

RFP for Selection of an
▪ Event Manager(Conference)
for

**PRAVASI BHARATIYA DIVAS
2017**

7 - 9 January 2017

at

Bengaluru(Karnataka)

**Ministry of External Affairs,
Govt. of India**

DISCLAIMER

This Request for Proposal (RFP) is issued by Ministry of External Affairs for the selection of an Event Manager for Conference Management from experienced companies/ organizations for Pravasi Bharatiya Divas 2017.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind for any party. The purpose of this RFP is to provide interested parties with information to assist the preparation of their Proposal and Bid.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be, comprehensive or to have been independently verified. Government of India nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed event, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and can be updated, expanded, revised and amended at the sole discretion of MEA. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither MEA nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed event, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Event.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Event. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of MEA, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based & nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Definitions

Agreement	Agreement that shall be signed between MEA and Event Manager (Conference). Standard agreement is attached as Annexure – 3 with all details.
Applicant	A company/organisation with international presence who have experience in managing international events of the scale and magnitude of Pravasi Bharatiya Divas and providing hospitality services to dignitaries and international speakers/ guests(excluding Air travel/Hotel/Transportation) and (Media & Publicity Campaign) & Arrangements for the successful conduct of the Inaugural, Plenary, various other Sessions and Valedictory Sessions, PBD Exhibitions, coordination of cultural programmes including providing audio visual equipment and crew for handling, qualified temporary manpower for discharging various event logistics.
Application	Application for qualification prepared in response to the RFP document as per section II.
MEA	Ministry of External Affairs
Client	Ministry of External Affairs, Government of India
EM	Event Manager
Event Logistics	The Pravasi Bharatiya Divas 2017 will include all activities for invitation, managing various sessions / seminars / cultural evenings and all activities listed in MoU, bringing out conference proceedings, collection of revenue, remitting revenue to Government and so on.
Event Manager	The successful Applicant selected by MEA for managing the Pravasi Bharatiya Divas 2017 pursuant to the 2-stage bidding process.
Financial Year	The 12-month period, in case of: Commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Working Day	Any weekdays (Mon-Fri) except national holiday. All event days would be considered as Working Day for the purpose of this event.
Partner Ministry/	If any particular Ministry / Department is partnering with Pravasi Bharatiya Divas 2017, they are treated as Partner Ministry / Department.

Department	
Partner State	The Partner State, who is partnering the ministry for the conduct of the PBD

Timelines for the RFP

Sl. No.	Item	Date	Time
1.	Date of Announcement	06.06.2016	10.00 Hrs.
2.	Date of Closing of Queries	09.06.2016	11.00 Hrs.
3.	Date of Pre- Bid meeting for any clarifications / explanation of queries (and very limited new queries)	15.06.2016	12.00 Hrs.
4.	Last Date for Modification in RFP (if any)	17.06.2016	10.00 Hrs.
5.	Date of Submission of Bids - All bids should have name details and contact information (address, email, telephone, mob, fax) of Agency on the outer envelope	01.07.2016	15.30 Hrs.
6.	Date of opening of Technical Bids ,	04.07.2016	10.30 Hrs.
7.	Presentation by eligible bidders and open house discussions	11.07.2016	10.30 Hrs.
8.	Last date of submission of modified Financial Bid, if any.	15.07.2016	14.30 Hrs.
9.	Declaration of Technical Scores	19.07.2016	1600 Hrs.
10.	Opening of Financial Bid	27.07.2016	17.00 Hrs.
11.	Declaration of Successful Bidder	19.08.2016	17.00 Hrs.

CONTACT PERSONS:

Ministry of External Affairs	
I. Smt. Vani Rao, Joint Secretary (OIA-II)	011 – 24676210 jsoia2@mea.gov.in
2. Shri S.N.V. Ramana Rao, Director(OIA-II)	011 – 24676146 diroia2@mea.gov.in
3. Shri Ranveer Bharti Under Secretary (OIA-II)	011-24197949 usoia2@mea.gov.in

1. INTRODUCTION

Pravasi Bharatiya Divas will be held from 7-9 January, 2017 at Bengaluru(Karnataka). Several high level dignitaries from abroad and India are expected to attend the event. Besides, it is expected that the event will be attended by **about 3000 overseas** and Indian delegates and **over 500 representatives** of the media.

