



Government of India
Ministry of Environment & Forests
Paryavaran Bhawan, CGO Complex, Lodi Road, New Delhi-
110003

NOTICE INVITING TENDER

for

Selection of Conference Facility

for Hosting

**11th Meeting of the Conference of Parties (COP 11) to the
Convention on Biological Diversity and 6th Meeting of
the Conference of Parties serving as the Meeting of the
Parties (COP/MOP 6) to the Cartagena Protocol on
Biosafety**

October 1 - 19, 2012

in India

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Section – I

Invitation for Proposal (Technical & Financial bids)

- 1.1 The Ministry of Environment and Forests (MoEF), Government of India (GoI) is hosting the 11th Meeting of the Conference of Parties (COP 11) to the Convention on Biological Diversity and 6th Meeting of the Conference of Parties serving as Meeting of Parties (COP/ MOP 6) to the Cartagena Protocol on Bio-safety from October 1 to 19, 2012 in India.
- 1.2 In pursuance of the above proposal, the Ministry invites tenders from the Conference Facility owners/lessees for organizing the above mentioned Conference in October 2012. The Conference Facility owners/lessees are invited to submit their proposals containing technical and financial bids (in separate sealed covers) to the Ministry for selecting the appropriate conference facility.
- 1.3 The Notice to Invite Tender (NIT) includes the following documents:
 - Statement of key parameters related to bid
 - Terms of Reference – Scope of the service
 - Bidding procedure
 - Instructions to Bidders (ITB)
 - General Conditions of Contract
 - Bid Submission forms
- 1.4 **Presentation:** Bidders may be requested to give detailed **presentation** of their proposal to the Ministry of Environment and Forests on their conference premises, equipment, utilities and supplies as well as the action plan to execute the proposed assignment and for any further clarification as required at a scheduled date and time to be informed separately.
- 1.5 You are requested to submit the bid in complete shape at the following address before the scheduled bid closing date & time specified in the NIT:

Shri Hem Pande,
Joint Secretary,
Room No 621, Ministry of Environment and Forests,
Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003
Tel. No. 011-2436 2551; Fax No. 011-2436 0894
E-mail: hempande@nic.in
- 1.6 **Important Note:** Regular updates and complete information on NIT process may be seen at www.moef.nic.in

Section II

Statement of Key Parameters related to Bid

Item	Description
Period for which the conference facility is required	Completion of the 11 th Meeting of the Conference of Parties (COP 11) to the Convention on Biological Diversity and 6 th Meeting of the Conference of Parties serving as Meeting of Parties (COP/MOP 6) to the Cartagena Protocol on Bio-safety – September 27 – October 20, 2012
Pre-bid meeting	1100 hrs on 23.03.2011
Last date for requesting any further clarifications	1700 hrs on 24.03.2011
Bid closing date	1700 hrs on 28.03.2011
Technical Bids opening	1130 hrs on 29.03.2011
Intimation of the result of Technical Bids and Opening of Financial Bids	1130 hrs on 01.04.2011 in office premises of the Joint Secretary, MoEF, Room No. 623, Sixth Floor, Paryavaran Bhawan, CGO Complex, New Delhi - 110 003.
Bid Validity Period	Valid for 120 calendar days from the bid closing date.
Period for signing of contract / agreement	Within 10 days from date of receipt of Letter of Intent (LOI) from MoEF

Section III

TERMS OF REFERENCE

3.1 Terms of Reference (TOR):

3.1.1 Background:

The Ministry of Environment and Forests (MoEF) is the nodal Ministry of the Government of India at the national level for all matters relating to biological diversity. It undertakes policy formulation, planning, programming, promotion and co-ordination functions on all aspects relating to biodiversity.

