

# **Government of Bihar (GoB)**

## **Request for Proposal**

### **For**

**Selection of an Event Management Agency for Organizing Second National Conference  
on State Tribunals in India**



**बिहार सरकार**

Issued by

### **Board of Revenue**

Old Secretariat, Patna 800 015,

Patna, Bihar

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### Foreword

1. While this Request for Proposal document (“RFP”) has been prepared in good faith, neither the **Board** nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. The **Board** may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. The Board reserves the right to waive any irregularity in the proposal (RFP) and the **Board** makes it clear that the RFP is not an offer/ contract.
5. Neither the **Board** nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by the **Board** or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.
6. The **Board** is not bound to accept any or all the Proposals. The **Board** reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the Board or its officers, employees, successors or assignees for rejection of his bid. The RFP submitted by the bidder will be the property of the Board.



# Board of Revenue

Main Secretariat, Patna - 800 015

## NOTICE INVITING e-TENDER

(Through e-procurement mode only over  
<https://www.eproc.bihar.gov.in>)

Tender Notice No: BoR/EMA/2017/01

Date: ...../...../2017

**Board of Revenue**, Government of Bihar, invited for Selection of an Event Management Agency for Organizing Second National Conference on State Tribunals in India

SL No.	Scope of work	Cost of tender document (In Rupees)	Tender processing Fee(Non Refundable) (inclusive of service tax @15.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit card) (in Rupees)	Earnest Money (In Rupees)	Time of Completion
1	2	4	5	6	7
01.	a. To Conceptualize the events; b. Undertake detailed planning for the event, ensuring that it complies with the City's safety and security requirements; c. Develop detailed designs and layouts for the event; d. Manage and implement the communications, and public relations for the event in conjunction with Board. e. Take out public liability insurance for the event; f. Develop specifications for resources, infrastructure, services and other requirements and procure these requirements using procurement methods that are in line with Government procedures. g. Manage the range of suppliers for the event; h. Manage the entertainment at the event; i. Manage the	Rs. 2,000.00	Rs. 1180.00	Rs. 25,000.00	Feb 2018.

	<p>implementation and running of the event during the Board's conference, including cleaning and security;</p> <p>j. On conclusion of the Conference, the Event management agency will be required to submit a comprehensive debrief document.</p> <p>k. Areas of event management will include but is not limited to the above;</p>				
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### **Tender Schedule/Programme:**

S. no	Information	Details
1.	RFP No. and Date	<b>RFP No.: BoR/EMA/2017/01</b> To be available online from 27 July 2017 03:00 PM onwards till 30 August 2017 10:00 AM at <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
2.	Last date for submission of written queries for clarifications	07 August 2017, 03:00 pm. Clarification may be submitted at this - Email: <a href="mailto:boardofrevenuebihar@gmail.com">boardofrevenuebihar@gmail.com</a>
3.	Date of pre-bid conference	08.08.2017, 03:30 pm at Conference Room, Board of Revenue, Old Secretariat, Patna – 800 015
4.	Release of response to clarifications	11.08.2017 at <a href="http://boardofrevenue.bih.nic.in/">http://boardofrevenue.bih.nic.in/</a>
5.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
6.	Last date (deadline) for submission of bids	31 August 2017, 03:00 pm
7.	Opening of Technical Bids	01 September 2017, 03:00 PM
8.	Date of Technical Presentation	06.09.2017, 11:00 AM onwards. The Presentation shall be made before the Technical Committee.
9.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	<i>To be intimated</i>
10.	Contact person/Nodal Officer for queries	<b>Sh. Rajesh Kumar</b> Secretary, Board of Revenue email: <a href="mailto:boardofrevenuebihar@gmail.com">boardofrevenuebihar@gmail.com</a> Phone- +91-9470013366
11.	Addressee and address at which proposal in response to RFP notice is to be submitted:	Secretary, Board of Revenue Board of Revenue, Old Secretariat, Patna – 800 015

- Bidder need to pay Rs. 2,000 as Tender/document Fee.
- Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://www.eproc.bihar.gov.in>)
- For support related to e-tendering process, bidders may contact at “e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna- 800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at (<https://www.eproc.bihar.gov.in>)
- Bidder should be registered on e-Procurement portal ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) and have the Class II Digital Signature Certificate (DSC) with signing + Encryption and User-id of the e-Procurement website before participating in the e-Tendering process.

- The Secretary reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof
- **Corrigendum / Addendum**, if any, will be published on the departmental website **www.<http://boardofrevenue.bih.nic.in>** and e-Procurement, Bihar **<https://www.eproc.bihar.gov.in>** itself.

