REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT of EVENT MANAGEMENT AGENCY

State Mission for Clean Ganga
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter,
Hazratganj Lucknow, Uttar Pradesh 226001

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Part I

1. Invitation to Bid:

National Mission for Clean Ganga under Ministry of Water Resources, River Development & Ganga Rejuvenation has set objective to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management. Project Director, State Mission for Clean Ganga-UP, Lucknow invites tenders in two stage bid system i.e., technical and financial bid separately from the reputed and experienced Agencies/ Firms/Organizations/Bidders for "Empanelment of Event Agency for development and implementation any event organized by State Mission for Clean Ganga-UP.

1. In order to meet the Service requirements, the SMCG-UP proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.

2. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

3. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.

4. The purpose of SMCG-UP behind this RFP is to seek a detailed technical and commercial proposal for hiring of Agencies desired in this document.

5. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

6. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services to SMCG-UP are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent empanelment of the successful Bidder will be entirely at SMCG-UP's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SMCG-UP the proposed Services adhering to SMCG-UP's requirements outlined in this RFP.

1. Disclaimer:

1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SMCG-UP, is subject to the terms and conditions set out in this RFP document.

2. This RFP is not an offer by SMCG-UP, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed

by duly authorized official(s) of SMCG-UP with the selected Bidder.

3. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. SMCG-UP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
4. The SMCG-UP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
5. The SMCG-UP also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The issue of this RFP does not imply that the SMCG-UP is bound to empanel an agency/agencies for the Project/Events and the SMCG-UP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

2. Definitions:

1. "Agency", "Firm", "Company", "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to SMCG-UP in accordance with this RFP.

2. "Assignment / job"means the work to be performed by selected Event Management Agency pursuant to the Contract.

3. "SMCG-UP" means 'State Mission for Clean Ganga-Uttar Pradesh, Lucknow.

4. "Contract" means the agreement in a format approved by SMCG-UP , to be executed between SMCG-UP and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the SMCG-UP and in accordance with the Terms of Reference (TOR).

5. " Day"means English calendar day.

6. "RFP" means this Request for Proposal issued by SMCG-UP for the

engagement of Event Management Agency seeking proposal from Agencies.

7. “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.

8. “Proposal or Bid” means the bidder’s written reply or submission in response to this RFP.

9. “Financial Bid”means Commercial Bid and vice versa.

10. “Selected Bidder” or Selected Agency means Agency selected through the process enumerated in this process.

3. Overview:

a. 'Namami Gange' is an integrated project which aims at effective abatement of pollution, conservation, and rejuvenation of the River Ganga. The aim is to attain the twin objectives of effective abatement of pollution, conservation and rejuvenation of the revered River Ganga and all its tributaries under one umbrella. The Namami Gange Programme has resolved that no untreated municipal sewage or industrial effluent will be discharged into River Ganga.

   State Mission for Clean Ganga-Uttar Pradesh (SMCG-UP) is an extension of National Mission for Clean Ganga (NMCG) for the state of Uttar Pradesh which implements the Namami Gange and other related programmes through various executing agencies. As a part of the programme, SMCG-UP aims to empanel the agency which will operate under the overall guidance and supervision of the SMCG-UP , in alignment with the schemes, programs, and directives issued under Mission. They will be responsible for executing all assigned activities within their allotted geographical areas as per the approved plans and program modules issued by the Mission. During the period of empanelment, the agencies are expected to support Mission across all relevant programs, schemes and thematic areas, including the execution of supply-related and service-related tasks, in a time-bound and outcome-focused manner.

b. For the above stated purpose, SMCG-UP invites proposals from reputed and qualified Event Management Agencies {EMA} for rendering the services as mentioned herein.

c. The Proposal will be the basis for a formally signed Contract with the selected empanelled Agencies.

d. Agencies shall bear all costs associated with the preparation and submission of their bids. SMCG-UP is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the SMCG-UP. SMCG-UP also reserves the right to re-issue the RFP, if the SMCG-UP decides so.

e. SMCG-UP may in its sole discretion, but without being under any obligation

to do so, update, amend, clarify or supplement the information in this RFP document. SMCG-UP also reserves the right to not shortlist or appoint any or all Agency (ies) without assigning any reasons, whatsoever.

4. Purpose of Engagement:

a. SMCG-UP is looking to engage upto 5 Agencies for providing Event Management services (conceptualisation and implementation/Execution of events). The EMA agency should be highly regarded and recognized by the industry in India. The Event Management Agency will be empanelled on a contractual basis for a period of three years, subject to annual performance review. The SMCG-UP reserves the right to give an extension of upto one year over and above the contractual three year period subject to an annual performance review.

b. The lowest quoted rate (L1) among the empanelled agencies shall be considered the finalized rate, and all qualified agencies will be required to submit their formal acceptance of this rate. Work Orders will then be issued accordingly by SMCG-UP for the execution of services/supply within the specified geography and timeframe.

c. If selected bidder does not give his formal acceptance on lowest quoted rate (L1) then the next lowest ranking bidder may be considered.

d. The EMA will be responsible for developing and implementing any events to be organised by the SMCG-UP inclusive of, and not limited to promotional events, internal events, press conferences, analysts meet, conclaves, etc. The EMA will be responsible for conception of idea of the event, event design, and execution and other related and required aspects such as permissions from various govt. /other authorities, safety arrangements, insurance etc. As part of this, the EMA may be required to engage with any specialist service providers such documentary film production house, event venues, travel agents, etc. or other relevant service providers to deliver holistic solutions.

e. The SMCG-UP reserves the right to increase/decrease the number of agencies as required at it's sole discretion.