India is one of the 193 countries, who are Parties to the Convention on Biological Diversity (CBD). Adopted at the Earth Summit in Rio de Janeiro in 1992, the CBD is an international treaty covering all aspects on biodiversity conservation. It has three objectives: a) the conservation of biological diversity; b) the sustainable use of biodiversity; and, c) the fair and equitable sharing of the benefits arising out the utilization of genetic resources. (For details, refer www.cbd.int)

The Conference of Parties (CoP) is the governing body of the CBD, and advances implementation of the Convention through the decisions it takes at its meetings held once in two years. To date, the COP has held 10 ordinary meetings. The 10th meeting of CBD COP was hosted by the Government of Japan at Nagoya in Oct 2010, wherein over 8,000 delegates had participated from 193 countries (including, Ministers for three days of high level segment), UN and bilateral, multilateral agencies, private sector, academia, non-governmental organizations. Interactive fair/ exhibition on biodiversity being organized in conjunction with COP 10 presented a great opportunity for all the concerned stakeholders from around the world to present, discuss, and share their projects and issues focused on biodiversity. The 11th Conference of Parties to the Convention on Biological Diversity will be hosted by the Government of India from 1 – 19 October 2012.

3.1.2 AIM:

India has a long history of conservation and sustainable use of natural resources. Over the years, we have taken several key initiatives to conserve biological diversity, which also fulfill the objectives of the CBD at the national level. India has the potential of emerging as the world leader in the field of biological conservation in the coming years thus, showcasing the country's initiatives but also to define global agenda on biodiversity conservation and management.

The Conference will have the participation of about 8000 delegates (maximum of about 5,000 on any given date) from more than 193 countries, including several Ministers for 3 day of high level segment, UN, bilateral, multilateral agencies, private sector, financial institutions, academia, civil society organizations and others.

3.1.3 **FORMAT:**

The CBD COP 11 would consist of two components: I. A conference with associated side events and II. Exhibition:

- I. The 6th meeting of the CoP serving as the meeting of the Parties (MoP) to the Cartagena Protocol on Bio-safety and the 11th meeting of the CoP to CBD will be held from 1 to 5 October and 8 to 19 October 2012, respectively, and the high-level segment will be held from 17 to 19 October 2012. The meetings will be spread over to various sessions and will have variety of formats, ranging from opening and closing plenary sessions, working groups, contact groups, workshops, discussions, keynote speeches, multimedia presentations, public lectures, debates, hands-on experiences etc. Some of these will run parallelly. In addition, the programme would also have cultural evenings/ social programmes followed by dinner on selected conference days.
- II. An international exhibition would be organized on the sidelines of the conference venue itself or in an adjacent venue (within a radius of one kilometer) to provide an opportunity for Governments and a variety of organizations to showcase their initiatives for biodiversity conservation.

3.1.4 **Conference Facilities required:**

3.1.4 (A) **PREMISES**

- (a) Plenary and Working Group I room: A room to accommodate 2000 + participants
- (b) Working Group II room: A room to accommodate 1000 to 1500 participants
- (c) 4 halls with a capacity of 200 + persons in theatre style
- (d) An exhibition area of around 2500 sq. metres within or near the meeting venue (1 Km radius)
- (e) About 40 rooms to accommodate 50+ persons for meeting in theatre style/meeting room style either within the same premises where (a), (b) & (c) above are available or in close vicinity (1 Km radius)
- (f) A large open area at the entrance or lobby of the meeting venue to accommodate registration desks
- (g) An open area of about 120 sq. metres for document distribution counters and pigeon holes

- (h) Adequate space for
 - i. Cyber Café
 - ii. Promotional materials display area
 - iii. Delegates and participants lounges
 - iv. Information desk
 - v. Bank
 - vi. Post office
 - vii. Business centre
 - viii. Cultural events and lunch/dinner for about 1500- 3000 persons
- (i) Adequate Catering space for cafeterias, restaurants and snack bar (food court) for the expected number of participants and conference staff near the meeting venue.
- (j) 10 rooms in a nearby hotel to be made available for the establishment of a Secretariat 5 days prior to and till 2 days after the meeting dates.
- (k) About 2000 desks equipped with microphones and power sockets for laptops and 5000 chairs of international standard. These desks and chairs would be fitted in the above rooms as per the directions of the Ministry of Environment & Forests by the facility owner/lessee.
- (l) Availability of Wi Fi facility in the entire premises mentioned above
- (m) The entire venue should be compliant with fire safety regulations.
- (n) All the rooms, meeting halls and the exhibition area must be air-conditioned.