## Section 1. Instruction to Bidders

**1.1 Pre-Bid Conference:** Meeting of the Applicants shall be convened as per the schedule indicated in the Data Sheet. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

**1.1.1** During the course of Pre-Bid Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Board. The Board shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The Nodal Officer notified by the Board will endeavor to provide timely response to all queries. However, the Board makes no representation or warranty as to the completeness or accuracy of any response; neither response nor does the Board undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.

**1.1.2** At any time prior to the last date for receipt of bids, the Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

**1.1.3** The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <http://boardofrevenue.bih.nic.in> and <http://eproc.bihar.gov.in>. Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective bidders reasonable time for taking the corrigendum into account, the Board may extend the last date for the receipt of proposals.

**1.2 RFP Document Fees:** Bidder need to pay Rs. 2000/- (Two thousand only).

**1.2.1** The bidder may download the RFP documents from the website <http://eproc.bihar.gov.in>. In such case, the demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

**1.3 Language:** The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**1.4 Format and signing of Proposal:** The Applicant shall provide all the information sought under this RFP. The Board would evaluate only those Proposals that are received in the specified forms and complete in all respects. The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Proposal,

along with Documents, marked "COPY". In the event of any discrepancy between the original and its copy, the original shall prevail.

### **1.5 Proposal Submission:**

- 1.5.1** The bidders should submit their responses as per the format given in this RFP in the following manner (a) Pre-Qualification and Technical Proposal, (b) Financial Proposal
- 1.5.2** Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
- 1.5.3** All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 1.5.4** The bids shall be uploaded through <http://eproc.bihr.gov.in> as per the instructions available on the website.
- 1.5.5** In preparing the Proposal, Bidders are expected to examine in detail the Bid Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

### **1.6 Conflict of Interest**

The Board requires that Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Agencies shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the **Board**. Without limitation on the generality of the foregoing, Agencies, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- (i)** If an Agency combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii)** If an Agency is associated with or affiliated to a contractor or manufacturer; or
- (iii)** If an Agency is owned by a contractor or a manufacturing firm with Board or design offices offering services as EMA. The Agency should include relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Agency will limit its role to that of an EMA and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (subject to adjustment in special cases), that may emerge from this assignment (including bidding or any part of the future project). The contract with the EMA selected to undertake this assignment will contain an appropriate provision to such effect; or
- (iv)** If there is a conflict among assignments, the Agency (including its personnel and subsidiaries) and any subsidiaries or entities controlled by such Agency shall not be recruited for the relevant assignment. The duties of the Agency depend on the circumstances of each case. While continuity of services may be appropriate in particular situations if no conflict exist, an Agency cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Agency.

### **1.7 Fraud and Corruption**

The **Board** requires that Agencies observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the **Board of Revenue**:

(i) defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

(ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.

- 1.8 **Validity of the Proposals:** The proposals submitted by the Bidders must be valid for 90 days from the date of submission without changing the personnel proposed for the assignment and the proposed Price must be valid for 90 days from the opening of financial proposal. The Board will make its best efforts to select a bidder within this Period.
- 1.9 **Cost of preparing the Proposal:** Cost of preparing a proposal and of negotiating a contract including visits, if any, is not reimbursable as a direct cost of the assignment. Any Bid received after the closing time for submission of bids shall be returned unopened.
- 1.10 **Bid Opening - Technical:** The Technical Bids received from the shortlisted bidders shall be opened in the office of the Secretary at a date indicated in the Data Sheet. The Bids shall be opened in the presence of bidders or their representatives who want to attend the opening of the bids.
- 1.11 **Bid Opening - Financial:** The date of opening of financial bid will be intimated in due course of time. Financial Bid shall be opened publicly in the presence of the Bidder's representatives, who choose to attend. The name of the Bidders, the proposed prices shall be read aloud and recorded when the Financial Bids are opened.
- 1.12 **Commencement of the Assignment:** Assuming that the contract can be satisfactorily concluded in two weeks after finalizing the Bidder, it is expected that the works shall commence within two weeks.
- 1.13 **Earnest money deposit (EMD):** The bidder shall submit, along with their Bid, EMD in the form of Demand draft for an amount of **Rupees 25,000** drawn in favor of Secretary, Board of Revenue, Patna, Bihar payable at Patna with a validity period of three months after expiry of bid validity period. The EMD of the successful bidder will be retained and will be returned on receipt of a Performance bond/ bank Guarantee after signing the contract and the EMD of the unsuccessful bidders will however be returned after finalization of bids.
- 1.14 **Performance Bank Guarantee:** Within 10 days of the signature of the contract, the successful contractor shall at its own cost and expenses, furnish a Performance Bank Guarantee as sum equivalent

to 10% of the total contract price. The Performance Bank Guarantee shall be valid for a period of three months after the expiration date of the contract.