5. Scope of Work:

Mentioned in Annexure E

6. Eligibility & Technical Evaluation Criteria:

1. Bid is open to all Bidders who meet the eligibility (Annexure B) criteria of this document. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

2. No Bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.

7. **Cost of Bid document:**

a. The participating Bidders shall bear all costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the SMCG-UP or any other costs incurred about or relating to their Bid. The SMCG-UP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.
b. Any Bid not accompanied by Tender fee for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

8. Clarifications and Amendment of RFP Document

a. Agencies may request clarifications on any clause of the RFP document at the SMCG-UP Office. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the SMCG-UP. Should SMCG-UP deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para 9(b) below.

b. SMCG-UP may at its sole discretion, but without under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification on the etender.up.nic.in/ SMCG-UP website (SMCG-UP) under procurement news which shall be binding on all concerned. To enable the bidders to take into account the impact of the amendments in their proposals, SMCG-UP may, at its sole discretion, extend the deadline for submission of proposals. The bidders are advised to check etender.up.nic.in/ SMCG-UP website regularly till date of submission of bid document as specified in the schedule of events and ensure that clarifications/amendments/corrigendum issue by the SMCG-UP, if any, have been taken into consideration before submitting the Bid.

9. **Contents of Bid documents:**

1. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SMCG-UP has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
3. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
4. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the SMCG-UP and supporting documents and printed literature shall be submitted in English.
5. The information provided by the Bidders in response to this RFP will become

the property of SMCG-UP and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. Earnest Money Deposit:

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 500000/- (Rupees five lakhs only)
2. EMD is required to protect the SMCG-UP against the risk of Bidder's conduct.

   The EMD may be in the form of a **Bank Guarantee OR Bank Fixed Deposit Receipt (FDR) OR Through RTGS** must be submitted in favour of "Project Director, State Mission for Clean Ganga-UP," Payable at Lucknow in Union Bank of India, A/c No. 535102010704742 IFSC Code-UBIN0530221, Branch at Main Branch Lucknow (UP). for 45 days beyond the bid validity period. **[Annexure-F],** issued by a Scheduled Commercial Bank in India, .
3. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
4. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalisation.
5. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-F.**
6. No interest is payable on EMD.
7. The EMD may be forfeited: -
   i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
   ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
   iii. if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Letter of Acceptance.
   iv. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the SMCG-UP/this department, in future, as per sole discretion of the SMCG-UP.

11. Bid Preparation and Submission:

1. The Bid is to be submitted on e- tendering portal (https://etender.up.nic.in).
   a. Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
   b. Earnest Money Deposit (EMD) as specified (**Under Point 11 and Annexure F)** in this document.
   c. A letter on Bidder's letter head: -
      i. Mentioning details of EMD submitted, technical competence and experience of the Bidder.
      ii. Certifying that the period of the validity of the Bid is as per terms of this RFP.
      iii. Confirming that they agree with all the terms and conditions mentioned in the RFP.
      iv. Specific response with supporting documents in respect of Eligibility Criteria as mentioned(Pre-Qualification Criteria) in **Annexure-B**

d. Bidder's details as per **Annexure-D** on Bidder's letter head.

e. Any deviations sought from technical criteria/specifications given in RFP.
f. Audited balance sheets and profit and loss account statement for last three years

g. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
h. Presentation in the form of PPT in hardcopy (Print) in between 12-15 slides.

2. Bidders may please note:

a. The Bidder should note that all the documents along with the annexure should be in one Technical envelope.
b. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
c. Bids are liable to be rejected if only any of the documents is found missing in the technical bid received.
d. If deemed necessary the SMCG-UP may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted
e. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
f. The Bidder must provide specific and factual replies to the points raised in the RFP.
g. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
h. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
i. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
j. SMCG-UP reserves the right to reject Bids not conforming to above.
k. To participate in the e-bid, it is mandatory for the Bidders to get themselves registered with the e- tendering portal (https://etender.up.nic.in) ***[Registration cost and processing fee asper rule].***
l. A Bidder shall submit only one proposal in the same selection process, either individually as a Bidder or as a company/firm/LLP/private or public or government owned legal entity. No firm can be a sub-Bidder while submitting a proposal individually or as a partner of a joint venture in the same selection process. A Bidder who submits or participates in more than one proposal will cause all the proposals in which the Bidder has participated to be disqualified.

m. A signed and having seal on every page bid should be submitted online in the prescribed format of Bid Document uploaded in the

etender.up.nic.in. No other mode of submission is acceptable. Conditional bids would be rejected. In addition, a hard copy of the bid shall be submitted to the office by 15:00 hours (03:00 PM) on the bid closing date (DD/MM/YYYY).

12. Deadline for Submission of Bids:

1. Bidder shall submit their proposal on e-portal (https://etender.up.nic.in) upto DD/MM/YYYY, 15.00 Hrs
2. Bids must be received by the SMCG-UP by the date and time mentioned in the "Schedule of Events".
3. In case the SMCG-UP extends the scheduled date of submission of Bid document, the Bids shall be submitted on e-portal (https://etender.up.nic.in) by the time and date rescheduled. All rights and obligations of the SMCG-UP and Bidders will remain the same.

13. Modification and Withdrawal of Bids:

1. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the SMCG-UP, prior to the deadline prescribed for submission of Bids.
2. A withdrawal notice may also be sent by Email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
3. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
4. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
5. Withdrawn Bids, if any, will be returned unopened to the Bidders.

14. Period of Validity of Bids:

1. Bids shall remain valid for 180 days from the last date of submission. A Bid valid for a shorter period is liable to be rejected by the SMCG-UP as non-responsive.
2. In exceptional circumstances, the SMCG-UP may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the SMCG-UP will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
3. SMCG -UP reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

15. **Bid integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the SMCG-UP may take. All the submissions, including any accompanying documents, will become property of SMCG-UP. The Bidders shall be deemed to license, and grant all rights to SMCG-UP, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis

for RFP process.