The premises mentioned at (a), (b) and (c) above must be essentially available within the main premises at the time of bidding. The remaining premises mentioned above can be made available nearby the venue (within 1 Km radius of the main premises). These premises have to be of international standard. The facility of simultaneous interpretation in 6 United Nations languages has to be available in (a) & (b) above.

3.1.4 (B) **OTHER REQUIREMENTS**

- a) The conference venue should conform to the security arrangements as per section 3 of the Convention on Privileges and Immunities of the United Nations.
- b) Ample hotel and restaurant facilities (availability of about 5,000 participant rooms in various star categories hotels) in the city, where conference venue is located.
- c) International connectivity.
- d) Good road network and IT connectivity of the city.

3.1.5 **Eligibility**

- I. The applicant must be a Conference Facility owner/lessee and must substantiate with documentary evidence.

- II. The applicant should have handled not less than 6 (six) prestigious international events with at least 2 exceeding 2500 delegates and must substantiate with documentary evidence.
- III. The average annual minimum turnover of the owner/lessee should not be less than Rs 10.00 crore for the last three years.

3.2 Tender Specification

3.2.1 Two Part Tender

Sealed tenders are invited in two-part system. Part-I will be technical bid and Part –II will be financial/price bid.

Section IV

Bidding and Evaluation Procedure

4. Bidding Procedure

- 4.1.1 **Bid submission:** Offers should be made in two parts namely, “*Technical bid*” and “*Financial bid*” and in the given format. Each offer should be sealed and placed in a separate envelope super scribed “Technical bid” and “Financial bid”, as the case may be. The bidder should put these two sealed envelopes in one envelope with covering letter of the firm on its letter head and submit the same to: **The Joint Secretary, MOEF, Room No. 621, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi** by the specified date and time superscribing “**Tender for organizing CBD COP 11 in India**”. If the envelopes are not sealed and marked as instructed, such tenders may be disqualified. Name of the bidder and contact address should also be written on the envelopes.
- 4.1.2 The Technical bids will be opened at **1130 hrs on 29.03.2011** in the Conference Room No. 623, Sixth Floor, Ministry of Environment and Forests, Paryavaran Bhawan, CGO Complex, New Delhi in the presence of available bidders/ authorized representative of bidders, who wish to be present. The date and time of opening financial bids will be intimated in case of any change in the schedule.
- 4.1.3 **Late Bid:** Any bid received after the deadline for submission of bids **shall not be accepted** and returned unopened to the bidder.
- 4.1.4 Normally Courier Service Personnel are not allowed in the building. In case the tenders are sent through courier, they are to be dropped only in the tender box placed in Central Registry Section of MOEF (*Ground Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi*) by the courier agency. Any delay in receipt or delivery of tenders, beyond schedule closing time will not be accepted by the MoEF under any circumstances and the Ministry will not owe any liability for any delay / non-dropping of the tender document into the tender box.
- 4.2.1 **Technical Bid:**

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

- I. Title Page with a title of the bid, bidder’s name and address, contact person and **contact details** such as: telephone (Mobile as well as Landline), Fax No. and e-mail details (**Form F-I**).
- II. An introductory letter addressed to the Joint Secretary, Ministry of Environment and Forests, C.G.O Complex, New Delhi-110003, identifying full details of the bidder and signed by the bidder or the

person or persons authorized to sign the bid on behalf of the bidder and the statements made in the bid document.

