

CORRIGENDUM – 1

Dated: 11th April 2019

This is with reference to the Request for Proposal (RFP Reference Number: ECGC/CUD/329/2019) dated: 15th March 2019 for selection of a Professional Conference Organiser (PCO) for organizing the Berne Union Annual General Meeting (BU - AGM) during 20-24 October 2019 In Hyderabad, Telangana.

The following amendments are being made in the said Request for Proposal (RFP):

S.No.	Reference	Amendment						
1	RFP - Annexure B (Page 17 - 18)	Annexure B is replaced with Corrigendum – 1 Annexure 1						
2	RFP - Table of Contents (Page 3)	Addition of following two Annexures, formats of which are enclosed: 1. Corrigendum – 1 Annexure 2 - Proforma for Performance Bank Guarantee 2. Corrigendum – 1 Annexure 3 - Acknowledgement						
3	RFP - Timeline (Page 6)	The clause stands modified as under: The timeline for individual activities as defined in Annexure D1 of RFP will be mutually agreed and will form part of the service agreement between ECGC Ltd. and the selected PCO, but within the broad timeline laid down as under: <table border="1" data-bbox="649 1512 1477 1890"> <thead> <tr> <th>Completion of milestone</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>Completion of meeting layout, finalization of designing / branding, finalization of costing of all dinners and excursions</td> <td>By 31st July 2019</td> </tr> <tr> <td>On submission of proof for actual booking / placing the purchase order for the items for organizing the event</td> <td>By 31st August 2019</td> </tr> </tbody> </table>	Completion of milestone	Timeline	Completion of meeting layout, finalization of designing / branding, finalization of costing of all dinners and excursions	By 31 st July 2019	On submission of proof for actual booking / placing the purchase order for the items for organizing the event	By 31 st August 2019
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		Supply of materials at a place to be decided later	By 30 th September 2019															
4	RFP- Evaluation Parameters, Point 7 (Page 12)	<p>The same under Part –II is elaborated to include the marking system:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Parameter</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Understanding of current requirements</td> <td>10</td> </tr> <tr> <td>2</td> <td>Creative ideas for branding & designing</td> <td>10</td> </tr> <tr> <td>3</td> <td>Execution plans for the whole event</td> <td>20</td> </tr> <tr> <td colspan="2">Total</td> <td>40</td> </tr> </tbody> </table>		S. No.	Parameter	Marks	1	Understanding of current requirements	10	2	Creative ideas for branding & designing	10	3	Execution plans for the whole event	20	Total		40
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5	RFP - Evaluation procedure (Page 13)	<p>The same stands modified as follows:</p> <ol style="list-style-type: none"> Bidders scoring a minimum of 50% marks (ie. 30 out of 60 marks) in Part – I of technical bid will qualify for participating in Part-II. The qualified bidders in Part-I will be informed and called for making presentation before the Project Steering Committee and will be evaluated as per Part-II of the Evaluation Parameters. Thereafter, the commercial bids will be opened. The commercial bid will be scored on a total of 100 as under: $C_s = (C_{min} / C_b) \times 100$ where, C_s = Commercial score of the bidder under consideration C_{min} = Lowest Commercial bid quoted 																

		<p>C_b = Commercial bid under consideration</p> <p>5. Proposals will finally be ranked on the basis of combined scores arrived as follows:</p> <ul style="list-style-type: none"> • Weight of 70% to the total technical score (combined score under Part – I and Part – II) • Weight of 30% to the commercial score <p><u>Combined Technical and Commercial Score, calculated up to two decimal points, will be as under:</u></p> $B_s = (0.7) * T_s + (0.3) * C_s$ <p>Where,</p> <p>B_s = overall combined score of bidder under consideration</p> <p>T_s = Technical score of the bidder under consideration</p> <p>C_s = Commercial score of the bidder under consideration</p>
6	<p>RFP - Evaluation Criteria (Page 13)</p>	<p>The following sub-clause is added after the existing sub-clauses under Evaluation Criteria.</p> <p>Award of Contract:</p> <ol style="list-style-type: none"> a. The PCO that gets the highest combined technical and commercial score shall be awarded the contract. b. ECGC Ltd. will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. c. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. d. In case of a tie, the bid that had high score in technical evaluation (Part – I and Part – II) will be considered the best bid value. e. In case the selected bidder fails to accept the award