16. Bidding process/Opening of Technical Bids:

1. All the technical Bids received up to the specified time and date will be opened for initial evaluation. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
2. On the bid opening date, technical Bid will be opened. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility.
3. SMCG-UP will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. SMCG-UP may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
4. Prior to the detailed evaluation, the SMCG-UP will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
5. SMCG-UP's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
6. If a Bid is not responsive, it will be rejected by the SMCG-UP and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. **Technical Evaluation:**

1. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the SMCG-UP at their cost

2. During evaluation and comparison of Bids, the SMCG-UP may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

18. Evaluation of Bids and Finalization:

1. A bid submitted with even a single document missing or not submitted in the prescribed format in the same can be rejected by the SMCG-UP.
2. The bidders will be empaneled based on the technical evaluation and Financial Evaluation..
3. Up to 5(L1 to L5) Agencies will be empaneled
4. Decision of the committee will be final and binding on all

19. Contacting the SMCG-UP:

1. No Bidder shall contact the SMCG-UP on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
2. Any effort by a Bidder to influence SMCG-UP in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

20. Powers to Vary or Omit Work:

1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by SMCG-UP. SMCG-UP shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify SMCG-UP thereof in writing with reasons for holding such opinion and SMCG-UP shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SMCG-UP confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
2. In any case in which the successful Bidder has received instructions from the SMCG-UP as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the SMCG-UP shall prevail.
4. The SMCG-UP reserves the right based on the circumstances or the nature of the event to award the event to any particular agency from the empaneled list or from outside.

21. No Waiver of SMCG-UP Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the SMCG-UP for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the SMCG-UP shall affect or prejudice the rights of SMCG-UP against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as

approval of the work done, or create liability in the SMCG-UP to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the SMCG-UP nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against SMCG-UP.

22. Contract Amendments:

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

23. SMCG-UP's Right to Accept Any Bid and to Reject Any or All Bids:

SMCG-UP reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SMCG-UP's action.

24. Performance Bank Guarantee:

1. **The Firms will have to deposit performance security @ 10% of the value of Contract in the shape of Bank Guarantee of any Nationalized scheduled Bank favouring:** Project Director, State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply, Government of Uttar Pradesh, 6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj Lucknow, Uttar Pradesh 226001, be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank and needs to be submitted within the specified time of receipt of formal communication from the SMCG-UP
2. The PBG is required to protect the interest of the SMCG-UP against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages as specified in clause 33 then also the SMCG-UP reserves the right to invoke the PBG.

25. Penalties:

As mentioned in **Annexure-G** of this RFP.

26. Right to Verification:

SMCG-UP reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

27. Right to Audit:

1. The Selected Bidder (Service Provider) has to get itself annually audited by

internal/ external empaneled Auditors appointed by the SMCG or any regulatory authority, covering the risk parameters finalized by the SMCG-UP / such auditors in the areas of Services provided to the SMCG-UP and the Service Provider is required to submit such certification by such Auditors to the SMCG-UP. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the SMCG-UP) shall facilitate the same SMCG-UP can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the SMCG-UP.

2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the SMCG-UP or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
3. Service Provider shall, whenever required by the SMCG-UP, furnish all relevant information, records/data to such auditors and/or inspecting officials of the SMCG-UP and or any regulatory authority. The SMCG-UP reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the SMCG-UP.

28. Subcontracting:

The empanelled EMA(s) is not allowed to do the sub-contracting for different activities/services as per the scope of work mentioned in the RFP.

The empanelled EMA(s) will be responsible for all the services provided to the SMCG-UP regardless of which entity is conducting the operations.

29. Limitation of liability:

1. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Bidder shall be liable for damages to the SMCG-UP arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.
2. The limitations set forth herein shall not apply with respect to:
   a) claims that are the subject of indemnification pursuant to IPR infringement,
   b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
   c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
   d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the SMCG-UP, provided such guidelines were brought to the notice of Service Provider.

30. Confidentiality:

1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the SMCG-UP relating to its business practices and their competitive position in the market place provided to the selected Bidder by the SMCG-UP in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the SMCG-UP.
2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, SMCG-UP shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
3. Any document, other than the Contract itself, shall remain the property of the SMCG-UP and shall be returned (in all copies) to the SMCG-UP on completion of the Vendor's performance under the Contract, if so required by the SMCG-UP.

31. Vendor's obligations:

1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
2. The Vendor is obliged to work closely with the SMCG-UP's staff, act within its own authority and abide by directives issued by the SMCG-UP from time to time and complete implementation activities.
3. The Vendor will abide by the job safety measures prevalent in India and will free the SMCG-UP from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the SMCG-UP responsible or obligated.
4. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
5. The Vendor shall treat as confidential all data and information about SMCG-UP, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the SMCG-UP as explained under 'Non-Disclosure Agreement' in ***Annexure-H*** of this document.

32. Patent Rights/Intellectual Property Rights:

1. The Bidder agrees that all data or information supplied by the SMCG-UP Successful Bidder in connection with the provision of Services by it shall remain the property of the SMCG-UP or its licensors.

2. Any licensed material used by the Service Provider for performing Services or developing Work Product for the SMCG-UP, the Service Provider should

have right to use as well as right to license for the outsourced services. Any license or IPR violation on the part of Service Provider should not put the SMCG-UP at risk.

3. The Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the SMCG-UP against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, trade secret, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement, subject to the following condition (s):

    a. The SMCG-UP shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

    b. The SMCG-UP shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent.