- III. Table of contents including page numbers.
- IV. Summary of the key features and highlights of the bid.
- V. **Detailed technical description** of the facilities as mentioned in section 3 of this NIT.
- VI. **Details of experience** as mentioned in section 3 of this NIT in **Form (F-2)**.
- VII. **Concept & implementation Schedule**, approach and Methodology in **Form (F-3)**, which *interalia* should include the following:
 - a) This should reflect the complete knowledge and holistic understanding of the requirements of the assignment and methodology to address the same.
 - b) Detailed description of how planning and implementation of this assignment would be approached and conducted.
 - c) Bidder's specific and detailed expectations, i.e., the support expected from MoEF, if any, (operational & technical) throughout the Conference and Exhibition.
- VIII. **Details of Project Team suitability & experience.** The bidder should provide a list of personnel proposed to be deployed for the assignment, outlining specifically the qualifications and experience of each person relevant to this project and each member's role, responsibility and timing in the organizing the Conference and Exhibition.
- IX. **Risk Management:** Any risk assumptions must be included as part of the bid and must clearly state quantifiable impact if assumptions are not met. Any conditions with which MoEF must comply, to ensure the success of the proposed approach must be stated and resultant negative impact of MoEF's failure to comply should also be included. Any identification of any constraints that may be associated with this project and how they will impact on the success of the project should be indicated.
- X. Check List in Form **(F-5)**.
- XI. Wherever a specific format is prescribed in the bid document, the bidder shall use the format to provide relevant information. If the format does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

4.2.2 **Financial Bid:**

The financial bid should contain fees/charges for the conference facilities requested in section 3 of the NIT in the format as given in **Form F-4**.

The Ministry shall award the job to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the assignment satisfactorily. MoEF shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.

4.3 **Bid Prices**

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

4.4 **Pre-bid Meeting**

All the bidders can participate in the pre-bid meeting to seek clarifications on the bid, if any. Pre-Bid Meeting will be held at the following date, time and venue:

Date and Time: 1100 hrs on 23.03.2011

Venue: Ministry of Environment & Forests
Conference Hall, 623, Sixth Floor
Paryavaran Bhawan, CGO Complex,
New Delhi – 110 003

4.5 Standard Procedure for Opening and Evaluation of Bids

4.5.1 Outline of bid Opening procedure:

Bidders should offer prices for all the items/services to be provided including partitions and the temporary constructions including desks and chairs for the event, otherwise, the bid will be considered as non responsive and not considered for further evaluation.

- 4.5.2 The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in technical stage to make him eligible for evaluation in the financial bid. Immediately after the closing date and time, the technical bids will be opened by the Selection Committee for further evaluation. Thereafter, the financial bids of only those bidders will be opened who qualify in Technical Evaluation.

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

4.6 General Guidelines for Bid Opening and Evaluation

4.6.1 Opening of Bids

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

4.6.2 Preliminary Examination of Bids

Preliminary scrutiny will be made to determine whether the bid is complete, whether any computation errors have been made, whether the documents have been properly signed, and whether the bids are generally in order. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The TEC may waive any minor infirmity; nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Prior to the detailed evaluation, the TEC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. If a bid is not substantially responsive, it will be rejected by the TEC and may not subsequently be made responsive by the bidder by correction of the nonconformity. The TEC may visit the facility for inspection at its discretion before taking a final decision.

4.7 Presentation of bids

During evaluation of the bids, the TEC may, at its discretion, ask the bidder for clarification of its bid/presentation.

4.8 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify Ministry of Environment and Forests contact person. The replies will be given in the pre bid meeting

4.9 Amendment of Bidding Documents

4.9.1 At any time prior to the deadline for submission of bids, Ministry of Environment and Forests, at its own initiative, may modify the bidding documents by amendment and post it on the Ministry's website www.moef.nic.in.

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

4.10 Cost of Bidding

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

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

4.11 Validity of Bids

All bids shall remain valid and open for acceptance for a period of 120 calendar days after the date specified for receipt of bids. In exceptional circumstances, Ministry of Environment and Forests may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However a bidder granting the request will not be permitted to modify its bid.