- 1.15 **Fees and payment structure:** No advance amount will be paid by BOARD at the time of signing the Agreement. 100% of the amount will be paid by BOARD within 15 days from the approval of Event Report along with all the bills after deducting any penalties. Any disruption or disturbance happening during the event (limited to the scope of work assigned to EMA) will result in BOARD imposing a penalty of 25% of the contract amount on the EMA.
- 1.16 **Taxes:** The rates quoted by the bidders shall be inclusive of all taxes and duties however it will not include GST. GST will be paid in addition as per the prevailing norms.
- 1.17 **Proposal supporting data:** Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.
- 1.18 **Late Proposals:** Proposals received by the Board after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected
- 1.19 **Evaluation of the bids:**

**1.19.1 In the following cases the Bid will be considered unresponsive, if the Bids - :**

- 1.19.1.1 Are not submitted in as specified in the RFP document
- 1.19.1.2 Received without the Letter of Authorization (Power of Attorney)
- 1.19.1.3 Are found with suppression of details
- 1.19.1.4 With incomplete information, subjective, conditional offers and partial offers submitted
- 1.19.1.5 Submitted without the documents requested in the checklist
- 1.19.1.6 Have non-compliance of any of the clauses stipulated in the RFP
- 1.19.1.7 With lesser validity period

**1.19.2** All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

**1.19.3 Pre-Qualification evaluation:** The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Pre-qualification criteria. The next stage of the evaluation will be an assessment of the technical bid.

**1.19.4 Technical Evaluation:** Based on the short-listing of the pre-qualified Bidders, the Committee will proceed to a detailed evaluation of the Technical Bids of such pre-qualified Bidders in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Board of Revenue will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.

- 1.19.5** The firms will be selected as per Quality and Cost Based Selection (QCBS) procedure. Only those applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for second stage.
- 1.19.6 Financial Bid Evaluation-** In the second stage, the financial evaluation will be carried out. Applicants submitting minimum bid in financial proposal, as provided in Section 4 (Total value excluding GST) shall be recommended for the Selection.
- 1.19.7** The Selected Applicant shall be the first ranked Applicant (having the lowest bid in financial proposal). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP.
- 1.19.8** The bidder having lowest financial bid would be recommended for selection, and called for negotiations. During negotiations the Bidder must be prepared to furnish the detailed cost breakup and other clarifications to the proposal submitted by them, as may be required to adjudge the reasonableness of his financial proposal. If the negotiations with this Bidder are successful, the award will be made to him. If negotiations fail, and if it is concluded that the contract with reasonable terms cannot be concluded with this Bidder, the Bidder with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

## Section 2. Data Sheet for Instruction to Bidders

**Section 2: Table 1**

S. No	Particulars
1	Name of the Client: <b>Board of Revenue, Govt. of Bihar (GoB)</b> Client's Representative: <b>Secretary, Board of Revenue, Bihar</b> Method of selection: Quality cum Cost Based Selection (QCBS) Method.
2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Selection of an Event Management Agency for Organizing Second National Conference on State Tribunals in India
3	<b>Details on the services are provided in the Terms of Reference (ToR) under Section 5.</b>
4	Proposals must remain valid for 90 days from the submission date.
5	Bidder need to pay Rs. <b>2000 (Two thousand only)</b> as document fee.
6	<b>EMD (Earnest Money Deposit):</b> The bidder shall submit EMD of an amount Rs. 25,000 either in the form of Demand Draft or in the form of Bank Guarantee in the prescribed form from scheduled bank of India valid up to three months beyond the bid validity period.
7	<b>Bank Guarantee:-</b> Performance bank guarantee to the tune of 10% of the total contract value shall be required as per the format.
8	The address for requesting clarifications is: <b>Secretary,</b> Board of Revenue, Govt. of Bihar Old Secretariat, Patna Phone: 06122215676, 2230441 Fax:0612-2215677  Clarifications should also be sent to the following email address: <a href="mailto:boardofrevenuebihar@gmail.com">boardofrevenuebihar@gmail.com</a>
9	Association Arrangements and Joint Ventures with other firms for this assignment are <b>NOT Permitted</b>
10	100% of the amount will be paid by Board within 15 days from the approval of Event Report along with all the bills after deducting any penalties. Any disruption or disturbance happening during the event (limited to the scope of work assigned to EMA) will result in BOARD imposing a penalty of 25% of the contract amount on the EMA
11	The Client will pay GST, on prevailing rates as applicable on the Fee.
12	Technical Proposals shall be evaluated on the basis of following pre-identified criteria: (a) The members of the Evaluation Committee will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. (b) Narrative Evaluation Criteria and Detailed Marking Scheme is attached at <b>Appendix-I</b> and <b>Appendix-II</b> to Data Sheet respectively.