Tenders along with the relevant schedules and appendices duly filled in, will be submitted online up to the time indicated in the timeline for RFP. The Bidders or their authorized representatives may be present at the time of the opening of the tenders.

The Proposal shall consist of two parts.

- Technical Proposal T-I and Bid Security
- Financial Bid as per Annexure-2

1.1 Technical Proposal: The Technical Proposal of the Bidder shall be submitted named T-I along with Bid Security. The following documents from a Bidder shall constitute T-I:

- a. Letter of Expression of Interest along with the following documents as applicable.
- b. Certificate of Incorporation
- c. Memorandum and Articles of Association
- d. Shareholders' Agreement in case of Limited Company
- e. Duly signed board resolution (s) authorizing the person signing the proposal to sign on behalf of the organization
- f. Company/organization registration certificate, valid Service Tax registration certificate and Permanent Account Number (PAN) issued by the Income Tax department. (Copy of each registration should be provided)
- g. Attested copy of the company/organization's annual report. Bidder should submit an undertaking that he has not been black listed by any Govt. Dept. /

Agency in India and that the services being quoted have not been rejected similarly.

- h. Signed and stamped copy of Annexure-1 as acceptance to reflect that the Terms and Conditions indicated in the RFP are acceptable to them.
- i. All documents as mentioned in the eligibility criteria as indicated in Para 3.1
- j. The bidder should have a reputed and experienced partner for branding. The details of this creative partner will also be evaluated in the technical bids.
- k. Bidders would be required to make a presentation for technical evaluation a copy of which could be submitted in Digital format.

1.2 Bid Security: A Bank draft / Pay Order of Rs. 20 lakh (Rupees Twenty lakh only) as Bid Security in favor of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" and payable at Delhi. The bid security will be valid for a period of 60 days beyond the bid validity period.

1.3 Financial Proposal: The financial proposal should be in the format given in Annexure-2.

2. Outline of Bid Process

- a. Applicants to download the detailed RFP from Ministry of External Affairs website (www.mea.gov.in) or Central Public Procurement Portal(Website: <http://eprocure.gov.in/eprocure/app>)
- b. Eligible applicants to submit detailed Applications in accordance with the process defined in this RFP document.
- c. Company/organizations which meet the eligibility criteria would need to showcase a presentation of detailed Plans to evaluate the various aspects of the event as mentioned in Technical Bid and scope of work. The presentations should be in digital form (to be submitted on a pen drive along with the Technical Bid) with technical detailing in hard copy. MEA can at its discretion, evaluate alternate plans.
- d. The bids shall be submitted online only at Central Public Procurement Portal (Website: <http://eprocure.gov.in/eprocure/app>).
- e. **Manual Bids will not be accepted.**
- (f) The Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the Tender Document.
- (g) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- (h) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- i. (i) The EMD will be in favor of : The Pay & Accounts Officer, Ministry of External Affairs, New Delhi and payable at Delhi.
(ii) Address to send the EMD : Joint Secretary (OIA-II), Room No. 916, 9th Floor, Ministry of External Affairs, Akbar Bhawan, Chanakya Puri, New Delhi-110021
- (j) No bid will be accepted after 1530hrs of 1 July, 2016.

- (k) Technical Bids will be opened as per the time line for the RFP and presentations would be made by bidders. A panel of senior officers of MEA will evaluate and award the technical scores to the same.
- (l) After evaluating the presentations the technical scores would be declared.
- (m) If during the open discussion and after seeing the presentations, it may be required to modify the RFP and notify the date for submitting revised financial bids from the qualified bidders, it may be done so by the Ministry.
- (n) The applicants who score 60 marks in technical evaluation will qualify and their bids would be kept and others **would not be considered**.
- (o) The shortlisted bidders may opt to remain present for the financial bid opening.
- (p) The applicants are expected to examine the RFP document in detail to submit their applications.
- (q) MEA reserves the right not to follow-up this RFP and terminate the entire selection process without any obligation to any of the organization at any stage.