4.12 Ownership of Bids

All documents, including bids, submitted to the Ministry of Environment and Forests become the property of the Ministry.

4.13 Acceptance of Bids

This invitation to Bids should not be construed as an agreement to assigning the job of Conference Facility owner/lessee. MoEF is not bound to enter into a contract with the bidder who submits the lowest priced/financial bid. Bids will only be assessed in terms of the evaluation criteria.

4.14 Modification and Withdrawal of Bids

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

4.15 Proposal Evaluation

The elimination on technical grounds will take place in three stages as at (I) (a), (I) (b), and (I) (c) below.

- (I) The availability of the conference facilities required (as mentioned in section 3), competency, experience and background of conference facility owner will be considered in technical evaluation on the basis of the following criteria:

- (a) In the **first stage** Non compliance of the requirements mentioned in Para 3.1.4. (A) Sub-para (a), (b) (c) & (d) will lead to **outright rejection of the bid**. These requirements are reproduced as under:

- **Plenary and Working Group I room: A room to accommodate about 2,000 + participants**
- **Working Group II room: A room to accommodate about 1,000 to 1,500 participants**
- **halls with a capacity of about 200 + persons in theatre style**
- **An exhibition area of around 2500 sq. metre near the meeting venue**

- (b) In the **second stage**, compliance to requirements mentioned in Para 3.1.4 (A) sub para (e) (f) (g) (h) & (i) will be considered. The criteria for assessing the nature and space available for these facilities will be as under:

Built up area* as required in sub para (e) to (i) of para 3.1.4 (A) in sq. metre on the main premises (p)	Built up area* as required in sub para (e) to (i) of para 3.1.4 (A) in sq. metre in the vicinity (1 Km radius) (q)	Covered area* without partition on the main premises (r)	Covered area* without partition in the vicinity (s)
1.00	0.75	0.50	0.25

* The area has to be air-conditioned

In order to qualify the bidder must score 1600 marks under this category. To illustrate, if a bidder has 1000 sq. metre in (p), 800 sq. metre in (q), 500 sq. metre in (r) and 600 metre of (s), the bidder will score $1000 \times 1.00 + 800 \times 0.75 + 500 \times 0.50 + 600 \times 0.25 = 2000$ and become eligible to compete further.

(c) In the **third** stage of technical evaluation, the short-listed bidders will be evaluated according to the following criteria:

S.No.	Attribute(s)	Score
1	Conceptualization of project and Description of the methodology and work plan for performing this assignment	20
2	Relevant past international conference experience with size and value (duly authenticated with supporting documents)	20
3	Client profile (Central Government department/international bodies/ PSUs/ State Governments, number of clients, testimonials and references)	10
4	Expertise, skill-sets, and the manpower strength along with Staff profile	20
5	Security arrangements, hotel restaurant facility, international connectivity and road and IT connectivity (as mentioned in para 3.1.4 (B)- Other Requirements- (a) to (d)	20
6	Annual Turnover of the Company/firm	10
	Total	100

In order to be successful one must score 75 marks out of a total 100 as above.

(II) Financial bid evaluation:

The bidder quoting the lowest total cost will be considered successful.

4.16 Contacting Ministry of Environment and Forests (MoEF)

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

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

4.17 Notification of Award

Prior to expiry of the period of bid validity, MoEF will notify the successful bidder in writing, that its bid has been accepted.

4.18 Earnest money

The bidders will be required to submit a earnest money of Rs 1,00,000/- (Rupees one lakh only) in the form of a bank draft drawn in favour of 'Ministry of Environment and Forests' alongwith the bid. The earnest money will be refunded after a final decision to award the bid is taken.

4.19 Payment terms

The payment terms will be finalized in the pre-bid meeting.