		<p>then the bidder securing the next highest combined score among the bidders (other than the bidder who has failed to accept the award) will be considered for the award and so on.</p> <p>f. The successful bidder will have to submit the Performance Bank Guarantee and execute a service agreement within 15 working days of the award of Contract, which will be valid for the tenure as mentioned in this Corrigendum.</p>
7	<p>RFP - Confidentiality Agreement / Performance Guarantee (Page 13)</p>	<p>The clause is replaced with the following clause:</p> <p>Performance Bank Guarantee:</p> <p>a) The successful bidder is required to ensure performance in terms of availability as well as quality of services rendered. The successful bidder shall be required to submit a Performance Bank Guarantee (“PBG”) (as per pro-forma attached as Corrigendum – 1 Annexure 2) for a value equal to 100% of the contract value, initially valid for a period of 120 days from the completion of the event (plus additional eight weeks for claim period).</p> <p>b) The PBG can be invoked for serious violations. In case the PCO terminates the contract during the currency of the contract, the PBG will be forfeited and ECGC Ltd. may at its discretion take the appropriate action as deemed necessary.</p>

<p>8</p>	<p>RFP – PAYMENT TERMS (Page 13)</p>	<p>The clause is replaced with the following clause:</p> <p>PAYMENT TERMS</p> <ol style="list-style-type: none"> 1. No advance shall be made at the time of award of the contract. 2. Payment of Management fee will be as per the agreement signed between ECGC Ltd. and the successful bidder, to whom the contract has been awarded. 3. All payments to PCO shall be made against accepted invoices issued in the name of General Manager, ECGC Ltd., BU AGM 2019 Hyderabad. Invoices shall be paid within 30 working days from the receipt of invoice, subject to internal audit. The invoices shall be payable as per following terms: <table border="1" data-bbox="673 1050 1485 1827"> <thead> <tr> <th>Payments due on successful completion of milestones</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Advance within 10 days of submission of PBG and signing of service agreement</td> <td>20%</td> </tr> <tr> <td>Completion of meeting layout, finalization of designing / branding, finalization of costing of all dinners and excursions</td> <td>20%</td> </tr> <tr> <td>On submission of proof for actual booking / placing the purchase order for the items for organizing the event</td> <td>20%</td> </tr> <tr> <td>Supply of materials at a place to be decided later</td> <td>10%</td> </tr> <tr> <td>After completion of the event and within 30 days of raising the invoice</td> <td>30%</td> </tr> </tbody> </table>	Payments due on successful completion of milestones	Payment	Advance within 10 days of submission of PBG and signing of service agreement	20%	Completion of meeting layout, finalization of designing / branding, finalization of costing of all dinners and excursions	20%	On submission of proof for actual booking / placing the purchase order for the items for organizing the event	20%	Supply of materials at a place to be decided later	10%	After completion of the event and within 30 days of raising the invoice	30%
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		<p>The above payments shall be subject to adherence to the timeline as per serial no. 3 of this Corrigendum.</p> <ol style="list-style-type: none"> 4. The invoices for all supply of goods and services (by third party vendors) for organizing the event should be issued in the name of General Manager, ECGC Ltd., BU AGM 2019, Hyderabad and payment will be made directly to such third party vendors / suppliers by ECGC Ltd within 30 working days from receipt of invoices and subject to internal audit of the invoices. 5. All payments (either to PCO or to third party vendors) shall be subject to Income Tax or Goods and Services Tax or any other taxes applicable on the date of raising the invoice. 6. It may be noted that ECGC Ltd will not pay any amount/expenses/charges/ fees /travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Management fee.” <p>NOTE: The management fee/ PCO fee shall mean the professional fee payable to the PCO for performing the work mentioned in the RFP.</p>
9	<p>RFP- MISCELLANEOUS TERMS & CONDITIONS, S.No. 7 (Page 15)</p>	<p>The same is replaced by the following:</p> <p>Conflict of Interest: ECGC Ltd. requires appointed PCO to provide professional, objective, and impartial advice and at all times hold ECGC Ltd.’s interest paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.</p> <p>In its course of work fulfilment, PCO will be required to source vendors / services partners for various project</p>

		<p>modules and shall prepare design or technical specifications of the goods, works or services that are the subject of the bid.</p> <p>A conflict of interest is considered to be a situation in which a PCO has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p>
<p>10</p>	<p>RFP- MISCELLANEOUS TERMS & CONDITIONS (Addition of clauses) (Page 15)</p>	<p>The following sub-clauses are added to the existing sub-clauses under MISCELLANEOUS TERMS & CONDITIONS.</p> <p>11. Arbitration: In the event of a dispute or difference of any nature whatsoever between ECGC Ltd. and the supplier during the course of assignment arising as a result of this RFP, the same shall be referred for arbitration to the sole arbitrator. The sole arbitrator shall be chosen mutually by both the parties. Arbitration shall be carried out in Mumbai and as per extant laws. The language of the Arbitration shall be English.</p> <p>12. Jurisdiction: The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions thereof shall be that of the appropriate court in Mumbai.</p> <p>13. Indemnity: The supplier shall indemnify, protect and save ECGC Ltd. against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the team / resources, except for those explicitly provided by</p>

/ authorized by ECGC Ltd. on its onsite location.