4. All Work Product prepared by the Bidder in performing the Services shall become and remain the sole and exclusive property of the SMCG-UP and all Intellectual Property Rights in such Work Product shall vest with the SMCG-UP. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the SMCG-UP under law, shall automatically stand assigned to the SMCG-UP as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the SMCG-UP may deem necessary to secure its rights herein assigned by the Bidder. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the SMCG-UP.
5. In the event that Bidder integrates any work that was previously created by the Bidder into any Work Product, the Bidder shall grant to, and the SMCG-UP is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product in any manner that the SMCG-UP deems appropriate.

33. Liquidated Damages:

If the Vendor fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the SMCG-UP may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages **mentioned in, Annexure G).** Once the maximum deduction is reached, the SMCG-UP may consider termination of the Contract.

34. Conflict of Interest:

1. SMCG-UP requires that Agencies provide professional, objective and impartial services and at all times hold SMCG-UP's interests' paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate

interests and act without any expectations/ consideration for award of any future assignment(s) from SMCG-UP.

2. Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SMCG-UP, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if SMCG-UP comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.

3. Employees of SMCG-UP shall not work for or be a part of the firm/company or Agency (ies). Similarly, employees of the Agency shall not have any right of employment in the SMCG-UP.

35. Fraud & Corrupt Practices:

1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the SMCG-UP shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

2. Without prejudice to the rights of the SMCG-UP if a Bidder is found by the SMCG-UP to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the SMCG-UP during a period of 3 (three) years from the date if such Bidder is found by the SMCG-UP to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

   (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SMCG-UP who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SMCG-UP, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial adviser of the SMCG-UP in relation to any matter concerning the Project;

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process

(c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;

(d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the SMCG-UP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

(e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

36. Termination for Default:

i. SM CG-UP, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

   a. If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SMCG-UP; or
   b. If the vendor fails to perform any other obligation(s) under the contract; or
   c. Laxity in adherence to standards laid down by the SMCG-UP; or
   d. Discrepancies/deviations in the agreed processes and/or Services.; or
   e. Violations of terms and conditions stipulated in this RFP.

ii. In the event the SMCG-UP terminates the Contract in whole or in part for the breaches attributable to the Vendor, the SMCG-UP may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the SMCG-UP for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ SMCG-UP's data or any other relevant information to the SMCG-UP in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the SMCG-UP.

iv. During the transition, the Vendor shall also support the SMCG-UP on technical queries/support on process implementation. or in case of provision for future upgrades.

v. The SMCG-UP's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the SMCG-UP at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the SMCG-UP shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the SMCG-UP, at no extra cost to the SMCG-UP, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Penalties, Annexure G)** on demand to the SMCG-UP, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

37. Termination for Insolvency:

The SMCG-UP may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SMCG-UP.

38. Termination for Convenience:

The SMCG-UP, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SMCG-UP's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

39. Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SMCG-UP or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Lucknow.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the SMCG-UP or unless the matter is

such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
Arbitration proceeding shall be held at SMCG-UP, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

40. Governing Language:

The governing language shall be English.

41. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Lucknow.

42. Taxes and Duties:

1. The Vendor shall be liable to pay all corporate taxes and income tax etc. that shall be levied according to the laws and regulations applicable from time to time in India.
2. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
3. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Service Provider.
4. The selected vendor shall bear all the legal and stamp duty costs once selected as part of the process.

43. Tax deduction at Source:

1. Wherever the laws and regulations require deduction of such taxes at the source of payment, the SMCG-UP shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SMCG-UP as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

2. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

44. Tender Fee:

The same should be furnished by the Bidders in the form of Demand Draft/ RTGS as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.
The completed proposal has to be submitted along with the requisite enclosures and demand draft of Rs. 1770/-(Including GST) towards fee of RFP (non-refundable) favouring "Project Director, State Mission for Clean Ganga-UP," Payable at Lucknow

OR (Through RTGS) favouring “Project Director, State Mission for Clean Ganga-UP” in “Union Bank of India, A/c No. 535102010704742 IFSC Code-UBIN0530221, Branch at Main Branch Lucknow (UP).

The said demand draft should be kept in the envelope containing the technical bid.

45. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email and confirmed in writing to other Party’s address. The notice shall be effective when delivered or on the notice’s effective date whichever is later.

46. Transition Clause:

In the event of failure of the selected bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the SMCG-UP at its sole discretion may make alternate arrangements for getting the services contracted with another vendor. In such case, the SMCG-UP shall give prior notice to the existing Selected Bidder. The existing selected bidder shall continue to provide services as per the terms of contract until a ‘New Agency’ completely takes over the work. During the transition phase, the existing selected bidder shall render all reasonable assistance to the new Agency within such period prescribed by the SMCG-UP, at no extra cost to the SMCG-UP, for ensuring smooth switch over and continuity of services. If the existing vendor is in breach of this obligation, they shall be liable for paying penalty of 10% of Contract Value on demand to the SMCG-UP, which may be settled from the payment of invoice for the contracted period.

49. Terms of Payment:

49.1 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the completion of the activity for necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.

49.2 Payment of non-BOQ items will be based on due justification of necessity and rate reasonability of the said element along with submission of third-party bills. EMA is required to submit a prior intimation regarding such usage of non-BOQ elements along with the associated costs.

49.3 SMCG-UP reserves the right to exercise the discretion to pay directly to any of the Agency’s vendors e.g.; Photographer,Documentary, Film production company etc. whose services would be utilized to implement any of SMCG-UP’s campaigns, Events or related work.

49.4 The Tax and GST component shall be payable as applicable and as per actuals and on submission of proof of GST payment.