4.20 Signing of Contract

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

4.21 Corrupt, Fraudulent and Unethical Practices

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

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

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to detriment of the

MoEF and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the MoEF of the benefits of free and open competition,

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

4.22 Liquidated Damages

Should the work be not completed to the satisfaction of MoEF within the stipulated period, the MoEF reserves the right to procure/provide the facility from other sources and recover the cost from the payment due to the Conference facility owner/lessee upto a maximum of 10% of contract amount.

4.23 General/Miscellaneous:

4.23.1 The prospective bidder should notify MoEF of any error or discrepancy found in this NIT document.

A prospective bidder, by responding to MoEF, will be deemed to have accepted the terms and instructions and disclaimer.

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

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

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

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

Section V

General Conditions of Contract (GCC)

5.1 Definitions

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

- 5.1.1 Bidder means any company/firm offering the facility, service(s) and/or materials required in the NIT. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom Ministry of Environment and Forests signs the agreement for rendering of services for organizing the CBD COP 11 in October, 2012 in India.
- 5.1.2 Financial Bid means that part of the offer that provides price schedule and total costs including cost of consumables such as electricity, water etc.; taxes, etc.
- 5.1.3 Firm/Company means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- 5.1.4 Technical Bid means that part of the offer that provides information to facilitate assessment by MoEF, professional, technical and quality standing of the bidder and the facilities offered by him and their conformity to requirements.
- 5.1.5 Prime Bidder means a member of a consortium of companies who is primarily and solely responsible to MoEF for provision of conference facilities and other services as per terms and conditions of the agreement.
- 5.1.6 Contractor means successful bidder with whom MoEF enters into an Agreement or Contract for providing conference facilities and other services.
- 5.1.7 **Employer** means MoEF with whom the Contractor would into an Agreement/ Contract for providing facilities and services for organization of the Conference.
- 5.1.8 Specification means the functional and technical specifications or statement of work, as the case may be.
- 5.1.9 Notice to Invite Tender or Invitation for Bids means the detailed tender notification seeking a set of facility (s), service(s), materials or any combination of them.

5.1.10 Two part Bid means the technical and financial bids are put in separate covers and their evaluation is sequential and in that order.

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

5.1.12 "MoEF" means Ministry of Environment and Forests, Government of India.

5.1.13 "Contract" means the agreement entered into between the Ministry of Environment and Forests and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

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

5.1.15 "Incidental Services" means those services ancillary to the supply of the goods and services and other obligations of the bidder covered under the contract;

5.2 Application

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

5.3 Use of Documents and Information

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

5.3.2 The Bidder shall not, without prior written consent of Ministry of Environment and Forests, make use of any document or information made available for the project, except for purposes of performing the Contract.

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

5.4 Indemnity

Bidder shall indemnify, defend and hold harmless Ministry of Environment and Forests and their respective officers, employees, successors and assigns, from and against any claim and or losses arising from claims out of this contract/agreement by third parties.

5.5 Insurance

It is expected that the bidder takes insurance for relevant facilities, infrastructure, exhibition and activities in a freely convertible currency against loss or damage arising due to unforeseen events.

5.6 Payment of Service Charges (Fee)

5.6.1 The bidder's request(s) for payment shall be made to the Ministry of Environment and Forests in writing, accompanied by an invoice describing, as appropriate, the facilities/ goods/service delivered/ performed.

5.6.2 Payments shall be made by the Ministry of Environment and Forests, within 30 days after submission of a valid invoice or claim by the bidder.

5.6.3 The currency of payment will be Indian rupees.

5.6.4 Prior to making any such payment, the MoEF shall be entitled to make deductions of TDS, Service Tax or deferments in respect of any disputes or claims whatsoever with or against the Conference Facility owners.

5.7 Prices:

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

5.8 Change Orders

5.8.1 Ministry of Environment and Forests may, at any time, by written order given to the Bidder, make changes upto 25% of the quantities specified in the NIT. This applies only to the facilities which are temporary in nature.