2.1 TERMS & CONDITIONS FOR SUBMITTING THE BIDS:

1. **The bidders should submit the Technical and Financial Bids online only at Central Public Procurement Portal (Website: <http://eprocure.gov.in/eprocure/app>). Manual Bids will not be accepted. Earnest money deposit should be sent to Joint Secretary (OIA-II), Room No. 916, 9th Floor, Ministry of External Affairs, Akbar Bhawan, Chanakya Puri, New Delhi-110021.**
2. The rates shall be valid for a period of one year at least from the date of award of contract. The job shall be completed under the direct supervision and direction of the officer/officers deputed by the MEA.
3. The bidder will not be allowed to alter or modify their bids after expiry of the deadline outlined in schedule of bid process (except as provided for in the RFP specifically).
4. The Financial Bid will be submitted mentioning the rates of different work and items and for extra additional items of work/ services, the rates may be quoted on pro-rata basis also. The bidder is required to quote the rates for all items/services/works for PBD . The rates quoted otherwise will not be accepted and the tender will be liable to be rejected.
5. Bids/quotations received without Bid Security money will be rejected and their Technical and Financial Bids **will not be considered**.
6. Every bid shall be accompanied by a Bank Draft/Pay Order of Rs.20 lakh (Rupees Twenty lakh only) duly endorsed in favor of "Pay & Accounts Officer, Ministry of External Affairs, New Delhi" and payable at New Delhi as Earnest money.. The security shall be valid for a period of 60 days beyond the final bid validity period.
7. The selected/ successful bidder will have to deposit Performance Security for sum of Rs.50,00,000 (Rupees Fifty lakh only) or 10% of the total value of the work whichever is more by way of Bank Guarantee from a scheduled Commercial Bank in India (in a format prescribed by MEA before the issuance of work order).
8. The Performance Security shall remain valid up to 120 days beyond the completion of the event or completion of all contractual obligations whichever is later. The Performance security of any additional amount required for any particular work will have to remain valid for a period of 90 days from the date of completion of work.

9. No excuse will be entertained for non-compliance of the job in the stipulated time frame. If at any stage it is found that the work done by the contractor/bidder in any area is substandard or not up to the mark, the MEA will have full power/right to get the job completed from any other agency at the risk and responsibility of the contractor/bidder and deduct the expenditure so incurred from the bill and also forfeit the Performance Security money.
10. The rates quoted for the tender shall include transportation charges, boarding and lodging, incidental expenses and all applicable taxes of the deployed manpower and delivery of any material, if required at the PBD site.
11. Taxes charged will be as per rates prevalent at the time of award/execution of work in keeping with the relevant notification(s). Any change in Government levies, duties and taxes will be to the Event Manager's account. However, if a Bidder mentions lower levies / duties / taxes than the applicable ones, no extra amount will be paid but the Bidder will have to deposit applicable levies / duties / taxes, as the case may be. If higher percentages of levies / duties / taxes are quoted, only the applicable ones will be paid. All tax payments shall be as per the Agreement.
12. The responsibility of safety and security of the material/ manpower provided by the bidder at the exhibition site will rest entirely on them. The MEA will not be responsible for any safety of the manpower and or loss or damage to the items.
13. The Bid shall be valid for consideration by the Bid Evaluation Committee for a period of 90 days from the last day of its submission. However a period of at least one month will be given for execution of work.
14. The Financial scores (Tn) will be calculated on the basis of lowest financial quote (Fm) by awarding maximum financial score (i.e. 100) to the lowest bid i.e. Fm. The scores awarded to other bidders with a bid value of Fb will be $Tn = Fm/Fb \times 100$.
15. Final selection of the agency will be done on the basis of final score of the bid i.e. $(0.35 \times Tb) + (0.65 \times Tn)$. The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) will be considered the best value bid.
16. The penalty for non-completion of work/ unsatisfactory works will not exceed 50% of the cost of such works and the total value of the penalty imposed will not exceed 20% of the Contract Value in addition to forfeiture of Performance Security.
17. All rates would be in Indian Rupees.
18. All arrangements/equipment should be ready three days prior to the event date (7-9 January, 2017) in working condition.
19. The quantity mentioned in the RFP is as per the scope of work as on date. Quantities can be increased or decreased one week prior to the event or as the case may be.
20. The rates are to be quoted in Annexure-2 are to be inclusive of all taxes/VAT etc. VAT & service tax charged shall however as per rates prevalent at the time of award/ execution of work.

