA

६८, अशोक रोड, नई दिल्ली - ११०००१

68, ASHOKA ROAD, NEW DELHI-110001



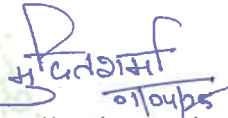
File No. MDNIY/GS/2023-24/61(E-1518)

Dated: 01st April, 2025

NOTICE

Subject : Tender for Engagement of Event Management Agency for MDNIY in lieu of 50 days and 25 days countdown Programme to IDY 2025 at Nasik on 25/02/2025 and Leh Ladakh on 27/05/2025 respectively through GeM Portal vide Bid No- GeM/2025/B/6101385 dated 01/04/2025

It is to inform to All the concerned that Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi -110001 has invited bid for hiring of Agency for Engagement of Event Management Agency for MDNIY in lieu of 50 days and 25 days countdown Programme to IDY 2025 at Nasik on 25/02/2025 and Leh Ladakh on 27/05/2025 respectively through GeM Portal vide GeM Bid No- GeM/2025/B/6101385 dated 01/04/2025. The last date of submission of application is 22/04/2025.


(Mudit Sharma)
Administrative Officer

Copy to:-

1. P.A. to Director, MDNIY
2. C&DO – with the request to arrange to upload this notice on the MDNIY's Website for wider circulation
3. Consultant (IT) – With the request to upload the said Notice on MDNIY's Website.
4. Office Copy



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-04-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-04-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ayush
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Morarji Desai National Institute Of Yoga (mdniy)
Office Name/कार्यालय का नाम	68, Ashoka Road, Near Gole Dak Khana, New Delhi 110001
क्रैता ईमेल/Buyer Email	muditsharma.ao@gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of Event Management Agency for Organizing 50 & 25 Days Countdown to IDY - 2025 at Nasik and Leh-Ladakh
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Event or Seminar or Workshop or Exhibition or Expo Management Service
Contract Period/अनुबंध अवधि	6 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	60 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	15000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	750000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लभार्थी :

Director

Morarji Desai National Institute of Yoga (MDNIY), Ministry of Ayush, 68, Ashoka Road, New Delhi 110001,
(Director, Morarji Desai National Institute Of Yoga)**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1743484008.pdf](#)**Instruction To Bidder:**[1743484014.pdf](#)**Pre Qualification Criteria (PQC) etc if any required:**[1743484021.pdf](#)**Scope of Work:**[1743484025.pdf](#)**Payment Terms:**[1743484030.pdf](#)**Penalties:**[1743484035.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1743484040.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1743484050.pdf](#)

Buyer's Competent Authority Approval:[1743484066.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1743484081.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1743484086.pdf](#)

GEM Availability Report (GAR):[1743484316.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1743484327.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per Bid Document	100	60	View File

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:Conference Room, Morarji Desai National Institute of Yoga, 68, Ashoka Road - New Delhi - 110001 on 22.04.2025 from 2.00 PM onwards

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
09-04-2025 10:00:00	Conference Room, Morarji Desai National Institute of Yoga, 68, Ashoka Road - New Delhi - 110001

Custom Bid For Services - Hiring Of Event Management Agency For Organizing 50 & 25 Days Countdown To IDY - 2025 At Nasik And Leh-Ladakh (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Event Management Agency for Organizing 50 & 25 Days Countdown to IDY - 2025 at Nasik and Leh-Ladakh
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Mudit Sharma	110001, Morarji Desai National Institute of Yoga 68, Ashoka Road	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-04-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ayush
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Morarji Desai National Institute Of Yoga (mdniy)
Office Name/कार्यालय का नाम	68, Ashoka Road, Near Gole Dak Khana, New Delhi 110001
क्रेता ईमेल/Buyer Email	muditsharma.ao@gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of Event Management Agency for Organizing 50 & 25 Days Countdown to IDY - 2025 at Nasik and Leh-Ladakh
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Event or Seminar or Workshop or Exhibition or Expo Management Service
Contract Period/अनुबंध अवधि	6 Month(s) 23 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	60 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	15000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	750000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director

Morarji Desai National Institute of Yoga (MDNIY), Ministry of Ayush, 68, Ashoka Road, New Delhi 110001,
(Director, Morarji Desai National Institute Of Yoga)**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1743484008.pdf](#)**Instruction To Bidder:**[1743484014.pdf](#)**Pre Qualification Criteria (PQC) etc if any required:**[1743484021.pdf](#)**Scope of Work:**[1743484025.pdf](#)**Payment Terms:**[1743484030.pdf](#)**Penalties:**[1743484035.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ: [1743484040.pdf](#)

Project Experience and Qualifying Criteria Requirement: [1743484050.pdf](#)

Buyer's Competent Authority Approval: [1743484066.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1: [1743484081.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2: [1743484086.pdf](#)

GEM Availability Report (GAR): [1743494945.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: [1743497380.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per Bid Document	100	60	View File

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:Conference Room, Morarji Desai National Institute of Yoga, 68, Ashoka Road - New Delhi - 110001 on 23.04.2025 from 11.30 AM onwards

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
09-04-2025 11:00:00	Conference Room, Morarji Desai National Institute of Yoga, 68, Ashoka Road - New Delhi - 110001. Physical Attendance in the Pre-Bid Conference is Mandatory. A certificate shall be issued to the attendees which should be uploaded in the Technical Documents without fail.

Custom Bid For Services - Hiring Of Event Management Agency For Organizing 50 & 25 Days Countdown To IDY - 2025 At Nasik And Leh-Ladakh (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Event Management Agency for Organizing 50 & 25 Days Countdown to IDY - 2025 at Nasik and Leh-Ladakh
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Mudit Sharma	110001, Morarji Desai National Institute of Yoga 68, Ashoka Road	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**MORARJI DESAI NATIONAL INSTITUTE OF YOGA
MINISTRY OF AYUSH, GOVT. OF INDIA**

68, ASHOKA ROAD, NEW DELHI - 110 001

PHONE: 23730417-18, 23721472, 23351099, TELEFAX - 23711657, 23718301

E-Mail: dir-mdniy@nic.in Website: www.yogamdniy.nic.in



File No. MDNIY/AO/50 & 25 Days/IDY - 2025

Date: 01.04.2025

SUB: E - TENDER NOTICE FOR ENGAGEMENT OF EVENT MANAGEMENT AGENCY FOR MDNIY IN LIEU OF 50 DAYS AND 25 DAYS COUNTDOWN PROGRAM FOR MASS YOGA DEMONSTRATION

e-Tenders are invited by the Morarji Desai National Institute of Yoga (MDNIY) from reputed and experienced Event Management Agencies/Companies/ Firms, registered under Indian Laws/Acts, with a proven track record having more than 05 years' experience engaged in organizing Govt. of India/State Govt. of NCR Delhi, Other States, PSUs, Medium & large Business Houses and otherwise organizing State, National and International level events, in Two Bid System i.e. Technical Bid & Financial Bid for providing services for organizing 50 days and 25 days Countdown Program to International Day of Yoga - 2025 on 02.05.2025 and 27.05.2025 at Nasik and Leh-Ladakh respectively.

The event is likely to be attended by about 4000 to 5000 participants in all including general public and VVIPs.

The actual Venue in the above cities shall be intimated in due course which shall be duly booked and paid for by MDNIY. All other arrangements shall be made by the Event Management Agency itself and at its own cost etc.

Normally deep digging of grounds is not permitted for any purpose. This may please be noted while submitting the quotation.