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

5.9 Contract Amendment

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

5.10 Termination of the Contract for default

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

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

5.11 Termination of Contract for convenience:

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

In such case, the Conference Facility owners would be eligible for:

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

5.12 Upon receipt of a notice of termination of this Agreement the Conference Facility owners shall:

- a) stop work as specified in the notice; and
- b) take all available steps to minimize loss resulting from that termination.

5.13 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this CONTRACT, to the extent that such failure to perform, delay or default arises out of a cause existing or future, that is beyond the control and without negligence of the party otherwise chargeable with failure, delay or default: including, but not limited to action or inaction of governmental, civil or military authority: fire, flood, war, riot, theft, earthquake, natural disaster, act, negligence or default of the other party. Either party desiring to rely upon any of the foregoing as excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause and when the cause ceases to exist, give prompt notice thereof to the other party. If a Force Majeure situation arises, the Bidder shall promptly notify the Ministry of Environment and Forests in writing of such condition and the cause thereof. Unless otherwise directed by the Ministry of Environment and Forests in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.14 Resolution of Disputes

- i) The Ministry of Environment and Forests and the Bidder shall make every effort to resolve amicably by direct informal discussion/ negotiation any disagreement or dispute arising out of or in connection with the Contract or related thereto, whether directly or indirectly or the breach, termination,

enforcement, interpretation or validity thereof, including the determination of scope or applicability the Contract.

- ii) A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- iii) Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.
- iv) In the event of the negotiation between the designated representatives not resulting in an agreement or resolution of the dispute within 10 (ten) business days thereafter, the Parties must refer the dispute for resolution to the Secretary, MoEF by way of mediation.
- v) The periods of negotiation or discussion may be shortened or lengthened by written agreement between the parties.
- vi) The decision given by the Secretary, MoEF shall be final and binding on both Parties.
- vii) The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the Courts of Delhi/ New Delhi.
- viii) This clause would be a separate, divisible agreement from the rest of the Contract and shall remain in effect even if the Contract terminates, is nullified or cancelled for whatever reason of cause.
- ix) Important: No conflict between the Bidder and MoEF will cause cessation of activities/ services and work on the project will continue uninterrupted till conclusion of the Conference. Only by mutual consent the services will be withdrawn or work stopped.
- x) MoEF reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this NIT.

5.15 Governing Language

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

5.16 Governing law and jurisdiction

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

5.17 Notices

- I. Any notice, request or other communication to be given or served pursuant to the Contract Agreement shall be in writing and addressed as the case may be as follows:
 - a) if given to the MoEF, addressed and forwarded to the authorized officer i.e. Shri Hem Pande, Joint Secretary for this project in the MoEF;
 - b) If given by the MoEF, signed by the authorized Officer for this project in the MoEF and forwarded to the Contractor at the address indicated at the commencement of the contract or as otherwise notified by the Contractor.
- II. Any such notice, request or other communication shall be delivered by hand or sent by prepaid post or facsimile, to the address of the party to which it is sent. If sent by Facsimile a signed copy of same shall be sent by Registered/Speed Post.

6.18 Taxes and Duties

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

Section VI

Bid Submission Forms

Bid Letter Form

From:
(Registered name and address of the bidder)

To,
The Joint Secretary
Room No 621,
Ministry of Environment and Forests
Paryavaran Bhawan, CGO Complex,
New Delhi – 110 003

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide conference facilities/services/execute the project indicated below in conformity with the terms and conditions of the bidding document and amendments thereon.

Project title: **Conference facilities to organize CBD COP 11.**

We undertake to provide facilities/ services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum indicated in Financial Bid which may vary in accordance with the schedule of prices attached and coverage options made by Ministry of Environment and Forests.