2.2 NON-CONFORMING BID

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. In addition, bids that appear to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the task may also be disqualified.

2.3 AMENDMENT OF BIDDING DOCUMENTS

At any time till 3 days before the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, the Client may modify the bidding document by amendment. All prospective Bidders who have received the Bidding Document shall be notified of the amendment by uploading on the web site referred to above or will be notified in writing by e-mail and / or post, and all such amendments shall be binding on them. The bidders are requested to visit the said web site on regular basis for checking necessary updates, if required. MEA reserves the right to extend the deadline for the submission of bids.

2.4 DISQUALIFICATION

The bid is liable to be disqualified in the following cases:

- a. Bid not submitted in accordance with this document.
- b. The bidder qualifies the bid with his own conditions.
- c. Bid is received in incomplete form.
- d. Bid is received after due date and time.
- e. Bid is not accompanied by all requisite documents.
- f. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
- g. In case the terms and conditions of the contract applicable to this invitation to tender are not acceptable to any bidder, he should clearly specify any deviation

2.5 FORFEITURE OF BID SECURITY

The Bid Security can be forfeited if a Bidder:

- (i) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- (ii) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- (iii) Violates any such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the client. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- (iv) In case of the successful Bidder, if the Bidder fails:
 - a. To sign the Contract in accordance with RFP or
 - b. To furnish Performance Guarantee

2.6 EXTENSION OF PERIOD OF VALIDITY

In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The Bid Security provided shall also be suitably extended.

3. EVALUATION OF BIDS

Evaluation of the bids will be done in two stages and at the end of every stage, short listed bidders will be informed of the result to have a fair and healthy competition. The following is the procedure for evaluation.

The Bid evaluation Committee may relax a very minor deviation both in pre qualification bid or technical bid as far as point to point adherence is concerned, so long as the deviation is suitably compensated or exceeded by any other higher specification or essential parameter to such an extent that the overall system performance or installation/operation related capability do not get compromised. While considering any such minor relaxation, it will be ensured that such a relaxation does not change substance of the bid or does not prejudice the bid process from the point of view of equity and fair play. The decision of MEA in this regard shall be final and shall not be called upon to question under any circumstances.

3.1 THE ELIGIBILITY CRITERIA

1. Company/organizations of international presence who have been in the field of organising event management of large scale and mega events similar in scale to the Pravasi Bharatiya Divas for a minimum period of 5 years at least are eligible (2010-11,2011-12,2012-13 and 2013-14, 2014-15)
2. The bidder should have organized events of similar nature and scale for a Govt. of India Ministry/Department/PSU in last three years
3. Total turnover from such events and similar work during last 3 years should be at least Rs.20 crores.
4. Sub-contracted or sublet job on their name will not be considered towards eligibility. The agency which has the work order shall only be considered for this purpose.
5. Bidder should be registered with Registrar of companies and should have a valid TIN/PAN/Service Tax number.
6. It is desirable that qualified manpower deployed should be in the age band of 21 years to 30 years (± 2 years)
7. The following documents should be submitted along with the Technical Bids:
 - a. Copy of work order from Government/ semi-government Department for last 3 years for events similar in scale to PBD 2017.
 - b. Balance Sheet and Profit and Loss accounts of his/her firm/ company, for the last 3 years, i.e., 2012-13 and 2013-14, 2014-15.
 - c. A certificate indicating the amount of Turnover from events managed for each year from the Chartered Accountant. Copy of the Work orders for each assignment in support of the turn over figure indicated.
 - d. Copy of registration certificate
 - e. Copy of Service tax/VAT registration certificate
 - f. Copies of Income-tax returns of last 3 years, 2012-13 and 2013-14, 2014-15 with PAN number.
 - g. Organization Profile

All documents from 7 above should be submitted only after due attestation by notary public.