50. Other Information:

50.1 The ownership of any creative content / props / material etc such as print / outdoor / on-line creative, TV commercials, radio jingles/spots, event set up material for which SMCG-UP has paid and any publicity material produced or designed through the Agency will at all-time rest with SMCG-UP and the Agency/copy writer/photographer/ producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material.

50.2 The Agency will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the SMCG-UP.

50.3 Raw Stock / unmixed versions/ unused footage and photographs of the TV commercials / creative will be the property of SMCG-UP and the same are required to be handed over to the SMCG-UP.

50.4 The Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. SMCG-UP will not be a party to any disputes arising out of copyright violation by the Agency.

50.5 The Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. SMCG-UP may assist the Agency in this regard, wherever possible.

50.6 The Agency will at no time resort to plagiarism. 'SMCG-UP' will not be a party to any dispute arising on account of plagiarism resorted to by the Agency. The agency will indemnify SMCG-UP against any claim, laws, damages, etc. arising out of the agency having resorted to plagiarism or violation & IPR of any third party

Part-II

50 . SCHEDULE OF EVENTS

S No	Particulars	Remarks
1	**Contact details, Email address for sending any kind of correspondence regarding this RFP)**	O/o Project Director, State Mission for Clean Ganga, 6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj Lucknow, Uttar Pradesh 226001 apd@smcgup.org,
2	**Bid Document Availability including changes/amendments, if any to be issued**	- RFP may be downloaded from Bank's website https:etender up.nic.in,www.smcgup.org
3	**Last date and time for Bid submission**	30-10-2026, 03:00 PM
4	**Date and Time of opening of Technical Bids**	02-11-2026, 03:00 PM Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.
5	**Tender Fee**	Amount Rs 1770/- (Including GST) Non-refundable by means of a DD orRTGS/NEFT payable at Lucknow in favour of Project Director, SMCG-UP
6	**Earnest Money Deposit**	Rs.500000/- **Validity period from the date of Bid opening -**

ANNEXURE–A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(to be included in Technical Bid Envelope)

Date: .....

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh,
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj Lucknow, Uttar Pradesh 226001

Sub: Empanelment of Event Management Agency for State Mission for Clean Ganga-UP

Dear Sir,

With reference to SMCG-UP, NIT NO....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Firms for the Project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of theFirms, and we certify that all information provided in the Proposal and in the Appendices, is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are truecopies of their respective originals.

3. This statement is made for the express purpose of appointment as the Firms for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same

   on any account whatsoever.

6. I/We certify that in the **last three years**, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a

penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

   a) I/We have examined and have no reservations to the RFP Documents;

   b) I/We do not have any Conflict of Interest in accordance with the RFP Document;

   c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firms, without incurring any liability to the Applicants.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indictedor adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Event Management for the Project or which relates to a grave offence that outrages the moral sense of the community.

   a. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Bidder of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision takenby the Authority in connection with the selection of Firms.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy is not awarded to me/us or our proposal is not opened or rejected.

13. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.

14. In the event of my/our firm being selected as the Firms, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have

no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordancewith the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)(Name and seal of the Applicant)

Annexure-B

Bidder's Eligibility Criteria & Evaluation Process

A	**Pre-Qualification Criteria**

S. No.	Eligibility Criteria	Documents to be submitted
1.	i. Should be a company registered under the provisions of the Indian Companies Act, 2013 / Companies Act, 1956, Proprietorship/ partnership or any other relevant act or laws of Government of India/States/UTs. ii. Registered with the Income Tax Authorities iii) Registered with GST Network	i. Copy of certificate of incorporation document along with name change if any ii. Copy of PAN Card Iii. Copy of GST registration certificate In case of proprietorship/partnership firms please submit copy of trade license/tax registrations certificate and partnership deed.
2.	i The bidder should have **an average annual turnover of minimum INR 75 lakhs in any three of the last five audited financial years** i.e FY 2020-21, FY 2021-22, FY 2022-23 & FY 2023-24, FY 2024-25 ii. The bidder should not have incurred losses in more than two years in the above mentioned five Financial Years.	i Certificate from the Chartered Accountant. ii The turnover details must be provided as per the format at **Annexure-D6** iii Copy of the audited balance sheets along Profit & Loss statement and Asset & Liability statement
3.	ii The bidder should have successfully executed at least 5 conferences/ meetings/Seminar events with a value of minimum INR 75 lakh for Government of India/State Government/PSUs/ Reputed Private Institutions/Industries. in the last 5 years.(FY 2020-21, FY 2021-22, FY 2022-23 & FY 2023-24, FY 2024-25) The contract/work order/tax invoice should be in the name of bidder by the organizer (third party work order will not be considered).	Work order/PO from the clients or Completion certificate from clients on client's letterhead. & Invoice/completion certificate of clients (Amount mentioned) for value of 75 lakhs and above events

4.	The bidder should not be blacklisted or made ineligible by Govt. of India/State Govt./Govt. Agencies for participation in bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Affidavit as per Annexure-K. (The bid shall be summarily rejected if the firm not furnish an affidavit on a Non-judicial stamp paper)
5	The Bidder should have **manpower of minimum 10 professionals,** having relevant experiemnce in organizing indoor/ outdoor events including VVIPs presence, as on date of issue of tender notice	. Details of Qualification and Experience of these professionals (as per **Annexure C1**)
6	Bidders may be required to make **a presentation** to provide clarification as required regarding the credentials/claims made against the pre- qualification criteria.	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.. Power of Attorney as per **Annexure L** of this RFP.

Annexure-C

B . Financial Evaluation Criteria

The Total Price of the financial bid will be calculated through a weighted sum of the price quoted for the BOQ Elements. The Vertical wise weights assigned to elements in BOQ sheets are as follows.