If our bid is accepted, we;

1. Undertake to provide facilities/ services/ execute the work according to the time schedule specified in the bid document and contract,
2. Confirm that our bid is valid for the period specified in the NIT.
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. Understand that MoEF is not bound to accept the lowest or any bid the Ministry may receives, nor to give any reason for the rejection of any bid and that MoEF will not defray any expenses incurred by us in bidding.
5. Until the formal final Contract is prepared and executed between us, this bid, together with MoEF's written acceptance of the bid and Ministry's notification of award shall constitute a binding contract between us.
6. Submit that bid is UNCONDITIONAL except the deviations mentioned in Form F.5.

Place:
Date:

Bidder's signature
and seal.

Form F-1

Bidder Information

(Separate Sheet for each member in case of Consortium)

- 1 Name of the organization
- 2 Responsible Person's Name
3. Project Engagement team and Coordinating Officer with contact details
- 4 Year of establishment
- 5 Registered Office with Postal Address
- 6 Phone No.
- 7 Fax No.
- 8 Email
- 9 Details of certificates enclosed.

Place: _____

Bidder's signature
and seal.

Date: _____

Form F-2

Details of conferences, event, exhibitions held in the facility offered

S. No.	Conference Name	Description of the event & address	Details of Conference Organizer*	Value	Year

* The documentary evidence be annexed

Place: _____

Bidder's signature
and seal.

Date: _____

Form F-3

Concept & Plan Solution details

S.No.	Item	Enclosed: Yes / No
1	Complete concept of the event for the holding of 11 th meeting of Conference of Parties to the Convention on Biological Diversity and 6 th Meeting of the Conference of Parties serving as Meeting of Parties (CoP/MoP 6) to the Cartagena Protocol on Biosafety	
2	Programme Plan	
3	Methodology & Models of the event	
4	Steps and Plan of Action proposed by the bidder to complete the work by target date.	

Place: _____

Date : _____

Bidder's signature
and seal.

Form F-4
Financial Bid Form

From:
(Registered name and address of the bidder)

To, The Joint Secretary
Room No 621, Ministry of Environment & Forests
Paryavaran Bhawan, CGO Complex,
New Delhi – 110 003

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services to organize the 11th meeting of the Conference of Parties to the Convention on Biological Diversity and 6th Meeting of the Conference of Parties serving as the Meeting of Parties (CoP/MoP 6) to the Cartagena Protocol on Biosafety during September 27, 2012 to October 20, 2012 in conformity with the Scope, Terms and Conditions of the bidding document and amendments thereon in response to the tender call for the following amount:

S. No.	Specification of facility	Rental with break up details	Remarks
1.	Permanent facilities including (i) Plenary, Working Group II room, other rooms and 10 rooms in the nearby hotel (3.1.4 (A) (a), (b), (c) & (j) of NIT) (ii) Other rooms (iii) Other facilities to be specified by the bidder		Total rental to be given
2.	Temporary facilities such as (i) Meeting rooms (3.1.4 (A) (e) of NIT) (ii) Exhibition area (iii) Catering area etc. (iv) Other facilities to be specified by the bidder		In case of rooms, rates to be given for each room In case of other facilities like exhibition area, catering area, etc. rates to be given per sq. metre
3.	Rates for chairs/desks (3.1.4 (A) (k) of NIT)		Rates per chair and desk along with fixtures to be given

Place:

Bidder's signature
and seal.

Date:

Form F-5

Check List

Compliance/agreed/enclosed/ deviation statement.

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

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

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

Place: _____

Bidder's signature
and seal.

Date: _____

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

Form – 6**Format for Security Deposit / Bank Guarantee**

THIS DEED OF GUARANTEE made at New Delhi _____ day of month _____ of *(the year)* by the Bank of *(Bank's name and address)* (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Ministry of Environment & Forests, Government of India, Paryavaran Bhawan, CGO Complex, Lodi Road, New Delhi-110003. (Hereinafter called the 'EMPLOYER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by

virtue of the said Order / Contract have been fully discharged by the Contractor till the Employer certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor,

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

This guarantee shall remain in force till _____

Date:

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