3.2 TECHNICAL BID EVALUATION CRITERIA (TOTAL 100 MARKS)

The technical bids of only those bidders who are fulfilling all eligibility criteria will be evaluated. A minimum score of 60 would be required to qualify.

A. Presentation by the Agency on Concept and Plans for Event Management as envisaged in the scope of work with details of manpower deployment, Session management, **hospitality management**, venue arrangement, audio visual arrangements, rapporteuring and medial management, etc.(Maximum Marks 40)

B. Profile of the Agency (Maximum Marks 60)

1	Experience : < 5 years disqualify More than 5 years on percentile basis with bidder with maximum experience as an event manager will be getting 15 marks.	15
2.	The organization should have : (i) an annual turnover of over Rs.20 crore in each of the last 3 years for event management and adequate experience of organizing such large scale event like PBD. Bidder with maximum turnover will get 5 marks and others will get lesser on percentile basis	5
3.	The organization should have worked with a Government of India Ministry/Department/PSU in the last three years for organising logistics in India for an international event of similar in scale and magnitude to PBD in last three years Bidder with maximum experience will get 10 marks and others will get lesser marks on percentile basis	10
4	International connectivity in terms of global presence in major foreign countries having substantial population of Indian Diaspora in order to reflect network connectivity and event management capacity with international flavor bidder with maximum no. of countries with on office/ personal will be getting 10 marks and other will get lesser mark on percentile basis.	10
5	The organization should have a pan-India presence in the major cities of India in terms of regional chapters/offices/infrastructural support and other networking facilitation and event management skills. Agency with maximum office will 5 marks and others get lesser marks on percentile basis	5
6	Company/Organisation/Agency should have organized major national and international events/conferences/seminars organized during the last three years(2012-2013 and 2013-14, 2014-15) similar in scale to PBD involving participation of delegates from different countries of the world.	10
iii	No. of events of PBD stature organized having budget of more than 10 crore	5

each(Maximum Marks-5) Agency with maximum no. of such events will get 5 marks and others will get lesser on percentile basis	
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In case the Event Manager fails to submit the documentary proof mentioned above, then the Event Manager will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/ criteria.

Marks for specifications will be given after considering the incremental value above the minimum specifications wherever such specifications have been laid down in Annexure-2

Note:

- A. If, after evaluation of Technical Bids and finalization of exact Plan, it appears that certain quantities/nos. need to be changed substantially or some new line items are to be included, the Bidders may submit modified Financial Bids before the same are opened. However, prices of any line item cannot be increased at this stage except for any other reasons which are way beyond the scope of work originally envisaged in the RFP. If the bidder do not justify the reasons for increasing the line item cost mentioned in the original bid, the amount quoted in the original bid shall be considered as the bid amount of that item(s). Such exceptions on the increase in quantity and additional items, if any, not listed in the original RFP will be spelt out before receiving amended Financial Bids.
- B. All Applicants to Submit duly signed and stamped copy of Annexure-1 as acceptance to reflect that the Terms and Conditions indicated therein are acceptable to them.

3.3 THE FINANCIAL PROPOSAL

The financial proposal should be in the format given in Annexure-2

Financial bids (Rates) of the technically qualified agencies scoring 60 out of 100 marks and eligible as per Terms and Conditions only will be opened.

Scoring of the Financial Bid

The Financial scores (Tn) will be calculated on the basis of lowest financial quote (Fm) by awarding maximum financial score (i.e. 100) to the lowest bid i.e. Fm. The scores awarded to other bidders with a bid value of Fb will be $Tn = Fm/Fb \times 100$

3.4 SELECTION OF THE BIDDER

- The selection of the Event Manager(Conference) will be done on the basis of cost-cum-quality formula of marks obtained for Technical and Financial Bids. The calculation of marks will be done as described above
- 35 of the technical bid and 65 of the financial bid will be considered.
- Final selection of the agency will be done on the basis of final score of the bid i.e. $(0.35 \times Tb) + (0.65 \times Tn)$. The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) will be considered the best value bid.
- The applicant scoring overall highest score will be selected.