MDNIY can reject any or all tenders without assigning any reason.

SCHEDULE OF INVITATION OF BID

Name of Work	Hiring of Event Management Agency for Organizing 50 days and 25 days Countdown Program For Mass Yoga Demonstration
Date of Issuance of E - tender	01.04.2025
Estimated Tender Value	Rs. 1.50 Crore (taxes additional)
Earnest Money Deposit Value (5%)	Rs. 7.50 Lakhs
Last date and time of submission of bid document	As published on GeM
Date of Pre-Bid Conference (Attendance Mandatory)	As published on GeM
Last date/ time of receipt/ submission of E-procurement	As published on GeM
Date and time of opening of Technical bid document	As published on GeM
Date and Time of Technical Presentation	As published on GeM
Date and time of opening of Financial Bid	As published on GeM

NOTE:-

1. Please address all the correspondence to: **The Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi – 110001.**
2. If the Office of Authority happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office at the same time and venue.
3. Please quote GeM Bid Ref. Number and date in all your correspondences.

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TENDER DOCUMENT

1. INSTRUCTIONS TO BIDDERS

- 11 Bidder shall bear all the costs associated with the preparation, submission of bid and presentation of Technical Bid. MDNIY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 12 For the purpose of this Bid Document “PROFORMA” means Proforma mentioned in Part-V of this Bid Document.
- 13 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Document. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder’s risk, responsibility, cost & consequences and may result in the rejection of its bid.
- 14 No request for the extension of time for submission of Bid will be entertained in any case.
- 15 Bids of those Bidders against whom any criminal case is pending before Court of Competent Jurisdiction or who have been convicted by Court of Competent Jurisdiction shall not be considered.
- 16 Bids of those Bidders, who will found to be involved in theft or in non-payment of Government dues or taxes, will be out rightly rejected and will not be considered for the opening of the Financial Bid.
- 17 **LANGUAGE OF BIDS:** The Bid as well as all correspondence and documents relating to the Bid exchanged between the Bidder and MDNIY shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version. The English translated version should be used for the purpose of bid interpretation.
- 18 **AMENDMENT OF BID DOCUMENTS:** At any time prior to the deadline for submission of bids, the MDNIY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by issuance of an Addendum.
- 19 The Bidder shall complete the Bid Forms and the appropriate price schedule furnished in the Bid Document.
- 1.10 **LATE BIDS:** Any Bid received by the MDNIY after the deadline for submission of Bids prescribed by the MDNIY shall be rejected.

2. SELECTION PROCESS

MDNIY invites technical and financial bids on open tender basis from qualified agencies under the two-bid system. The bids will be evaluated according to QCBS. For Technical Bids, 70% weightage shall be assigned and for Financial Bids 30% weightage will be assigned in final evaluation. The

minimum qualifying score for the technical bids will be 60.

Under QCBS the total score of both the technical and the financial bid shall be obtained by weighing the quality and cost scores and adding them up. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 and shall be recommended for award of contract. The H-1 bidder may be invited for further negotiations, if required, before awarding the contract.

A Technical & Financial Evaluation Committee will be constituted to evaluate and finalize the technical and financial proposals received in response to the Tender Notice. Both the technical and financial bids would be opened online by the Committee constituted by the Department.

The Technical Evaluation Committee would shortlist the technically qualified bids on the parameters as given under eligibility criteria. The shortlisted bidders will then be called to make presentation before the Committee. The Committee will evaluate the bidders as per parameters mentioned in **Annexure-I**. Financial bids of only the technically qualified bids (i.e. those bidders who will secure more than 60) would be opened. The date and time of opening of financial bids would be uploaded on the portal and shortlisted firms would be informed after shortlisting of the technically qualified bidders on the portal itself.

3. BID REJECTION CRITERIA (BRC)

The Bid shall conform generally to all the scope of work and terms and conditions given in this Bid Document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

4. ELIGIBILITY

The bidder must fulfill the following mandatory eligibility requirements for being considered for technical and financial evaluation. The documents should be properly numbered and shall be uploaded on GeM as a single document.

S.No.	Particulars	Documents to be submitted	Page No.
1.	The bidder must have an experience for organizing mass participation National or International events which had been attended by Chief Ministers, Cabinet Ministers or Ministers of State since 01.04.2015	Copy of work order/ Completion certificate/ proof of release of Performance Security after completion of the contract/ any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.	
2.	Average annual financial turnover of minimum Rs. 60.00 lakh during the last 03 financial years i.e. 2021-2022, 2022-23 and 2023-24.	A summary sheet of Annual Turnovers on the letterhead of the agency/ A certificate issued by a practicing chartered/cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc., for the 3 years.	

3	EMD	(As per Proforma C)/ Udhya Certificate if exempted from EMD	
4.	Copy of PAN, GST, ESI/EPF other related documents etc.	Related documents	
5.	Affidavit stating of non-blacklisted or debarred	Related document on duly notarized non-judicial stamp paper.	
6.	Integrity Pact	As per Proforma E	
7.	An authorization letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm.	As per Proforma A	
8.	Bidder's Profile	Declaration on the letterhead	
9.	The Agency must have a Pan India presence in at least 5 cities (one being Metropolitan city)	Declaration on the letterhead	
9.	Any other Affidavit/ document		

NOTE:-

- 4.1** The bidder must have an experience for organizing mass participation National or International events which had seen a footfall of at least 4000 people been since 01.04.2015 in which most of the major items as in the scope of work as mentioned in this Tender document were supplied and managed at site. The capability, suitability and manageability of the bidder, for the successful execution of work will be the main consideration for short listing of agencies. Priority shall be given to the agency that has successfully executed the event with similar scope of work.
- 4.2** Blacklisted organizations are not eligible to apply.
- 4.3** Copy of the quality certification if any, received by the organization.
- 4.4** Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary are required to submit a copy of Govt. approval on their application prior to date of financial bid opening.
- 4.5** Bidders shall submit affidavit for aforesaid purposes.
- a)** If any proprietor is convicted by Court of Competent Jurisdiction, it shall be deemed that such proprietary Firm has been convicted.
 - b)** If any partner of the Partnership Firm or Director of a Company is convicted by any Court of Competent Jurisdiction, it shall be deemed that such Partnership Firm or Company, as the Case may be, has been convicted.
 - c)** If any criminal case is pending against Proprietor of proprietary Firm, or any Partner of Partnership Firm or Director of a Company, before any Court of Competent Jurisdiction, is

shall be deemed that criminal case is pending against such Proprietary Firm, Partnership Firm or Company as the case may be.

5. TECHNICAL EVALUATION

The bidders who will meet all the eligibility criteria will be qualified for technical evaluation process. The bidders will be required to make a presentation showcasing the works executed by them, their technical strength, understanding of the assignment detailed in this RFP, proposed ideas and solutions. The bidders will be evaluated and marked as per Annexure-I. All those bidders who will secure above 60 will qualify for financial bidding process. The date and time of presentation is indicated in the time Schedule of tender document. All costs associated with this presentation will be borne by the Bidder.

6. FINANCIAL EVALUATION

The bidders are requested to fill the financial bid as per Annexure-II. The agency will be selected on the QCBS system giving 30% weightage to the financial bids.