S. No	Particulars
13	Expected date for public opening of Financial Proposals will be communicated to all technically eligible bidders
14	Expected date for contract negotiations: <b>1 week from the date of opening of financial proposals</b>
15	Expected date for commencement of consulting services: <b>2 weeks from the date of opening of financial proposals</b>
16	The performance security shall be released/ refunded after <b>3 months</b> from the date of actual closure of the contract

Table 2: Schedule of the Bid Process:

S. no	Information	Details
12.	RFP No. and Date	<b>RFP No.: BoR/EMA/2017/01</b> To be available online from 27.07.2017 3:00 pm onwards till 10:00 am, 30.08.2017 at <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
13.	Last date for submission of written queries for clarifications	<b>07.08.2017, 03:00 pm</b> Email: <a href="mailto:boardofrevenuebihar@gmail.com">boardofrevenuebihar@gmail.com</a>
14.	Date of pre-bid conference	<b>08.08.2017, 03:30 pm at Conference Room, Board of Revenue, Old Secretariat, Patna – 800 015</b>
15.	Release of response to clarifications	<b>11.08.2017 at <a href="http://boardofrevenue.bih.nic.in/">http://boardofrevenue.bih.nic.in/</a></b>
16.	Bid validity period	<b>180 days from the last date (deadline) for submission of proposals.</b>
17.	Last date (deadline) for submission of bids	<b>31.08.2017, 03:00 pm</b>
18.	Opening of Technical Bids	<b>01.09.2017, 03:30 pm</b>
19.	Date of Technical Presentation	<b>06.09.2017, 11:00 AM onwards. The Presentation shall be made before the Technical Committee.</b>
20.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	<i>To be intimated</i>
21.	Contact person/Nodal Officer for queries	<b>Sh. Rajesh Kumar</b> Secretary, Board of Revenue email: <a href="mailto:boardofrevenuebihar@gmail.com">boardofrevenuebihar@gmail.com</a> Phone- +91-9470013366
22.	Addressee and address at which proposal in response to RFP notice is to be submitted:	<b>Secretary, Board of Revenue</b> <b>Board of Revenue, Old Secretariat, Patna – 800 015</b>

**Table 3: Pre-Qualification Criteria**

Keeping in view the complexity & volume of the work involved, the bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sl. No.	Clause	Documents Required
1	The Bidder should be a company registered under Indian Companies Act 1956/ Limited Liability Partnership Firm registered under the Limited Liabilities Partnership Act 2008	Certificate of Incorporation/Certificate of registration
2	The Bidder should have had an average annual turnover of Rs. 1 Crore over the last 3 financial years (2014-15, 2015-16, 2016-17) from Event Managements	Chartered Accountant certified document to be submitted. Copy of the audited profit & loss account of the company showing turnover of the company for the last three years.
3	The Bidder should have conducted at least 3(three) “Events” during the last 3 (three) Financial Years, (2014-15, 2015-16, 2016-17). <b>Each event should be of value not less than Rs. 10 lakhs.</b>	Work orders to be provided as documentary proof. The bidder has to provide evidence for the same by way of certificate issued by a Statutory Auditor/ Client.
4	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.	Self-Declaration according to the form presented in appendix of this RFP.
5	The bidder should not be blacklisted/terminated by any Agency of Government of Bihar for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-Declaration according to the form presented in appendix of this RFP.

### **Section 3. Appendix to Data Sheets**

#### **Appendix-I to Data Sheet**

#### **NARRATIVE EVALUATION CRITERIA**

##### **3.1 Technical Evaluation (Bidder' Experience)**

- 3.1.1** The evaluation of Technical Proposals of only those Bidders who have submitted the proposal in the required format with all supporting documents and EMD will be carried out.
- 3.1.2** If the Technical proposals are found to be inadequate and do not correspond to the scope of service and Terms of Reference, they shall be summarily rejected.
- 3.1.3 Availability of Resources:** The Applicant shall offer and make available all Resources meeting the requirements specified in the clause below.
- 3.1.4 Special Condition for Awarding the Agreement:**
  - a. Board will also have the right to provide extension of services/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - b. Board will have the right to ask for additional Resources beyond what has been specified in this RFP.

Appendix-II to Data Sheet

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

S. No	Evaluation Criteria	Max Marks	Documents required
1	<b>Company Credentials</b> (No. of Years in operation) (i) 3-5 years – 10 Marks (ii) More than 5 Years – 20Marks	20	As per Form III of RFP
2	<b>Company Capabilities</b> (Number of events with Government Departments) (i) 3-5 Government Departments - 5 Marks (ii) More than 5 Departments - 10 Marks	10	As per Form IV of RFP
3	<b>Company Credentials</b> (Average Annual Turnover during last three FYs, Number of Years in Operation) (i) Rs. 1 Crore – Rs. 5 Crores – 10 Marks (ii) More than Rs. 5 Crores – 20 Marks	20	As per Form V of RFP
4	Understanding of Event requirements (Based on Technical Presentation)	50	
<b>Total</b>		<b>100</b>	