4. SCOPE OF WORK

- (i) Coordinating with MEA and suggesting themes/sessions/speakers for PBD convention from 7-9 January, 2017.
- (ii) Preparing theme paper for the event and concept notes for all sessions
- (iii) Preparing a record of proceedings and major recommendations of the event; Report about PBD
- (iv) Preparing a delegate directory and faculty directory for the event
- (v) Construction/decoration work at main venue/exhibition area/market place , cultural events, Youth PBD events etc.
- (vi) Arranging dinners/cocktails during 7-9 January, 2017.
- (vii) Arranging cultural shows during 7-9 January, 2107.
- (viii) Lunches/ tea and coffee for all delegates from 7-9 January, 2107.
- (ix) Conference bags/printing for delegates
- (x) Liaising with authorities for miscellaneous clearances for all PBD events
- (xi) Security for venues, invited delegates/speakers
- (xii) Hiring audio-visual equipment at all PBD venues.
- (xiii) Registration of delegates at or near venue of PBD/hotels.
- (xiv) Registration of delegates through PBD website and giving regular updates to Ministry.
- (xv) Arranging well trained Ushers and a professional Master of Ceremonies for all PBD events from 7-9 January, 2017
- (xvi) Arranging office equipment (including internet, telephone/faxes etc.) at PBD site from 5-9 January, 2017.
- (xvii) Getting exhibitors to participate in a concurrent exhibition in a total hangar area of up to 7500 sq.mtrs.
- (xviii) Getting sponsorships/barter deals for the event
- (xix) Coordinating with MEA, Partner(Logistics-Air Travel/Hotel/Transportation) and Partner (Media & Publicity Campaign), Service providers, Vendors, State Government for smooth arrangement for PBD.
- (xx) Event Manager(Conference) in coordination with Partner(Logistics-Air Travel/Hotel/Transportation) shall ensure that all guests/invitees/delegates are received/seen off well at the Airports/hotel/venue etc. and detailed information/invitation/programme etc. are given to them on arrival at Hotel/Venue
- (xxi) Any other job that MEA may prescribe

4.1 PERIOD

As per existing agreement conditions enclosed as Annexure-3.

4.2 USE OF EVENT DOCUMENTS AND INFORMATION

Bidder shall not, without prior written consent from MEA, disclose the Contract, or any provision thereof, or any specification, plan, pattern, sample or information furnished by or on behalf of the MEA in connection therewith, to any person / agency in the performance of the Contract.

All project related documents issued by MEA, other than the Contract itself, shall remain the property of the MEA and shall be returned (in all copies) to the MEA on completion of the work under the Contract.

Copyright of all the plans/ documents lies with MEA and agency cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

Agency should ensure no unauthorized distribution of audio / video recording of the event / conferences should be shared to anyone.

In any circumstances, for any conditions breach on developer's behalf, Applicant will be fully responsible for the same and if required, MEA may levy penalty for the same and / or any legal or administrative action taken against the developer.

4.3 SITE AVAILABILITY

As per existing agreement conditions enclosed as Annexure-3(para 1.9.1).

4.4 MAINTENANCE AND SECURITY

The Agency shall be responsible for maintenance of the provided area/venue and will keep the same clean/tidy during the occurrence of the event.

The Agency would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. MEA will not be, under any circumstances, responsible for this.

4.5 VENUE DETAILS

As per existing agreement conditions enclosed as Annexure-3(para 1.9.1).

5. OTHER IMPORTANT GOVERNING PROVISIONS

5.1 CHANGE IN MANAGEMENT I BIDDER COMPOSITION

No change in the composition of a Bidder will be permitted by the Ministry during the Proposal Stage.

5.2 ADDITIONAL ITEMS

After award of contract, if MEA in the interest of the event or because of any other need arising subsequently at its own discretion may order in -lieu or any new item(s), Subject to a condition that the value of such items(s) shall be arrived at through permissible price discovery modes, moreover the value of such items will not exceed 10 of the total contract value and will not give any undue benefit to shortlisted bidder.