S. No.	Vertical	BoQ Range	Assigned Weight
1.	Personnel Required	1.01 to 1.06	10%
2.	IT equipment, Other equipment, Power Supply, Office Equiment	2.01 to 5.09	10%
3.	Audio/Sound Equipment, Video/Display Equipment, Lights (With Cabling)	6.01 to 8.06	30%
4.	Printing (with logo of the event supplied by SMCG-UP), Conference Kits	9.01 to 10.12	5%
5.	Branding, Backdrops & Signage, Flags and Name Plates (including installation)	11.01 to 12.13	10%
6.	Carpet & Flooring, Platform and Stage, Access Control, Facilitation at Airport	13.01 to 16.04	10%
7.	Furniture Items	17.01 to 17.32	20%
8.	Hangar Structure, Decoration- Floral Arrangements, Stationery, Others	18.01 to 22.02	5%

Financial Bid = Total Sum of (the prices quoted against BOQ range specified X Assigned Weight)

Bidders having lowest Five financial bids from L1 to L5 will be empaneled as EMAs with SMCG-UP . The selected EMAs must give an undertaking placed at **Annexure M** to execute the work **at the lowest rate for each item of the BOQ quoted by selected companies/Firms and lowest quoted rate of each item (while empanelment) will be the ceiling rate for that item**

a. Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail.

b. The bid price shall be in Indian Rupees.

c. The price quoted in the financial bid proforma should be excluding GST/ taxes.

d. If a bidder quotes NIL charges for any element, the bid shall be treated as non-responsive and will be rejected.

e. Every Bidder should quote for all the elements of the BoQ, else they will be considered disqualified/bid will not be considered.

f. If there tie between one or more bidder preference will be given to those bidder having

a higher turnover in the previous financial year.

Simultaneous events in different cities/venues are envisaged may be sometimes by the same EMA. EMAs therefore should have a robust planning for logistics arrangement in advance and manpower deployment at meeting locations.

Agencies to note that:

- Agency's primary business should be that of providing Event Management to help organizations' meet its objectives. The events management service cannot be just one of the peripheral services the agency offers.

- **"Empanelment shall not create any right or claim for award of work. SMCG-UP shall be free to allocate individual events/work orders amongst the empanelled agencies based on the nature, scale, location, technical requirement, past performance, availability of resources and other relevant considerations, subject to approval of the competent authority and availability of funds."**

- **"Empanelment shall not constitute any commitment on the part of SMCG-UP for award of any minimum or guaranteed quantum of work. Individual works/events shall be assigned to the empanelled agencies as per the actual requirement of SMCG-UP, availability of funds and approval of the competent authority, through separate Work Orders."**

- Agency or its' senior management team should have had work experience of at least 5 years in the Event industry with adequate staff strength with full back office support of technical staff across discipline. Experiences in either **Government of India/State Government/PSUs/Reputed Private Institutions/Industries** events or any other customer centric businesses would be preferred.

- Agency's talent pool should possess extensive experience to develop event ideas, plan and execute them across the country / State in all formats / venues. Any mainline, digital media or production jobs corresponding to such kind of jobs may be assigned to the appointed agencies at the SMCG's discretion after ascertaining the agency's capability.

- Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.

- Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bid not substantially responsive to this document in every respect will be at the Agency's risk and may result in rejection of the bid.

Documentary evidence must be furnished against each of the above criteria along with

an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Annexure C 1

Format for Details of Manpower

Sl No	Name & Designation	Date of appointment in the Current Company	Professional Qualification	Details of Porjects/works handled	Brief C.V.
1					
2					
3					

Curriculum Vitae (Cv) Of Professional Staff To Be Engaged With SMCG-UP

1. Name of Agency [Insert name of firm proposing the staff]:
2. Name of Staff [Insert full name]:
3. Proposed / Current Position:
4. Event management qualifications, if any Relevant Employment Record [Starting with present position, list in reverse order every relevant employment held by the staff member giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

   From [Year]: To [Year]:

   Employer:

   Positions held:

5. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned (this can be deleted since CV is being sought)

   a) List all tasks to be performed under this assignment

   b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]

      (i) Name of assignment or project:

(ii) Year:

(iii) Location:

(iv) Client:

(v) Main project features:

(vi) Positions held:

(vii) Activities performed:

Note:
Use separate sheets for different projects. Please provide at least 3 such client references)

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

Annexure-D

Bidder Details

SN	Parameters	Particulars/Description
1	**Name of bidding Agency**	
	(Name, Mobile No and e-mail of bidding Agency's official for sending important communication pertaining to this bidding process)	
2	**Address of Head office**	
3	**Primary business of the bidding Agency**	[not more than 20 words]
4	**Constitution of the bidding Agency**	
5	**Date of Establishment**	
6	**Years of Agency experience in below the line field**	
7	**Name of founding member of the bidding Agency** [give name of all members. In case founding member is no more with the Agency, mention reason with year]	SN | Name of member | Position held at the time of foundation | Position now held by the member 1 | | | | 2 | | | |
8	**Details of Statutory registrations of the Agency**	
9	**Name of bidding Agency's key functionaries** **a) Chief Executive Officer/Directors**	

	b) **Production Head/ Manager**				
10	**Any Awards or client appreciation letter after the event**				
11	**Financials of the Agency/firm for the last 3 years** (Mention amount in ₹)	[Annexure D6]			
12	**Complete list of Agency's current clients (as on 30.09ssss.2026)**	[Annexure D1]			
13	**List of clients acquired during last 5 years**	[Annexure D2]			
14	**List of the clients lost during last 5 years**	[Annexure D3]			
15	**Present Banker of the Agency/Firm**	S.N.	Name of the Bank	Branch and address	Account number
		1			
		2			
16	**Major Events handled, if any for single products/services/brand involving spend of Rs. 75/- lakh and above during last Five financial years**	Annexure D4			
17	**Details regarding litigations Agency / Firm has**	Annexure D5			
18	**If Agency/ Firm is maintaining website, its URL**				