14. Termination of Contract:

- a) The contract shall terminate for following reasons;
 - i. Due to Force Majeure
 - ii. Due to Non-performance of contract
- b) In case of force majeure, the PCO shall be paid only for the time actually spent planning the event. In case of any material and equipment cost, the same shall be paid on actual basis on production of supporting documents by the PCO.
- c) As time is the essence of the contract, in case delay of any activity of this event, ECGC Ltd. reserves the right to terminate the contract and forfeit the PBG submitted by the selected PCO and claim damages for loss of reputation and good will etc. from the PCO and in such case no payment shall be made to the PCO.

15. Damages:

- a) If an item is not executed to the satisfaction of Local Organizing Committee (LOC) of ECGC Ltd. (in terms of quality and workmanship) and the committee has no option but to accept it due to paucity of time, penalty of 50% may be imposed on such items as may be deemed appropriate by the committee, if defects are not rectified even after giving opportunity to the PCO to rectify the defects.
- b) PCO should give back the venue in same form and shape as given to it, failing which necessary charges to restore it back may be deducted from the PCO.

		<p>16. General Terms & Conditions:</p> <ul style="list-style-type: none">a) Before tendering, the Bidders are requested to visit ECGC Ltd.'s website https://www.ecgc.in and also carefully examine the Tender documents and the general terms and conditions of the contract thereof, and if there appears to be any ambiguity or discrepancy between any of the Tender documents they should immediately refer the matter to ECGC Ltd. for clarifications.b) The Bidder shall complete in all respects, form(s) annexed to the Tender Document, quote the prices and furnish the information called for therein, and shall sign and date each of the documents. The Bidder shall initial each page of the Tender Documents.c) The Tender shall contain the address, Tel. No., Fax No. and e-mail id, if any, of Bidder for serving notices required to be given to the Bidder in connection with the Tender.d) The Tender form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.e) The Bidder, irrespective of its participation in the Tender process, shall treat the details of the Documents as secret and confidential.
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		<p>f) ECGC Ltd. does not bind itself to accept the lowest or any tender and has the right to reject any tender without assigning any reason whatsoever. ECGC Ltd. also reserves the right to re-issue the RFP.</p> <p>g) The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the ECGC Ltd. shall be final and binding on the Bidder. The bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the offer, which would disqualify the offer.</p> <p>h) Each Bidder has to submit only one bid.</p> <p>i) The Bidder will not be allowed to alter or modify their bids after submission of proposal to ECGC Ltd. The bidder may withdraw its bid after submission, provided that written notice of the modification is received by ECGC Ltd. prior to the deadline prescribed for submission of bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids 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 penal action including debarment or exclusion from future RFPs / contracts / business.</p> <p>j) The bid is liable to be disqualified in case of following reasons:</p> <ul style="list-style-type: none">i. Bid not submitted in accordance with this RFP
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		<ul style="list-style-type: none"> ii. Bid received in incomplete format iii. Bid is received after due date iv. Bid is not accompanied by all requisite documents <p>k) Bids / Offers shall have the validity period of six months from the tender closing date. Bidders are requested to offer six months validity as per Tender Terms. The prices quoted shall remain firm and fixed during the currency of the order / Contract unless agreed otherwise by ECGC Ltd.</p> <p>l) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ECGC Ltd. and supporting documents and printed literature shall be submitted in English.</p> <p>m) Partial bids will not be accepted. Bidder shall have to quote for the entire scope.</p> <p>n) Bids must be received by ECGC Ltd. at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.</p> <p>o) ECGC Ltd. may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of ECGC Ltd. and bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would be advised to all the interested Bidders on ECGC Ltd.’s website.</p> <p>p) ECGC Ltd. does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any</p>
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		reason thereof.
11	RFP- Annexure D1 , Point no. 21, (Page 32)	With regard to Media Arrangement on October 23, 2019, it is hereby clarified that the PCO will have to only make arrangements for a press release in print media.

All other terms and conditions of aforesaid Request for Proposal shall remain unchanged.