7. PRE-BID CONFERENCE

- 7.1 In order to avoid clarification/confirmation after opening of Bids, a Pre-bid conference will be held in order to provide an opportunity for the participating bidders to interact with the Institute with regard to various tender provisions/tender specifications. In case, due to any, points and doubts raised by the prospective bidders, any specific term & condition (which is not a part of the "General conditions of the Contract") needs to be modified, then the same will be considered for modifications and uploaded on the website.
- 7.2 After the pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their Bid is complete in all respects and conforms to tender terms and conditions, Bid Evaluation Criteria, and the tender specifications, failing which their bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the Bidder in their Bid.
- 7.3 Bidders should depute their authorized representative who should be competent to take on-the-spot decisions. **Physical Attendance in the pre-bid conference is mandatory as those bidders who do not attend the pre-bid conference shall be outrightly rejected. No claim / request for relaxation shall be entertained in this regard.**
- 7.4 The firms attending the pre-bid conference shall be issued a certificate which should invariably be attached in the technical bid documents without fail or may lead to rejection of the bid.

8. BID PRICE

- 8.1 Bidder must quote the unit prices in INR, both in words and in figures.
- 8.2 Price quoted by the Successful bidder must remain fixed during its performance of the Contract and is not subject to variation on any account.

8.3 All duties and taxes including Goods and Service Tax, Corporate Income Taxes and other levies payable by the Successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. The evaluation and comparison of Bids shall be made accordingly.

9 TAX

9.1 The Bidder will have to bear all tax liability, as applicable.

9.2 The Bidder should quote the applicable taxes, clearly indicating the rate and the amount of tax included in the Bid and the classification of the respective service (as per GST rules) under which the tax is payable.

9.3 In the contracts involving multiple services or involving the supply of certain goods/materials along with the services, the Bidder should give separate break-up for the cost of goods and cost of various services and accordingly quote taxes/levies/duties as applicable for the taxable services.

9.4 In case the applicability of tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of taxes, etc. The Institute will not entertain any future claim in respect of tax against such offers.

9.5 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect, or misleading:-

(i) MDNIY will have no liability to reimburse the difference in the duty/ tax if the finally assessed amount is on the higher side.

(ii) MDNIY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

9.6 The successful Bidder should have a valid registration with the concerned authorities of the Tax department and a copy of such registration certificate should be submitted along with the offer. (Technical Bid).

10 BID SECURITY (EMD):

10.1 The EMD/Bid Security of INR 7,50,000/- (Seven Lakh Fifty Thousand Only) is required to protect the MDNIY against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8. **Exemption of EMD** to the agencies/firms (MSME Class 8230 as per National Industrial Classification, 2008 issued by Central Statistical Organization under Ministry of Statistics and Programme Implementation) as per the provisions of the Government of India in force and amended time to time on production of **relevant certificates** in original and attested copies. The same are required to be uploaded in the e-Procurement Portal as well.

10.2 The EMD must be submitted physically to Shri Mudit Sharma, Admin. Officer, First Floor, Administrative Block, Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi - 110001.

10.3 All the bids must be accompanied by EMD/Bid Security for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

- (a) A Bank Guarantee issued from any Nationalized/Scheduled Bank in India, in the prescribed format only will be accepted. The Bank Guarantee shall be valid for 90 days beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, 1899 as amended from time to time and as applicable in New Delhi, hereinafter referred to as "Stamp Act" purchased in the name of the Banker.

Or

Earnest money is required in the shape of a Demand Draft or Banker Cheque or Fixed Deposit Receipt from any scheduled bank duly pledged in favour of Director, Morarji Desai National Institute of Yoga, New Delhi.

- (b) For Tender Document fee a Banker's Cheque or Demand Draft drawn in favour of Director, Morarji Desai National Institute of Yoga having validity of 90 days from the date of issue and payable at New Delhi.

10.4 Any Bid not secured in accordance with sub-clause 10.2 above shall be rejected by MDNIY as non-responsive.

10.5 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by MDNIY at the Bidder's cost.

10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender without payment of interest. Unsuccessful bidder needs to submit their written request along with the authorization letter for the return of Bid Security.

10.7 Bid Security of the successful bidders will be discharged and/or returned upon furnishing of the Performance Security from the said bidder and signing of the Agreement. The successful bidder will, however, ensure the validity of the Bid Security till such time the Performance Security in conformity with Clause 21 below is furnished.

10.8 No interest shall be paid by the MDNIY on EMD/Bid Security during its period of validity or extended validity.

10.9 The EMD/Bid Security may be forfeited:-

- (a) If any Bidder withdraws or modifies their Bid during the period of Bid validity (including any subsequent extension) specified by the Bidder on the Bid Form,

Or

- (b) If a successful Bidder fails:

- (i) To sign the Agreement within the stipulated time & within the period of bid validity, and/or
(ii) To furnish Performance Security.

11 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by MDNIY.
- 11.2 In exceptional circumstances, MDNIY may solicit the bidder's consent to extend the period of validity, the request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12 FORMAT AND SIGNING OF BID:

- 12.1 The Bidder shall prepare the Bid clearly. The Bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma- A) shall be indicated by a written power of attorney accompanying the Technical Bid. All pages of the Bid, except the un-amended printed literature, shall be initialed/signed by the person or persons signing the Bid.
- 12.2 The Bid should contain no interlineations, white fluid erasures, or overwriting except as necessary to correct apparent errors made by the Bidder. However, such-correction shall be initialed/signed & stamped by the person or persons signing the Bid.

13 MODIFICATION AND WITHDRAWAL OF BIDS:

- 13.1 No bid can be modified subsequent to submission of bids.
- 13.2 No bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.
- 13.3 Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

14 BID OPENING AND EVALUATION:

- 14.1 Bid shall be opened as per GeM schedule on the portal. MDNIY will examine Bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the Bids are generally in order.
- 14.2 MDNIY shall prepare, for its own records, minutes of Bid opening event.
- 14.3 To assist in the examination, evaluation and comparison of bids, MDNIY may at its discretion, ask the Bidder for clarifications of its Bid and technical presentations. The request for clarification

and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 14.4** Prior to the detailed evaluation, MDNIY will determine the substantive responsiveness of each Bid to the requirement of the Bidding Documents. For the purpose of these paragraphs, a substantive responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope quality, or performance of work, or which limits in any substantial way, inconsistent with the Bidding documents, MDNIY's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive Bids. MDNIY determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 14.5** A Bid determined as not substantially responsive will be rejected by MDNIY and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.6** MDNIY may waive minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

15 OPENING OF FINANCIAL/PRICE BIDS:

- 15.1** MDNIY will open the Financial Bids of the technically Qualified Bidders on the basis of successful presentation on a specific date mentioned on the GeM portal.
- 15.2** MDNIY will examine the price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 15.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words, and figures, the amount in words will prevail.

16 CONTACTING/ INFLUENCING THE MDNIY

- 16.1** Except as otherwise provided in clause 14 above, no Bidder shall contact MDNIY on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded except as required by MDNIY vide sub-clause 14.5.
- 16.2** An effort by a Bidder to influence MDNIY in the Bid evaluation, Bid comparison or Contract award decisions will result in the rejection of his Bid.

17 AWARD CRITERIA:

MDNIY will award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18 RIGHT TO ACCEPT OR REJECT ANY BID:

18.1 MDNIY reserves the right to accept or reject of any or all Bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for MDNIY's action.

18.2 MDNIY also reserves the right to withdraw the work so awarded, from the firm if at any stage it is found/observed that the contractor does not have the appropriate expertise/manpower/logistics to execute the above event(s) or provides sub-standard service in either or both events. Payment to the contractor in such a situation shall be made on actual consumption / pro-rata basis subject to a maximum of Rs. 70 lacs.