Annexure D 1

(On the letterhead of the Agency duly stamped and signed)

Total List of Clients of the Agency

SN	Name of Client	Sector of client	Since year (in chronological order)
1			
2			
3			

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

Annexure D2

(On the letterhead of the Agency duly stamped and signed)

List of Clients Acquired during last 5 years

SN	Name of Client	Acquiring year (in chronological order)
1		
2		
3		

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

Annexure D3

(On the letterhead of the Agency duly stamped and signed)

List of Clients lost during last 5 years

SN	Name of Client	Year lost (in chronological order)
1		
2		
3		

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

Annexure D4

(On the letterhead of the Agency duly stamped and signed)

Major events handled above Rs. 75 lakhs during the last 5 FYs

SN	Name of Client	Campaign Description	Amount (Rs. In crs)	Date of Activity
1				
2				
3				
4				
5				

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

Annexure D5

(On the letterhead of the Agency duly stamped and signed)

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

SN	Other partyto litigation	Case no	Status of bidder in litigation (Applicant / Respondent)	Briefs of litigation
1				
2				
3				
4				

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

Annexure D6

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

TURNOVER CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. ……. having its Registered Office …… had achieved the following level of Turnover/Net profits/ Net worth in respect for the financial years mentioned hereunder:

(Rs. In Crores)

Particulars	**2022-23**	**2023-24**	**2024-25**
Turn over			
Net profit			
Net-worth			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors / Charted Accountants

Name:

Seal

Place:
Date:

Annexure-E

Scope of Work

1. Pre event planning as per event requirement
2. Planning and Execution as per event brief provided.
3. Concept development and presentation on suggested theme with rationale.
4. Set Designing and 3D rendering of Set.
5. Creative designing and print files generation as per developed concept as per corporate brand guidelines.
6. Sourcing of Event requisites such as giveaways.
7. Printing and branding as per print files provided.
8. Onsite Event Fabrication.
9. Onsite Technical Setup.
10. Sourcing of specialists as per event requirement.
11. Sourcing of any specialist as per event requirement e.g. Subject matter speakers, motivational speakers, team building experts etc
12. Artist Management and coordination
13. Arranging all required govt clearances/ permissions/ Licenses to conduct the event.
14. Local liaising with Hotel/Branch for smooth event setup and running of show.
15. Liaising with Company representative for the event flow or any special requirements.
16. Photography and videography of the Conferences.Timely submission of event photograph, video etc.
17. Timely event closure and submission of closure report
18. Airport and Hotel coordination for any branding requirement during arrival.
19. Equipment: Providing computers, with proportionate heavy-duty printers/photocopiers, scanners, laptops, LED/plasma screen in the Plenary Hall, public address system in the pre-function areas, fax machines, telephones, Clearcomms/VHF transmitters, DFMD scanners, generators with different voltages and capacity.
20. Delegate-kits/bags for delegates/participants comprising notepad, conference labeled pen, conference labeled pen drive, booklets, souvenirs, embossed business card holder, conference booklets.
21. Help Desks with English speaking trained receptionists, registration desk with laptops, country-wise mailboxes. Provision of, English/Hindi speaking Liaison Officers. Provision for ushers, escorts, qualified laptop operators/drafters etc.
22. Any other work related to event management or any other related work SMCG-UP may assign.

Above list is only indicative. Empanelled agencies must undertake and deliver any other event related aspect that SMCG-UP may brief.

-

ANNEXURE-F

FORMAT FOR EMD BANK GUARANTEE

FORM OF BANK GUARANTEE FOR BID SECURITY/EMD

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply,Government of Uttar Pradesh,
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj Lucknow, Uttar Pradesh 226001

WHEREAS _____ (Name of tenderer) (hereinafter called the tenderer) wishes to submit his tender EMPANELEMENT of EVENT MANAGEMENT AGENCY for State Mission for Clean Ganga- herein after called "the Tender" KNOW ALL MEN by these present that we_____ (Name of Bank) of _____ _____ (Name ofcountry) having our registered office at ( ) (hereinafter called the 'Bank') are bound unto the "State Mission for Clean Ganga-UP" (hereinafter called "the Employer") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake topay the amount of _____ Rs to the employer upon receipt of his first written demand without the employer having to substantiate his demand. The conditions of this obligation are:

(i) If the tenderer withdraws his tender during the period of Tender validity specified inthe Form of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him

owing to the occurrence of any one of the above conditions, specifying the

occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

"This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branchshall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs._____ in words) and the guarantee shall remain valid till _____ _. Unless a claim or a demand in writing is served upon us on or before-_____all our liabilities under this. guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

EMPLOYEE CODE NUMBER

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY) _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

ANNEXURE-G

Liquidated Damages and Compensation Clause

The appointed Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work to the agency, SMCG-UP may impose penalty as per the performance matrix detailed below:

Sl. No	Problem	Penalty
1	Non-functioning of AV equipments	5% of the value of work awarded
2.	Poor quality/deviation of furniture/collateral items	3% of the value of work awarded
3.	Poor quality of branding	3% of the value of work awarded
4.	Late completion of the setup (not completing the setup before 12 hours of starting of the event)	5% of the value of work awarded
5.	Inappropriate behavior of EMA personnel	3% of the value of work awarded
6.	Refusal to do the work	10% of the value of work and forfeiture of PBG of that work
7.	Late submission of bills related to events i.e. after 15 working days of the successful completion of work	0.5% of the value of work awarded per week of delay
8.	Variance/Deviation from work awarded	5% of the contract value of work awarded

The maximum amount of penalty which shall be recovered would be subject to a maximum of 10% of value of work along with forfeiture of PBG of that work and PBG for empanelment. PBG of empanelment will be forfeited in case the agency gets removed/blacklisted from panel. If the delay is beyond stipulated time/ refusal of work, then SMCG-UP may annul the project/work and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. In case of repeated occurrence of above mentioned problems an incremental penalty of 10% of value of the work awarded will be levied for each such occurrence. SMCG-UP may debar and blacklist these agencies for applying in its future events for a period of 3 years from the date of default.