Corrigendum -1 Annexure 1

PROPOSAL FORM

(To be included in Technical Proposal Envelope)

Date:

The General Manager,
Country Underwriting and International Relations,
ECGC Ltd,
5th Floor, Nirmal Building,
Nariman Point,
Mumbai – 400021

Dear Sir,

Sub: Request for proposal for Professional Conference Organiser for organizing BU AGM – 2019 in Hyderabad, Telengana

RFP REFERENCE NO. ECGC/CUD/329/2019: Dated: _____

We offer our services for organizing the BU AGM - 2019 in conformity with the requirements mentioned in above referred to RFP document.

We undertake, if our bid is accepted, to carry out the work as per the scope of work, deliverables and in accordance within the time frames specified in the RFP document.

We confirm that the information submitted by us in our Bid is true and correct. We agree to abide by the terms and conditions mentioned in the RFP.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at ECGC Ltd will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by ECGC Ltd.



We certify that we have not been black listed / barred/ disqualified by GoI / Ministry/ Department / PSUs / PSEs, trade bodies / regulator / judicial or any other authority.

We undertake to strictly follow / observe the laws in force in India.

We understand that ECGC Ltd is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we have no right to claim any expenses incurred by us in connection with the preparation of the bid documents, visits to ECGC Ltd, making presentation before the Project Steering Committee or any other activity required to participate in the bid process.

We are also aware that ECGC Ltd has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of ECGC Ltd in this regard shall be final, conclusive and binding upon us. We understand that ECGC Ltd is not bound to accept the lowest or any other proposal.

(Signature)

Authorized Signatory

Corrigendum -1 Annexure 2

Proforma for Performance Bank Guarantee

(On Non-Judicial stamp paper of value Rs.500/-)

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10th Floor, Express Towers, Nariman Point, Mumbai 400021 (hereinafter referred to as the "ECGC Ltd." which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the PCO which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the Order" which expression shall include any amendments/alterations to "the Order" issued by "ECGC Ltd.") for (scope of work) as stated in the Scope of Work in RFP and ECGC Ltd. having agreed that the PCO shall furnish a Performance Bank Guarantee (PBG) for the PCO's obligations and/or discharge of the PCO's liability in connection with the said Order and ECGC Ltd. having agreed with the PCO to accept a performance bank guarantee,

1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to ECGC Ltd. without any demur on first demand an amount not exceeding Rs..... Rupees only) being the full order value against any loss or damage, costs, charges and expenses caused to or suffered by ECGC Ltd. by reason of non-performance and non-fulfilment or for any breach on the part of the PCO of any of the terms and conditions of the said Order.

2. We, Bank further agree that ECGC Ltd. shall be sole judge whether the said PCO has failed to perform or fulfil the said Order in terms thereof or committed breach of any terms and conditions of the Order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by ECGC Ltd. on account thereof and we waive in the favour of ECGC Ltd. all the rights and defenses to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by ECGC Ltd. as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay ECGC Ltd. the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the PCO or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree that ECGC Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Order work and we shall not be relieved from our liability by reason of any act or omission on the part of ECGC Ltd. or any indulgence by ECGC Ltd. to the PCO or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of ECGC Ltd. in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the PCO or dissolution
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs.....
 - ii. This Bank Guarantee shall be valid upto and including; and

iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

NOTE:-

1. Indigenous PCO or Foreign PCO through an Indian bank to submit PBG.
2. If PBG is not received directly from Bank then ECGC Ltd. shall get the PBG verified and only on confirmation of verification the PBG shall be considered as submitted. Expenses for PBG verification shall be borne by ECGC Ltd.

Corrigendum -1 Annexure 3

Acknowledgement (On Company's Letter Head)

(This will be part of Technical bid and should be included in technical bid envelope)

Date:

The General Manager,
Country Underwriting and International Relations,
ECGC Ltd,
5th Floor, Nirmal Building,
Nariman Point, `,
Mumbai – 400021

Dear Sir,

**Sub: Request for proposal for Professional Conference Organiser for
organising BU AGM – 2019 in Hyderabad, Telangana**

RFP REFERENCE No. ECGC/CUD/329/2019: Dated: _____

1. Having examined the Request for Proposal including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFP within the cost stated in the Proposal.
2. If our Proposal is accepted, we undertake to abide by all terms and conditions of this RFP.



3. We certify that we have provided all the information requested by ECGC Ltd in the requested format. We also understand that ECGC Ltd has the right to reject this offer if ECGC Ltd finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC Ltd's decision shall be final and binding on us.

4. We agree that ECGC Ltd reserves the right to amend, rescind or reissue this RFP and all amendments any time during the tendering.

5. We agree that we have no objection with any of the clauses and process of this tender.

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name:
Designation:
Contact No (Mobile)
Email Id