18.3 In case of any discrepancy, the decision of Director, MDNIY is final.

19 NOTIFICATION OF AWARD:

19.1 MDNIY will notify Award Letter (AL) to the Successful Bidder(s) in writing by email (to be confirmed in writing by hand/post/e-mail) that its Bid has been accepted for award of job. The notification of (AL) will also be put on the website of MDNIY.

19.2 Execution of Agreement between MDNIY and Successful Bidder will constitute the formation of the Contract.

19.3 Upon the Successful Bidder's furnishing of Performance Security pursuant to **Clause 21** MDNIY will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 10.0** here in above.

20 SIGNING OF AGREEMENT:

20.1 At the same time as MDNIY notifies the Successful Bidder that its Bid has been accepted, it will call the Successful Bidder for signing the Agreement and handover the Contract Form provided in the Bidding Document, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties. Agreement shall be executed between MDNIY and Successful Contractor in the PROFORMA-B attached with this Bid.

20.2 Within a day of receipt of the final contract document, the successful Bidder shall put sign and date on the Agreement and return it to MDNIY. For avoidance of doubt, it is made clear that

Agreement shall be executed between MDNIY and Successful Bidder, only after submission of performance security by Successful Bidder.

21 PERFORMANCE SECURITY:

- 21.1 Within a day of receipt of AL from MDNIY, the Successful Bidder shall furnish to Institute the **Performance Security** for the amount specified in the AL issued by Institute to Successful Bidder and must be in the form of Bank Guarantee (BG) from any Nationalized/Scheduled Bank in India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Stamp Act purchased in the name of the Banker. The value of **Bank Guarantee is 5% of the total amount quoted** by the successful bidder in Price Bid.
- 21.2 The Performance Security specified above must be valid for 90 days after the date of expiry of the tenure of the contract. The same will be discharged by MDNIY not later than 30 days following its expiry.
- 21.3 The Institute shall have right to invoke the Performance Security against any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 21.4 The Institute shall not pay any interest on the Performance Security during its period of validity or extended validity.
- 21.5 Failure of the successful Bidder to comply with the requirements of clause 20 or 21 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

GERNERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means Agreement entered into between MDNIY and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **“The Contract Price”** means that the price payable to Contractor under the contract for full and proper performance of its contractual obligation;
- (c) **“The Work”** means that each and every activity required for the successful performance of the services described in Section II of the Terms of Reference.
- (d) **“Contractor”** means that the Successful Bidder performing the work under this Contract.
- (e) **“Contractor’s Personnel”** means that the personnel performing the work under this Contract.
- (f) **“MDNIY Personnel”** means that the personnel to be provided by MDNIY, the representatives of MDNIY are also included in the MDNIY’s personnel.
- (g) **“Agreement”** means the Agreement executed between MDNIY and Contractor for the purpose of the Contract.

2 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective from the date of execution of Agreement between MDNIY and Contractor (Successful Bidder).

2.2 **DATE OF COMMENCEMENT OF CONTRACT:** As per Section III (Special Terms & Conditions).

2.3 **DURATION OF CONTRACT:** As per Section III (Special Terms & Conditions).

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of the Contract:

3.1 Perform the work described in the Terms of Reference (Section-II) in most competent manner both technically & systematically and also in most economic and cost-effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of the Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting his Bid as to the

correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the Contract.

- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as MDNIY may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 40 **GENERAL OBLIGATIONS OF MDNIY:** MDNIY shall, in accordance with and subject to the terms and conditions of the Contract:
- 41 Pay Contractor in accordance with terms and conditions of the Contract.
- 42 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the Work.
- 43 Perform all other obligations required of MDNIY by the terms of the Contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable MDNIY and statutory safety requirement. Upon MDNIY's written request, Contractor, entirely at their own expense, shall remove immediately from assignment to the work; any personnel of the Contractor determined by MDNIY to be unsuitable and shall promptly replace such personnel with personnel acceptable to MDNIY without affecting Institute's work.
- 5.2 The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to their transportation to & from field site, enroute/local boarding, lodging medical attention etc. MDNIY shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English and Hindi language (both writing and speaking).

6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 6.1 Contractor shall not, without MDNIY's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of MDNIY in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 6.2 Contractor shall not, without MDNIY's prior written consent, make use of any document or

information except for purposes of performing the Contract.

- 6.3 Any document supplied to the Contractor in relation to the Contract other than the Contract itself remain the property of MDNIY and shall be returned (in all copies) to Institute on completion of Contractor's performance under the Contract if so required by MDNIY. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the MDNIY's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.

7.0 TAXES

- 7.1 Tax levied as per the provisions of India Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 7.3 The Contractor shall furnish to MDNIY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 7.4 Prior to start of operations under the Contract, the Contractor shall furnish MDNIY with the necessary documents, as asked for by the MDNIY and/or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 7.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate India Tax authorities and furnished to MDNIY within 03 months of the expiry of the tenure of the contract or such extended time as the MDNIY may allow in this regard.
- 7.6 TDS will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 7.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and MDNIY shall not assume any responsibility on this account.
- 7.8 All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the Contractor.

8.0 TAX:

8.1 The Contractor will have to bear all tax liability, as applicable.

9.0 INSURANCE

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- (a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - (b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - (c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under the Contract.
 - (d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - (e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - (f) Public Liability Insurance as required under Public Liability Insurance Act, 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per MDNIY's request in which case additional cost shall be borne to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to MDNIY prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of the Contract and Contractor fails for any reason to renew such policies, then MDNIY will renew/replace the same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 All insurance taken out by Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on MDNIY.

10.0 CHANGES/DEVIATIONS:

- 10.1** While awarding the work or during the performance of the work, MDNIY may make changes in the defined work or quantity required within the general scope of the Contract. There may be changes in methodology, and additions or deletions from the work or quantity to be performed. Contractor shall perform the work as changed. Changes of this nature shall be affected by written order (Change Order) by MDNIY.
- 10.2** If any change result in an increase in compensation due to Contractor or in a credit due to MDNIY, Contractor shall submit it estimates to the Institute. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set for the in the Change Order the amount of the compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 12 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11 GENERAL

- 11.1** Bidder must accept and comply with the following clauses as given in the Bid Document, failing which offer will be rejected-
- (i) Performance Guarantee Bond Clause
 - (ii) Force Majeure Clause
 - (iii) Tax Liabilities Clause
 - (iv) Arbitration Clause
 - (v) Acceptance of Jurisdiction and Applicable Law
 - (vi) Liquidated damage cum penalty clause
 - (vii) Safety & Labour Law
 - (viii) Termination Clause.
- 11.2** To ascertain the substantial responsiveness of the bid, MDNIY reserves the right to ask the bidder for clarification in respect of clauses and such clarifications fulfilling the clauses must be received on or before the deadline given by MDNIY failing which the offer will be forthwith rejected.
- 11.3** If any of the clauses contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 11.4** The bidder shall also intimate MDNIY, any of his subsequent involvement/ development in any civil/criminal case/proceedings right from the date of submission of bid to the expiry of this contract.

12 FORCE MAJEURE:

- 12.1** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure will stand suspended for the period during which such cause lasts. The

work 'Force Majeure' as employed herein shall mean Acts of God, wars, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind here in enumerated or otherwise which are not within the control of the Party to the Contract and which renders performance of the Contract by the said Party impossible.