The performance evaluation will be done on basis of:

a. Timely mobilization of resources

b. Preparation of venue and meeting set up in accordance with the timelines indicated by Ministry

c. On site validation and evaluation by designated officials of products used

d. Production of certificate of quality if so desired by officials

e. Manpower support and efficient coordination with Ministry

Compensation Clause: SMCG-UP reserves the right to claim compensation to cover its losses for organizing rest of the events at higher rate in case of non-performance or EMA rendering services which are not at par, leading to termination of contract. SMCG-UP may also recover the extra expenses that need to be borne by SMCG-UP

in case a new EMA/any agency has to be hired at a higher rate in case of non-performance of EMA.

Price Variation: In the event of lowering of government levies after the finalization of the contract, the selected bidder shall automatically pass on the benefits to SMCG-UP, and in the event of increasing of government levies after the finalization of agreement; SMCG-UP shall consider the case on merit and the pro- rata benefits to the selected bidder may be conserved if full reference with documentary evidence is submitted.

Fall Clause: If the rate contract holder reduces its price or sells or even offers to sell the rate contracted services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

ANNEXURE-H

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Lucknow between:

_____ constituted under the _____Act, _____ having its Corporate Centre at _____ _____(hereinafter referred to as "SMCG-UP" which expression includes its successors and assigns) of the ONE PART;

And

_____(hereinafter referred to as "_____" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____is carrying on business of providing _____, has agreed to _____for the SMCG-UP and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the SMCG-UP an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) The statutory auditors of the SMCG-UP and

(2) Regulatory authorities regulating the affairs of the SMCG-UP and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the

Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Lucknow and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive for a period of 3 (three) years post change or termination of the parties’ business relationship provided confidentiality obligations with respect to individually identifiable information, customer’s data of Parties, financial/account records or employee(s) records shall survive perpetual.

5. **Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this _____day of _____*2026* at _____

(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE-I

(On the letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE: NO OVERDUES

TO WHOMSOEVER IT MAY CONCERN

This is certifying that this Agency has no overdue owing to any Agency/Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporate/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

Signed at _____dated_____by_____

Designation_____for _____Agency

Seal of Agency

ANNEXURE–J

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water
Supply,Government of Uttar Pradesh,
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj Lucknow, Uttar Pradesh 226001

WHEREAS…… (name and address of Agency) hereinafter called "the Agency" has undertaken, in pursuance of Letter of Acceptance No.
……. Dated …….. to execute .....(Name ofContract and brief description of Works) (Hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Agency, up to a total of Rs……. (Amount of guarantee) (Rupees……. (in words), , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without your needing
to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of the completion of work

"This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branchshall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs._____in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shallcease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number& Telephone Number……

Name of the Issuing Bank/ Branch ……Name of the ControllingBranch/Bank…..

Address & Telephone Number……Address & TelephoneNumber…….

Date……..

In the presence of (if this is to be witnessed as per bank's policy) ……

1……
… (Name, Address & Occupation)

2……
… (Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids,if any and denominated in Indian Rupees.

Annexure k

DECLARATION

(on non-judicial stamp paper of Rs. 100/-)

To,

Project Director,
State Mission for Clean Ganga (SMCG),
6 Rana Pratap Marg, UP Jal Nigam Head Quarter, Hazaratganj,
Lucknow: 226 001

We hereby confirm that:

1. Our Firms/ Agency/ Institute/ Company have not been blacklisted by any authority at the time of bid submission.
2. Our Firms/ Agency/ Institute/ Company are not involved in any fraudulent activity at the time of bid submission.
3. Any Government Department has not charge sheeted our Firms/ Agency/ Institute/ Company, for which proceeding is going on.
4. Our Firms/ Agency/ Institute/ Company have not submitted any false information or documents in proposal.
5. We agree with all terms and conditions mentioned in this document.

Yours faithfully,

Signature of Authorized
Signatory
(With seal)

Name :

Designation :

Date :

Place :

Business Address:

-

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we_____(name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms_____(full name and residential address) who is presently employed with us and holding the position of_____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for this project, in response to the

< tender no > invited by the SMCG-UP, including signing and submission of all documents and providing information / responses to SMCG-UP in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this_____day of_____2026 For _____

(Signature)

(Name, Designation and Address):

Accepted
(Signature)

(Name, Title and Address of
the Attorney) Date:

Note:

a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
b) Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
c) In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure M

Proforma of Undertaking to execute work at item wise lowest rate from empanelled EMAs

(to be submitted on letter head of the EMA)

Date:_____ Tender No._____

It is hereby solemnly affirmed that if I/We (Name of Event Management Agency)

_____am/are selected for empanelment with SMCG-UP , I/We

_____

_____(Name of Event Management company) shall work at the lowest rate for each item of the BOQ quoted by selected companies.

(Name of EMA).

Authorized Signatory
Signature Name & Seal.