### Appendix-III to Data Sheet

#### Bank Guarantee

*(Bank's Name, and Address of Issuing Branch or Office)*

**Beneficiary:** \_\_\_\_\_ *(name and address of Employer)*

**Date:** \_\_\_\_\_

**Bid Security No.:** \_\_\_\_\_

Whereas M/s \_\_\_\_\_ *(insert the name of the Agency)* (hereinafter called the "EMA") has submitted its technical & financial proposals for the work of Selection of an Event Management Agency for Organizing Second National Conference on State Tribunals in India (Hereinafter called the "Proposal") on dated \_\_\_\_\_ against the Employer's Notice Inviting Tenders (NIT) Notice Inviting Tender) No. \_\_\_\_\_ *(Insert NIT Number)*.

Furthermore, we understand that, according to your conditions, proposals must be supported by an EMD.

At the request of the EMA, we \_\_\_\_\_ *(insert name of the bank)* hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of \_\_\_\_\_ *(insert Bank guarantee amount in figures)* \_\_\_\_\_ *(amount in words)* upon receipt by us of your first demand in writing accompanied by a written statement stating that the EMA is in breach of its obligation(s) under the RFP conditions, because the EMA:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the EMA in the Technical Proposal Form; or
- (b) does not accept the correction of errors in accordance with the Section-1 of the RFP document; or
- (c) having been notified of the acceptance of its Proposal by the Employer during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the instruction to the bidders.

This guarantee will expire: (a) if the EMA is selected successfully, upon our receipt of copies of the Contract Agreement signed by the EMA and the performance security issued to you upon the Instruction of the EMA; and (b) if the EMA is not the successful, upon the earlier of (i) our receipt of a copy your notification to the EMA of the name of the selected EMA; or (ii) Ninety days after the expiration of the proposal submitted by the EMA.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_ *Bank's seal and authorized signature(s)* \_\_\_\_\_

## **Section 4. Technical Forms**

### **Form-1**

#### **Letter of Proposal (On Applicant's letter head)**

**To,**

**Secretary  
Board of Revenue, Patna**

**Sub:** Appointment of an Event Management Agency for Organizing Second National Conference on State Tribunals in India

**Dear Sir,**

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as EMA for the captioned project. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the EMA for the aforesaid Project.
4. I/We shall make available to the Board any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Board 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 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 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 EMA, without incurring any liability to the Applicants
8. 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 Project is not awarded to me/us or our proposal is not opened or rejected.
9. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
10. A Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in 'Appendix to Section 4'.
11. I/We have studied RFP document 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 Board or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
13. 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 accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

**Form-II**  
**Bidder's Organization and Experience**

**Bidder's Organization -**

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant / Lead Member)

**FORM- III**

**Bidder's Experience -**

With regard to the number of year of operation, a certificate from any certified Auditor to indicate the number of years the event management agency has been an operation. The certificate should be in the Format is as under:-

(Date and Reference)

**To,**

Secretary  
Board of Revenue, Patna

Sub: Appointment of an Event Management Agency for Organizing Second National Conference on State  
Tribunals in India

**Sir,**

We----- (mentioned the name of the company) have been incorporated in the year-----  
----- and have been in continuous operation since then.

Yours sincerely

(Signature, name and designation of the authorized signatory)

Certified that the above Declaration by the Company is correct.

(Signature with stamp of the authorized auditor of the Company)

#### FORM- IV

With regard to the number of events undertaken with the Government Departments, in the last financial years, the following information be given:-

Sl. No.	Name of the Department	FY	Value of Contract	Documents enclosed (Work Order, Completion Certificate)
1				
2				
3				
4				
5				
6				

(Signature, name and designation of the authorized signatory)

**Form-V**

**Financial Capacity of the Applicant**

(To be certified by the Statutory Auditor of the Company)

<b>Applicant Name</b>	<b>Turnover of the Event Management Firm</b>		
	<b>Year 1 (Fin Year Ending 2015)</b>	<b>Year 2 (Fin Year Ending 2016)</b>	<b>Year 3(Fin Year Ending 2017)</b>
Applicant Name			

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

## APPENDIX-II: Power of Attorney

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the \*\*\*\*\* including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Board of Revenue, Govt. of Bihar, representing us in all matters before the Board, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Board in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with the Board.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....

(Signature, name, designation and address)

Witnesses:

1. (Notarised)
- 2.

## Financial Proposal

### Form-VI

(On the letter head of the Bidder)

Date: dd/mm/yyyy

**To**

Secretary,  
Board of Revenue,  
Govt. of Bihar  
Old Secretariat, Patna  
Phone: 0612-2215676 Fax: 0612-2215677

**Sir,**

**Subject:** Selection of an Event Management Agency for National Conference on Tribunals.

Reference: Tender No:

Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "Selection of an Event Management Agency for Organizing Second National Conference on State Tribunals in India."