- 12.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing within Seventy-Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Either Party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

13 SETTLEMENT OF DISPUTES AND ARBITRATION:

- 13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Agreement relating Contract or the breach thereof shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. *The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of situated at New Delhi.* The award made in pursuance thereof shall be binding on the parties.

14 NOTICES:

- 14.1 Any notice given by one Party to other, pursuant to the Contract shall be sent in writing or by e-mail and confirmed in writing to the applicable address specified below:

(a) Director
Morarji Desai National Institute of Yoga,
68, Ashoka Road, New Delhi - 110001

(b) Bidder/ Contractor

- 14.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

15 SUBCONTRACTING/ASSIGNMENT:

- 15.1 Contractor shall not subcontract, transfer or assign the Contract, in full or any part under the Contract, to any third party (ies). PSUs/CPSEs only are exempt from this condition.

16 MISCELLANEOUS PROVISIONS:

- 16.1 Contractor shall conform in all respects with the provisions of any Statute/Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation of public bodies and Companies as aforesaid and shall keep MDNIY indemnified against all penalties and liability of every kind for breach of any Statute, Ordinance or Law, regulation or bye-law.

17 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND/OR COMPLETION OF WORKS AND SERVICES:

- 17.1 Time is the essence of the Contract. In the event of the Contractor's default, in timely mobilization for commencement and/or in timely completion of works or services within the stipulated period, the Contractor shall be penalized and be liable pay liquidated damages @ 10 % of Contract value if the Contractor is not able to finish the work as per scheduled timelines given by MDNIY under **Part – III (Scope of Work)**.

- 18 **PERFORMANCE SECURITY:** The Contractor has to furnish to MDNIY a Bank Guarantee (5% of tender value) towards Performance Security before execution of Agreement. The performance security shall be payable to MDNIY as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. The bank guarantee will be discharged by MDNIY not later than 30 days following its expiry or completion of the work assigned.

- 19 **ASSOCIATION OF MDNIY PERSONNEL:** MDNIY personnel may be associated with the work if & where required, throughout the tenure of the Contract. This will include as Assessment Committee nominated by The Director, MDNIY for assessment/verification of the quantity and quality of work executed by the vendor. The like local travel, boarding/lodging cost etc., of MDNIY personnel will be borne by Contractor. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.

20 LIABILITY:

- 20.1 Except as otherwise expressly provided, neither MDNIY nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility what so ever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor irrespective of how such loss or damage is caused and even if caused by the negligence of MDNIY and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless MDNIY from and against such loss or damage and any suit, claim or expense resulting there from.

- 20.2 Neither MDNIY nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall

have any liability or responsibility what so ever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused and even if cause by the negligence of MDNIY and/or its servants, agents nominees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless MDNIY from and against such liabilities and any suit claim or expense resulting there from.

- 20.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their under writers to waive their right of subrogation against MDNIY and/or its under- writers, servants, agents, nominees, assignees, Contractors for loss or damage to the equipment of the Contractor when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 20.4** The Contractor here by further agrees to waive its right of recourse and agrees to cause its under- writers to waive their right of subrogation against MDNIY and/or its under writers, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

21 INDEMNITY AGREEMENT:

- 21.1** Except as provided here of Contractor agrees to protect, defend, indemnify and hold MDNIY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated here by, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22 PAYMENT PROCEDURE:

- 22.1** All payments due by MDNIY to Contractor shall be made at Contractor's designated bank.
- 22.2** Payment of any invoices shall not prejudice the right of MDNIY to question the validity of any charges there in, provided MDNIY within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which MDNIY questions.
- 22.3** The vendor shall provide all support to the assessment/verification work of the Assessment Committee, like providing information, providing access to the site, supporting counting/stock taking etc., and facilitate the said exercise.
- 22.4** Contractor will submit 3 (three) sets of all invoices to MDNIY address given under Para 13.1 above for processing of payment.
- 22.5** Invoices with original supporting documents duly countersigned by the MDNIY's representative/official wherever applicable will be submitted at the end of completion of the Project by the Contractor to MDNIY and payment shall be made within 30 calendar days from the date of receipt of invoice at the above office.

- 22.6** The original invoice should also accompany the following documents/details:
- (a) Copy of valid registration certificate under the Goods & Service Tax rules.
 - (b) Invoice (i.e. Tax invoice as per relevant Goods & Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Goods & Service Tax shown separately).
 - (c) Undertaking by the Contractor regarding compliance of all statutes.
 - (d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

22.7 The MDNIY shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice MDNIY's right to question the validity of the payment at a later date as envisaged in sub-clause 21.3 above.

22.8 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

22.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

23 WITHHOLDING

- 23.1** MDNIY may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect MDNIY from loss on account of:-
- (a) For non-completion of jobs assigned as per Section-II to of this Part-3
 - (b) Contractor's indebtedness arising out of execution of the Contract.
 - (c) Defective work not remedied by Contractor.
 - (d) Claims by others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - (e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
 - (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials tools, or machinery.
 - (g) Damage to another Contractor of MDNIY
 - (h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - (i) Any failure by Contractor to fully reimburse MDNIY under any of the indemnification provisions of the Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which MDNIY, under any circumstances in the opinion of

MDNIY may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demands made by MDNIY, fail to pay and discharge such indebtedness, then MDNIY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

232 Withholding will also be affected on account of the following:-

- (i) Order issued by a Court of Law in India.
- (ii) Income-Tax deductible at source according to law prevalent from time to time in India.
- (iii) Any obligation of Contractor which by any law prevalent from time to time be discharged by MDNIY in the event of Contractor's failure to adhere to such laws.
- (iv) Any Payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-held.

Notwithstanding the foregoing, the right of MDNIY to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

24 **APPLICABLE LAW:** The Contract including all matters connected with the Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in New Delhi. The Contractor shall have to obey other law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

25 **RECORDES, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit MDNIY and its authorized employees and representatives to inspect all the works performed and to check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by MDNIY's designated representatives and its authorized employees and representatives.

26 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid opening, if there is change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost of Contractor on account of the operation under the Contract, the Ministry of MDNIY / Contractor shall reimburse / pay Contractor / MDNIY for such additional/reduced costs actually incurred.

26 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent right, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending Party by the terms of the Contract or the specifications or drawings forming part thereof.

27 **WRONG/INCORRECT/MISLEADING INFORMATION:** It must be noted that any

information statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per Applicable Law.

- 28 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by MDNIY under the contract shall not impair such right, power or remedy nor shall any waiver by the Institute of any breach by the Contractor of any provision of the Contract prevent the subsequent enforcement of that provision by the Institute or be deemed a waiver by the Institute of any subsequent breach by Contractor.

TERMS OF REFERENCE/SCOPE OF WORK

SCOPE OF WORK

The 50 days and 25 days Countdown Events are a pre-cursor to the International Day of Yoga Main Event which shall be held on 21/06/2025. The Bidder has to design, fabricate, and operationalize the venue for mass Yoga demonstrations and provide event management services in all respects.

This event is likely to be attended by about 4000 to 5000 participants & guests. The scope of work would include fabrication of the stage & venue for participants. **A detailed indicative list of requirements is at Annexure II.** The list is suggestive in terms of requirement per event only. The bidder must draw the requirements as may be necessary for successful management of the event.

The Bidder will have to complete all the jobs by 09.30 PM on 01st May, 2025 for the 50 Day Countdown Event scheduled on 02.05.2025 and 09.30 PM on 26th May, 2025 for the 25 Day Countdown Event scheduled on 27.05.2025. The venue should be fully functional and open for inspection by the team of MDNIY officials for inspection thereafter. The work of dismantling and removal of fitting by the Bidder shall commence only after the close of the respective events.

SPECIAL CONDITIONS OF CONTRACT

1. **Commencement of Contract:** Fabrication should commence from 30th June, 2025 and 25th May, 2025 or before as per the availability of space for the 50 days and 25 days Countdown program respectively.
2. **Completion of Fabrication and erection:** Fabrication, Erection, furnishings etc. should be completed in all respects by 09.30 PM on 01st May, 2025 for the 50 Day Countdown Event scheduled on 02.05.2025 and 09.30 PM on 26th May, 2025 for the 25 Day Countdown Event scheduled on 27.05.2025.
3. **Dismantling of the venue structures:** After the completion of the respective events, fittings should be dismantled and removed by the contractor on same day. The cost of any time overrun will have to be borne by the contractor.
4. **Entry of Contractor's personnel, material, and any other goods:** The Contractor has to make all arrangements including security clearance, passes, etc. for the movements in and out of the venue and needs to obtain all necessary permissions from the concerned authorities and other related agencies. MDNIY will facilitate this to the extent possible in this regard. However, the primary responsibility in this regard will be of the Contractor.
5. **Items description:** The Contractor shall ensure that all the items in the scope of the work are "Made in India" wherever applicable. Samples of items to be supplied are required to be approved by the Competent Authority in the MDNIY.
6. **Option Clause:-** The buyer can increase/ decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
7. All the requirements of the Security Agencies / Management of respective Venues shall be complied by the contractor.
8. Any infringement/violation of the condition of contract shall make the contractor liable for being blacklisted by MDNIY and may affect its standing in Ministry of Ayush and other Central/Stat Govt. Ministries / Department / PSUs / Autonomous Bodies .
9. The conduct/execution of contract/ act of omission/commission shall in no way put to loss/peril MDNIY / any other party. In the event of occurrence, the contractor shall be solely responsible for the risk, cost & consequences.

PROFORMA – A

To,

LETTER OF AUTHORITY

The Director,
Morarji Desai National Institute of Yoga,
Ministry of Ayush, Govt. Of India
68, Ashoka Road, New Delhi-110023

Sir,

Sub: MDNIY GeM Bid Document No. _____

We _____ confirm that Mr.

_____ (address) is authorized to represent us to Bid, negotiable and conclude the agreement on our behalf with you against GeM Bid document No. _____ for hiring of services for organizing of 50 Days and 25 Days Countdown Events of Mass Yoga Demonstration on 02.05.2025 & 27.05.2025 respectively.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours faithfully,

Authorized person's signature:

Name:

Authorized Email Address:

Authorized Fax No:

Seal of the Bidder:

Note: - This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA – B

AGREEMENT FORM

This Agreement is made on _____ day of _____ 2025 between Director, Morarji Desai National Institute of Yoga having its office at 68, Ashoka Road, New Delhi – 110001, India here in after called as “**MDNIY/Institute/Buyer**” which expression unless repugnant to the context shall include Director, Morarji Desai National Institute of Yoga on the one part, and M/S - ----- (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include M/S - ----- (Name and address of Contractor) on the other part,

Where Morarji Desai National Institute of Yoga desires that Services as detailed in Annexure-I at the respective venues and related logistic support for celebration of 50 Days and 25 Days Countdown Events of Mass Yoga Demonstration on 02.05.2025 & 27.05.2025 respectively should be provided by the Contractor as detailed hereinafter or as MDNIY may require and MDNIY has floated GeM Bid No. _____ Dated _____ for aforesaid purposes and M/S _____ has been found as Successful Bidder.

AND WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc, in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said Services for MDNIY as per Section-II of Part-3 of Bid Document attached herewith for this purpose.

AND WHEREAS, MDNIY had issued to Contractor Award Letter No. _____ dated _____ based on _____ offer no. _____ dated _____ submitted by the Contractor against MDNIY GeM Bid No. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Agreement/Contract. However, should there be any dispute arising out of interpretation of this Agreement in regard to the terms and conditions with those mentioned in MDNIY's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Agreement shall be authorized solely by an amendment to the Agreement executed in the same manner as this Agreement.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows:-

1. In this Agreement words and expression shall have the same meaning as per respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following sections and Annexures

attached here with shall be deemed to form and be read and construed as part of this Agreement Viz:

- (a) Section-I Part-3 of Bid Document indicating the General Conditions of this Contract.
 - (b) Section-II Part-3 of Bid Document indicating the Terms of Reference
 - (c) Section-III Part-3 of Bid Document indicating the Special Terms & Condition.
 - (d) Section-IV Part-3 of Bid Document indicating the Schedule of Rates.
3. In consideration of the payments to be made by MDNIY to the contractor as hereinafter mentioned, the Contractor hereby covenants with MDNIY to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Agreement.
 4. MDNIY hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Agreement Price Rs... (Rupees.....Only) or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

IN WITNESS thereof, each party has executed this Agreement at New Delhi, Delhi as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of MDNIY

For and on behalf of Contractor

(M/s _____)

Name:

Status:

In presence of

1.

Name:

Status:

In presence of

1.

PROFORMA-C

Proforma of Bank Guarantee towards Bid Security

Ref. No.....

Bank Guarantee No.....

Dated.....

To,
The Director,
Morarji Desai National Institute of Yoga,
Ministry of Ayush, Govt. of India
68, Ashoka Road, New Delhi – 110001

Dear Sir,

1. Whereas Morarji Desai National Institute of Yoga, having its office at 68, Ashoka Road, New Delhi – 110001 India (hereinafter called MDNIY/Institute/Buyer which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a E- tender No._____and M/s___having Head office at_____(hereinafter called the 'Bidder/Contractor/Seller' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No... and Bidder having agreed to furnish as condition precedent for participation in the said e-tender and unconditional and irrevocable Bank Guarantee of Rupees(in figures)_____ (Rupees)(in words)_____only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting E-tender (NIT) and other terms and conditions contained in the Bid documents supplied by MDNIY which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

- 2 We (name of the bank)_____registered under the laws of_____having head/registered office at_____(hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by MDNIY, the amount of Rs._____ (in figures);Rupees (in words)_____ only) in aggregate at any time without any demur and recourse, and without MDNIY having to substantiate the demand. Any such demand made by MDNIY shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
 - (b) The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place form where e-tenders have been invited.
 - (c) This guarantee shall be irrevocable and shall remain in force up to which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not

later than the aforesaid date.

(d) Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs.(in figures)_____ (Rupees(in words)_____only) and our guarantee shall remain in force until (indicated the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MDNIY under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of MDNIY under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this
..... Day of..... at.....

WITNESS NO. 1

(Signature)

Full name and official address

Full name, designation and (in legible letters)

Official address (in legible letters) with Bank stamp

WITNESS NO.2

(Signature)

Full name and official
address (In legible letters)

Note:

- i. This Bank Guarantee/ all further communications relating to the Bank Guarantee should be forwarded to Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi - 110001
- ii. Bank Guarantee, duly executed as per the above format, is to be enclosed with the Bid

PROFORMA-D

PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No.

Date.