#### 1. BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders of this RFP included in bidding documents.

#### 2. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### 3. BID PRICE

We declare that our bid prices are for the entire scope of the work as specified in the Scope of Work and bid documents. These prices are attached with our bid as part of the bid.

#### 4. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP document within 15 days of issue of LOI.

#### 5. ENCLOSURES

We hereby attached all the enclosures as required for the Financial Bid as prescribed in Form VII to this RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We confirm that no deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Date:

Place:

Business Address:

Designation

Seal:

### FORM VII: FINANCIAL BID FORM

1. The EMA is required to undertake following components. However, depending upon the situation the Board may/may not ask the EMA to provide a particular component.
2. The numbers of the items may increase or decrease by 15% depending upon the expected response to the invitation and requirement on the day of the event.

#### **Component-1:-**

##### **Pre- event Arrangements (Form 1)**

Sl. No.	Item	Description	Approximate Numbers required	Rate Per Piece (In) Rs.	Approximate Value
1	Invitation Card	300 GSM Foreign art paper	200		
2	Conference Kit	Leather Bag	200		
3	Bouquette	Flower Hand	50		
4	Shawl with Fruit Bowl	Good Quality	50		
5	Back Drop with banner & Welcome banner	20 x 12	1 each		
6	Line Ads with Registration counter at venue	16mm line Ads	Sufficient number		
7	Booklet		200		
8	Post event report		200		
9	Please add additional Components (if any) as per the EMA's Plan				
Total					

#### **Component-2:-**

##### **Protocol Officers (Form 2)**

Sl.No	Particulars	Number	Unit Price	Tax	Total Value
1	Protocol Officers	10			

**Note -** The board may need the Protocol Officers to receive the VIP visitors for the conference. The Protocol officers should be men/women above the age of 25. They should be at least graduate and fluent in English and Hindi. The Protocol Officers shall be deputed with the concerned VIP during his/ her stay in Patna and shall assist him/her on all issues such as logistics, reception at the Airport, Travel bookings and guidance during the conference.

#### **Component-3:-**

##### **Service Charges for Air Ticket Bookings (Form 3)**

Sl.No	Particulars	Total
1	Services Charges for Flight Bookings	
Total		

**Note:** The Board may require the EMA to book certain Air tickets in certain cases. The cost of the tickets will be paid by the Board. EMA shall be entitled for the service charge only.

**Component-4:-**

**Event Day Arrangements:- Infrastructure at Conference Hall (Form 4)**

Sl. No	Item	Days	Description	Total Cost
1	Cost of venue development	2	As per Para 5.8 of the Terms of Reference	

**Component- 5:-**

**Event Day Arrangements:- Transportation Arrangement (Form 5)**

Sl. No	Item	Days	Description	Rate per Days for 1 vehicle (In)Rs.	No. of vehicles	Total Value
1	Taxi along with Driver for 2 Days	2	Innova Vehicles	-	20	

**Component-6:-**

**Event Day Arrangements: - Mementoes (Form 6)**

Sl. No.	Item	Number	Unit Price	Tax	Total Price
1	Mementoes	200			
<b>Total</b>					

**Note:** - The EMA should also disclose what memento is being proposed.

**Component-7:-**

**Post Event Arrangements (Form 7)**

Sl. No.	Item	Description	Rate per day (In)Rs.	Approximate value
1	Photo & Video (With Albums)	For 2 Days		
2	Audio Systems (If required Extra)	For 2 Days		
<b>Total</b>				

**Total Cost:**

Sl. No	Project Expenditure Heads	Reference to Forms	Cost (inclusive of all taxes other than GST)	Total GST	Total Cost (in Rs.)
1	Total cost of Pre-event Arrangement	Form 1			
2	Total Cost for Protocol Officers	Form 2			
3	Total Cost of Service Charges for Air Ticket Booking	Form 3			
4	Total Cost of Event Day Arrangements: cost of venue development	Form 4			
5	Total Cost of Event Day Arrangements: Transportation Arrangement	Form 5			
6	Total Cost of Event Day Arrangements: - Mementoes	Form 6			
7	Total Cost of Post Event Arrangements	Form 7			
Total Cost of the Project (P1) = Form 1+ Form 2+ Form3+ Form4+Form5+ Form6+Form7					

**Remarks:**

- No other payment besides the above will be made to the EMA
- All applicable taxes shall be included in the rate quoted and GST should be indicated separately as per column provided exclusively for the purpose.
- For all purposes the Secretary of the BOARD will be the Nodal Officer for the EMA
- The number of items may vary as per direction of the Nodal Officer subject to a maximum of 15%.