To,
The Director,
Morarji Desai National Institute of Yoga,
Ministry of Ayush, Govt. of India
68, Ashoka Road, New Delhi – 110001

Dear Sir,

1. In consideration of Morarji Desai National Institute of Yoga, having its office at 68, Ashoka Road, New Delhi – 110001 India India (hereinafter referred to as “**MDNIY/Institute/Buyer**” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated ____ (hereinafter called ‘the CONTRACT’ which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the ‘CONTRACTOR/Seller / Bidder’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MDNIY having agreed that the CONTRACTOR shall furnish to MDNIY a performance guarantee for Rupees. for the faithful performance of the entire CONTRACT.
2. We (name of the Bank) _____ registered under the law of _____ having head/registered office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Rs.(in figures) _____ (Rupees (in words) _____) without any demur, reservation, contest or protest and /or without any reference to the CONTRACTOR. Any such demand made by MDNIY on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and /or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MDNIY in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that MDNIY at its option shall be entitled to enforce this Guarantee against

the Bank as principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that MDNIY may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that MDNIY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Institute against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any Forbearance, act or omission on the part of MDNIY or any indulgence by Institute to the said CONTRACTOR (S) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of MDNIY under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till Institute discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MDNIY or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (Rupees (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MDNIY under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MDNIY under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ___ day
of 20__ at

WITNESS NO. 1

(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of Attorney No. _____ Dated_

WITNESS NO. 2

(Signature)

Full name and official Address

(in legible letters)

1. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding document.

PROFORMA –E

INTEGRITY PACT

The Integrity pact essentially envisages the agreement between prospective vendors / Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents.

The "Integrity pact on Govt. issued Stamp paper of Rs. 100 Duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/Stamp in every page.

.....PACKAGE FOR

BIDDING DOCUMENT NO.

INTEGRITY PACT

Between

Morarji Desai National Institute of Yoga (hereinafter referred to as "MDNIY/ Institute/Buyer/Employer")

And

.....(hereinafter referred to as "The Bidder/Contractor/Seller")

And

.....(hereinafter referred to as "JV Partner/Consortium Members"
(if applicable)

Preamble

The Employer/Buyer invites the bids from all eligible bidders and intends to enter into contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or contractor(s).

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer/Buyer

The Employer/Buyer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-

No employee of the Employer/Buyer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.

The Employer/Buyer shall, during the bidding process treat all bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.

The Employer/Buyer will exclude from the process all known prejudiced persons.

If the Employer/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer/Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and undertakings by the Bidder/contractor

The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

The Bidder/Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

The Bidder/contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder/contractor undertakes not to commit any offence under the relevant Laws of India; further the Bidder/contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical, proposals and business details, including information contained or transmitted electronically for purpose of competition or personal gain and will not pass the information so acquired on to others.

The Bidder/Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.

The foreign Bidder/Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

The Bidder/Contractor will not instigate and allure third persons/parties to commit offences outlined above

or be and accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future contracts

If the Bidder(s)/contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidders(s)/ contractor(s) from the bidding process or to terminate the contract, if signed on the ground.

If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor for any future tenders/Contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

A transgression is considered to have occurred if the Buyer after due consideration of the available evidence concludes that no reasonable doubts is possible.

The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

Subject to full satisfaction of the Employer, the exclusion of Bidder/contractor could be revoked by the Employer if the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4

Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

If the Employer has disqualified the Bidder/Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash contract performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of contract due to contractor's Default.

Section 5 Pervious Transgressions

The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise / Undertaking in India / any government Department in India.

If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this

ground.

Section 6 Company code of conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical practices) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the Employer or a person authorized by him.

The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all project documentations of the Employer including that provided by the contractor. The contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the bidder / contractor / Sub-contractors/ JV partners/Consortium member with confidentiality.

The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the contractor. The parties offer to the IEMs the option to participate in such meetings.

As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CEO of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Employer.

The IEMs will submit a written report to CEO of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the employer and, should the occasion arise, submits proposals for correcting problematic situations.

The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEMs decision before approaching any court.

If the IEMs have reported to CEO of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, government of India.

The word " IEM " will include Singular or Plural.

Section 8 Pact Duration

This pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded

Section 9 Miscellaneous Provisions

This Pact is subject to Indian Law. The place performance and jurisdiction shall be New Delhi.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

If the contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact at on this day of 20.....

Employer
Partner(s)/
Member(s)

Bidder/ contractor

Joint Venture
Consortium
(As Applicable) Witness

Witness

Witness

1. _____
2. _____

1. _____
2. _____

Technical Evaluation Format

TECHNICAL BID EVALUATION CRITERIA				
M/s. _____				
S. No	Parameter	Evaluation Criteria	Maximum Marks	Marks Obtained
1	Experience	1-3 Events (3 Marks)	10	
		4-7 Events (5 Marks)		
		8-12 Events (10 Marks)		
2	Financial Turnover of last 3 years	1-5 Crore (3 Marks)	10	
		5-10 Crore (5 Marks)		
		11 Crore & above (10 Marks)		
3	Offices	Pan India presence in at least 5 cities with one being in metropolitan city (7 marks)	10	
		Pan India presence in at least 7 cities with two being in metropolitan city (15 marks)		
4	Manpower & Infrastructure	10-30 (5 Marks)	10	
		31 & above (10 Marks)		
5	Presentation	Understanding of work (max 15)	60	
		Conceptualization (max 15)		
		Quality of presentation (max 15)		
		Overall knowledge (max 15)		
6		Grand Total	100	

FORMAT FOR SUBMITTING FINANCIAL BID

50 DAYS & 25 DAYS COUNTDOWN EVENT - 02ND MAY, 2025 AND 27TH MAY, 2025

(INDICATIVE LIST OF REQUIREMENTS AS PER SCOPE OF WORK)

FOR THE EVENT SCHEDULED TO BE HELD AT NASIK and LEH-LADAKH RESPECTIVELY ON 02.05.2025 & 27.05.2025					
S.No.	SPECIFICATION	QTY	UNIT	UNIT PRICE	TOTAL
1	VENUE				
i.	Entry Gate box gate at the Entrance which is made MS CRC pipe along with flex (may vary as per the venue)	2	Nos		
ii.	Registration Counter - Pagoda with Platform, carpet (approx. size 12x9)	1	Nos		
iii.	Health (First Aid)- Pagoda with Platform, carpet (approx. size 12x9)	1	Nos		
iv.	Fresh Unused Carpet (Green color) as required for Space for 5000 Pax.	100000	Sq.ft		
v.	Red Carpet for Entrance, passage, Stage & VIP Area.	5000	Sq.ft		
vi.	Wall Masking with 10-12 ft height with new cloth (white) with proper chunnat as per requirement to cover outer perimeter of the venue	1	R.Mtr		
vii.	Civil work related to Ground levelling, levelling, cleaning, etc., if required	---	LumpSum		
2	BRANDING, PUBLICITY & MERCHANDISING				
i.	Branding of the venue Stage Backdrop along, Podium branding, Pagoda fascia 10' x 1'.5", backdrop, Venue branding with long Banner 15' x 10', Standee 4' x 8' & Directional Signages 4' x 8' & all types of signages such as Exit, Entry, Parking, etc.	10000	Sq.ft		
ii.	City Branding & Outdoor Publicity (covering major spots of the city and at least 1 km radius around the venue for wide publicity)	10000	Sq.ft		
3	PRINTING WORK ETC				
i.	Invitation Card Size: 5.5 Width x 8.5 Length Inch Paper: 300 GSM Art Card both side No. of pages:4 Pages (Single folded) + Envelope (one side printing)Printing: Multicolor	50	Nos		
ii.	Badge : Size: 3.75 Width x 5.5 Length Inch Paper : 300gms Art Card matt Printing: Multicolor (one side Printing with good plastic Pouch, Lanyard, Numbering)	100	Nos		
4	STAGE				
i.	Elevated Stage (40 x 28 x 4)(with load bearing capacity of 3000 kgs) covered with Red Carpet with Ethnic decoration for the VIPs to move on the dais during yoga day along with 02. podiums with branding on 03 sides.	1	Nos		
ii.	Live stream Riser (12 x 4 x 6) 4Nos	4	Nos		
iii.	Media Riser (24 x 8 x 6) size may vary as per required	1	Nos		
iv.	FOR MAIN STAGE BACKGROUND and flex branding at both side	240	Sq. ft.		
v.	LED Screen : 12 x 8 x 4 with platform and all Wiring and Connectivity. Back side to be covered with	10	Nos		