(Signature of the Bidder)

Printed Name

Designation

Seal:

Date:

Place:

Business Address:

\*\*\*\*\* End of Financial Bid Form \*\*\*\*\*

## **Section 5. Terms of Reference**

### **5.1 Overview:-**

The role of Event Management Agency (EMA) is to work closely with Board of Revenue for the successful conduct of the conference, which is tentatively scheduled for the month of Jan/Feb 2018. The exact date shall be known by the end of October depending upon the convenience of the Hon'ble Chief Minister of the Bihar and other high profile dignitaries like Hon'ble Judges of Supreme Court, Hon'ble Chief Justice of High Courts.

EMA will have to work closely with Board to create and manage the pre-launch activities right from designing of Invitation Card, Drawing of invitee list, creating database, planning every small item of the event, complete infrastructure at the venue, registration, permissions, other safety measures, actual conduct of the Conference and post event report. Given below is the scope of services along with the technical details.

**Venue: - The venue of the Conference is proposed at Hotel Maurya, Patna. The Booking of the Conference Hall and the Hotel rooms shall be done by the Board itself. The Bidders are advised to visit the Hotel and see the Conference Hall before submitting their bids. All the visiting delegates shall be staying at Hotel Maurya itself. In case adequate number of rooms is not available at Hotel Maurya, alternate locations like State Guest House, Circuit House, Chanakaya Hotel shall be explored by the Board in consultation with the EMA.**

### **5.2 This RFP is for hiring an Event Management Agency to:**

- l. Conceptualize the events;
- m. Undertake detailed planning for the event, ensuring that it complies with the City's safety and security requirements;
- n. Develop detailed designs and layouts for the event;
- o. Manage and implement the communications, and public relations for the event in conjunction with Board.
- p. Take out public liability insurance for the event;
- q. Develop specifications for resources, infrastructure, services and other requirements and procure these requirements using procurement methods that are in line with Government procedures.
- r. Manage the range of suppliers for the event;
- s. Manage the entertainment at the event;
- t. Manage the implementation and running of the event during the Board's conference, including cleaning and security;
- u. On conclusion of the Conference, the Event management agency will be required to submit a comprehensive debrief document.
- v. Areas of event management will include but is not limited to the above;

### **5.3 Approach**

This section outlines the BOARD's broad approach to the event and emphasizes the attitude that the successful Event management agency will need to demonstrate.

- a. Firstly, the hosting of the National Conference on Tribunals is in continuation to the first National Conference held at Bengaluru. This is the second National Conference therefore it must be understood that there is continuity. The Proposed EMA is advised to get in touch with the authorities in Bengaluru (Karnataka Appellate Tribunal) before hand so as to understand clearly what is expected of them.
- b. Professionalism – The event must be well organized, should run smoothly and demonstrate a World Class organizational ability.
- c. Developmental –The Event management agency must maximize the use of local resources, minimize the use of nationally or internationally imported products and must leave a legacy behind.
- d. Innovation – The approach should be one that minimizes costs whilst maximizing benefit to the visitors by being most creative in the management of the event.

#### 5.4 Contents of the Technical Presentation before the Technical Committee:-

The following should be explained while making the technical presentation before the Technical Committee:

- a. The Event Manager understanding the scope of work, highlighting issues of importance;
- b. The proposed methodology to be adopted;
- c. The approach paper should articulate what value-add the vendor will provide in achieving the stated objectives for the event and how the Event management agency will value and manage the event;
- d. Outline the main risks foreseen for this event and propose how they can be managed and mitigated;
- e. An organogram showing how the Event will be structured;
- f. An indication of the experience the Event management agency has had in organizing similar scaled events.
- g. **The Mementoes:-** The EMA has to provide the mementoes for the Guest, Panelists, & Participants. The EMA has to explain in the technical presentation as to what memento it is proposing to provide and where from it will be sourced.

#### 5.5 Event Management

- a. The Event management agency shall report to and work closely together with BOARD who has overall responsibility for preparing to host the National Conference on Tribunals.
- b. The event will have its own identity within the overall look and feel. This separates it clearly from other public events and distinguishes its unique character.
- c. Publicity and information materials to be placed properly for dissemination of technical know-how.
- d. The appointed Event management agency will be responsible for the overall preparation, planning, implementation and management.
- e. All planning, financial and activation documentation.
- f. Management of budgets.
- g. Establishing suitable areas within the Official Event area for the placement of necessary infrastructure requirements.
- h. Ensuring that the placement of all temporary infrastructure is in compliance with all City by-laws and does not impact negatively on any existing infrastructure service facilities and/or.
- i. Sourcing and contracting with suitable specialist service providers/suppliers where necessary – e.g., security, cleaning, hospitality, media management, food etc.
- j. A safe, clean, well-managed event with sufficient food outlets as well as all essential services for visitors;

- k. Restricted participants for the event, ensure proper communication mechanisms are in place regarding venue, accommodation etc.

## **5.6 Air ticket booking**

Bidder needs to arrange for the Air ticket booking for the delegates those who are travelling from various places of India. Payments will be made by the BOARD for the Air tickets. EMA shall only be paid the service charges as quoted in the Financial Bid.

## **5.7 Conference Venue and Hotel Booking:-**

The Conference shall be held at Hotel Maurya at Patna. The Hotel shall be booked by the Board. The rooms and the conference hall shall be booked by the Board as per the already approved rates of the state government. The catering shall also be arranged by the hotel as per the government approved rates. The EMA only has to coordinate with the hotel authorities with regard to these logistics.

## **5.8 Technical Specifications for Venue Development-**

The cost of rentals for Conference Hall at Patna (Location) and other licensing fee, security, power, water, housekeeping and other charges levied by the Hotel Owner shall be borne by Board.

**5.8.1 Preparation of the Conference Venue:** - The conference hall of the hotel shall be provided by the Board. The EMA has to decorate and beautify the conference hall as per the following requirements:-

- a. Based on the Hall Capacity the seating arrangement for 200 people should be arranged (Round Table)
- b. Dias: Should accommodate about 10 dignitaries and chairs should be on par with the standard quality.
- c. Adequate floral arrangement at the main stage and each table at the conference hall.
- d. Media Platform: To be erected to accommodate 20 media personnel.
- e. Console Platform for A/V to be erected as per requirement.
- f. Seating inside the Hall : Appropriate enclosures and adequate seating has to be provided for VVIP area, VIP area, Visitors etc.,
- g. Media enclosure: Should be arranged for about 20 media personnel. EMA should ensure that the media does not crowd around the stage during the event and there should be designated spaces for the media especially the TV channels. Separate platform to be erected for electronic media.
- h. Audio/ Visuals: State of the art A/V facilities should be provided to project the proceedings of the entire event in Hall. The necessary HD Projectors, two side screens, Delayed screens and Plasma screens to be arranged.
- i. Media Centre: With a seating capacity for about 20 persons with required arrangements.
- j. Control Office: To provide space for BOARD office at the venue at a centrally located place enabling to have easy access to all areas of the Event.
- k. EMA Control Room: EMA to have Control Room preferably adjacent to Board office for easy access.

- l. Dining/Water: This will be provided by the Hotel and paid by the Board. Role of EMA will be to smoothly coordinate the same. Water stations to be set up at different locations to provide packaged water and disposable paper cups.
- m. Registration counters: To be maintained and managed efficiently to handle large number of invitees without any confusion or chaos and capture the database of invitees
- n. Access control: Appropriate mechanisms should be provided by EMA for access control of various spaces in the event area such as VVIP area, Stage, Audience, Media Lounge etc.
- o. Venue Branding: To be taken care by the EMA.

#### **5.8.2 Photography/Videography**

- a. EMA to arrange 1 photographer and 1 videographer for the events in the Inaugural hall
- b. EMA shall produce and submit two copies of DVD's covering Photographs and Video coverage capturing the entire details of the event.
- c. The entire event will have to be covered and the raw-footage of the entire coverage will also have to be handed over to Board.
- d. EMA also needs to submit all the photographs taken during the Day.

#### **5.8.3 Invitations**

- a. Total Invitees should be 200+ by way of Hard copy, e-invite etc
- b. Address stickers: EMA should assist Board in listing out addresses for sending invitations. Postage / Courier charges to be borne by Board
- c. Work closely with Board to develop Inauguration invitee list.

#### **5.8.4 Others**

- a. Conduct the event keeping in mind the best interest of Judiciary
- b. Obtain necessary permissions and NOCs.
- c. Ensure the execution of works in accordance with the provisions of the agreement
- d. Arrange for crowd management activities and undertake enough measures to handle an emergency situation
- e. Coordinate with the Police Department, fire and emergency & medical services for suitable permissions/arrangements.

### **5.9 Post-Event Activities**

#### **Event Performance Report -**

Within 10 (Ten ) days from the conclusion of the Event, prepare and submit to Board, an "Event Report" for the assessment of the Event by the Board. The Event Report shall set out in reasonable detail the contents/features of the Event, photographs, videos, audios, mode of advertisements and promotional event, etc. As part of the report EMA shall also submit details of expenses incurred under various heads in the form of audited statements for the Event.

**5.10 Dismantling:** After the Event, any temporary structure wiring etc erected by the EMA should be dismantled to the satisfaction of the hotel.

**5.11 Miscellaneous:** All the details given in this Schedule may be modified by the EMA with the consent of the Board and any such modification shall be as per the good industrial practice and in the best interest of the Event.