	equal size branding to conceal wires / panel, etc.				
vi.	Sound System for at Venue with appropriate output for 5000 Pax	1	LumpSum		
vii.	Riser for Photo / Video - 8' x 8'	3	Nos		
viii.	Staff for Stage management (females only) to be included in manpower	2	Nos		
ix.	Big lamp for lamp lighting along with oil, batti, etc.,	1	Nos		
x.	Stage lighting arrangement	1	Nos		
xi.	Name plates with printed names of the Dias Dignitaries (as per the no. of guests), medicinal sapling pots, glass water bottles with glasses	1	LumpSum		
5	VIRTUAL, LIVE STREAMING, PHOTOGRAPHY & VIDEOGRAPHY				
i.	Photography & Videography for 1 days along with drone footage	1	LumpSum		
ii.	Virtual platform along with Live Streaming on social media platform with live relay on delay screen	1	LumpSum		
iii.	Internet Up to 1 GBPS	1	LumpSum		
iv.	CCTV setup for along with all accessories - to cover the entire area	1	LumpSum		
6	FOOD & BEVERAGES				
i.	VIP Breakfast with proper buffet system (menu to be decided beforehand)	120	Nos		
ii.	Packed Refreshments for 5000 people (One fruit, one small pack biscuit, Packed juice, napkin)	5000	Nos		
iii.	Glass Water bottles with glasses for VIP Lounge (for catering 120 pax)	1	LumpSum		
iv.	Drinking Water arrangement for 5000 pax inside venue with paper cups, wastebins, etc.	1	LumpSum		
7	FURNITURE				
i.	Table with white cover and frills Stall	10	Nos		
ii.	2 Sofa Seating	10	Nos		
iii.	Coffee table	5	Nos		
iv.	VIP Chairs for stage	12	Nos		
v.	Banquet Chair with clean white Cover	100	Nos		
vi.	Round Table	6	Nos		
vii.	Podium	2	Nos		
viii.	Dustbin	10	Nos		
ix.	Preparation of lounge room for VIP breakfast (120 pax)	1	LumpSum		
8	MANPOWER				
i.	Including Ushers, Promoter, Volunteers, housekeeping, security to manage the venue, stage, cleaning, carpet & mat laying, etc. during preparatory phase & on day of the event. All associated utilities such as jhaadus, cleaning utilities, batons, etc. to be included by the service provider)	40	Nos		
9	DECOR				
i.	Flower Decoration on Venue, Stage & Podium	1	LumpSum		
ii.	Planters for beautification the venue	300	Nos		
10	OTHER				
i.	AC Fan as per required	4	Nos		
ii.	Silent Genset 65KV 1, & 125KV- 2	3	LumpSum		
iii.	All electric work includes earthing, lighting, power point. Appropriate lighting arrangements to be ensured	1	LumpSum		

	by the Service Provider at its own end.				
iv.	VIP toilet van	1	Nos		
v.	Mobile Toilets for Public	20	Nos		
11	ACCOMMODATION				
i.	Rooms (single/double/triple occupancy) including all meal plan (For three days) (*Additional rooms may be desired as per requirement)	15	Nos		
ii.	One Meeting-cum-room with arrangement for storing 5000-6000 t-shirts & conducting a meeting with a gathering of 50 persons (arrangements for tea/coffee/cookies to be made on day of meeting)	1	LumpSum		
iii.	Control Room Set up with laptop, printer, WIFI connection, etc. with a capacity to hold 10 pax	1	Nos		
12	TRANSPORTATION				
i.	Appropriate arrangement of Local transportation for around 5000 pax from various pick-up points across the city to venue and back (non-ac buses) (Arrangement of parking to be ensured by Service Provider at its own end at no additional cost to the Department)	1	LumpSum		
ii.	Transport for VIPs/VVIPs (cars incl. hatchback/sedan/SUV as per requirement)	10	Nos		
iii.	Transportation of T-shirts & Yoga Mats 6000 each) from MDNIY, New Delhi to Venue (6000 each)	1	Per Kg		
TOTAL					
MANAGEMENT FEES OF THE AGENCY (IF ANY)					
TOTAL COST					
GST AS APPLICABLE					
GRAND TOTAL					

NOTE:

- THE ABOVE SCOPE OF WORK IS AN INDICATIVE LIST OF DELIVERABLES PER EVENT. BIDDERS ARE ADVISED TO WORK OUT THE FINANCIALS KEEPING IN MIND THAT BOTH THE EVENTS WITH THE ABOVE DELIVERABLES EACH NEED TO BE PROVIDED FOR. REQUIREMENTS MAY VARY AS PER EACH VENUE AND MAY BE INCREASED OR DECREASED AS PER THE DECISION OF THE COMPETENT AUTHORITY.
- ALL CHARGES RELATING TO TRANSPORTATION OF LOGISTICS, ETC., SHALL BE BORNE BY SERVICE PROVIDER. ENGAGING APPROPRIATE MANPOWER AND DISTRIBUTION OF REFRESHMENTS, LAYING OF MATS, ETC., SHALL BE THE SOLE RESPONSIBILITY OF THE EVENT MANAGEMENT AGENCY. HOWEVER, MDNIY MAY ISSUE APPROPRIATE INSTRUCTIONS WITH REGARD TO THESE TASKS FOR ITS SMOOTH EXECUTION WHICH SHALL BE ADHERED TO BY THE EVENT MANAGEMENT AGENCY.
- THE GROSS PRICE IS INCLUSIVE OF ALL TAXES & DUTIES ETC. NO OTHER CHARGES WILL BE PAYABLE BY MDNIY.
- ITEMS BROUGHT BY THE CONTRACTOR FOR FABRICATION, DISPLAY & EVENT MANAGEMENT SHALL BE TAKEN BACK BY HIM AFTER THE EVENT EXCEPT YOGA MAT / T-SHIRTS WHICH SHALL BE DISTRIBUTED AMONG THE PARTICIPANTS. MDNIY WILL NOT HAVE ANY CLAIM ON THESE ITEMS.
- THE ITEMS/SERVICES WHICH ARE NOT PROVIDED OR AVAILED, WILL BE REDUCED FROM THE GROSS AMOUNT OF BID. PAYMENT SHALL BE MADE ON ACTUAL USAGE BASIS FOR ALL ITEMS LISTED UNDER THE SCOPE OF WORK.