5.3 RIGHT TO ACCEPT AND REJECT ANY OR ALL APPLICATION(S)

Notwithstanding anything contained in this RFP, MEA reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

Ministry reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

5.4 DISPUTE RESOLUTION MECHANISM

As per existing agreement conditions enclosed as Annexure-3.(Para 15)

5.5 SCHEDULE OF PAYMENTS

As per existing agreement conditions enclosed as Annexure-3.(Para 6 & 8)

5.6 TERMINATION

As per existing agreement conditions enclosed as Annexure-3.(Para 9)

In-case the event is called off for any unforeseen reason actual expenses incurred by the bid winning contractors till then will be mutually agreed and reimbursed. No other payment will be made.

5.7 FORCE MAJEURE

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible.

5.8 ARBITRATION

As per existing agreement conditions enclosed as Annexure-3.(Para 15)

5.9 JURISDICTION

As per existing agreement conditions enclosed as Annexure-3.

5.10 SUBMISSION OF BIDS IN RESPONSE TO THE RFP

The Bid documents **will be submitted online** and shall be opened in front of the selected bidders at the prescribed date and time and criteria.

How to apply

- (i) The bids shall be submitted online only at Central Public Procurement Portal
(Website: <http://eprocure.gov.in/eprocure/app>).
- (ii) **Manual Bids will not be accepted.**

FINANCIAL BIDS OF ONLY THOSE BIDDERS WHO MEET THE TECHNICAL CRITERIA WOULD BE OPENED.

The Technical and Financial Proposals should be marked 'Response to RFP for Conference Management of PBD 2017 and should be addressed to the designated officer of the Ministry of External Affairs:

Joint Secretary (OIA-II)
Ministry of External Affairs
Room No. 916, 9th Floor, Akbar Bhawan,
Satya Marg, Chanakyapuri,
New Delhi – 110021

The Proposal should be submitted on or before 1530 hrs on or before 01.07.2016

No Proposal will be accepted after the MEA deadline for submission and in the event of any proposal being submitted after the closing time for submission of proposals, the same shall not be considered.

(To be Signed and submitted by bidders on their letter heads)

Declaration regarding Acceptance of Terms & Conditions contained in the Tender Document

To

Ministry of External Affairs
Akbar Bhawan,
Satya Marg, Chanakyapuri
New Delhi - 110021

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document for the Selection of Event Manager(Conference) for Pravasi Bharatiya Divas 2017. I declare that all the provisions of this Tender Document contained in the RFP are acceptable to my company/organisation.

I further certify that I am an authorised signatory of my company/organisation and am, therefore, competent to make this declaration.

Yours Truly,

Name:

Designation:

Company/Organisation:

Address:

FINANCIAL BID

Sl. No.	Item	Rate per unit/ No./ days/ pro-rata basis	Cost	Remarks
1.	Construction/Decoration at main venue			
	<i>This shall include the following items. The list is illustrative not exhaustive.</i>			
	<ul style="list-style-type: none"> (i) Overall decoration of Conference Venue including stage as per standard requirements as in earlier PBDs (ii) Inaugural function (iii) Floral Decoration (iv) Audio Visuals for Plenary Hall (v) Equipment for Parallel & Interactive Sessions(5 setup) (vi) Equipment for VIP Room (vii) Equipment for Cyber Café (viii) Equipment for Private Meeting Rooms (ix) Equipment for Business Centre (x) Speaker's preview Room (xi) Equipment for Conference Secretariat 			
2.	Printing and Designing			
	<i>This would include the following. The list is illustrative not exhaustive:</i>			
	<ul style="list-style-type: none"> (i) Plain PBD Letterheads (ii) PBD Letter Heads for the event managers of evening programmes (iii) Letter Heads for the Chairman of the organizing Committee (iv) Special PBD Letter Heads (v) Continuation Sheets for the special letterheads (vi) Costs of Designing and printing of conference material including Directory of Participants, Theme paper, Speakers profile, writing pads, map of city, maps of the venues, pens, etc. 			
3.	<i>Printing and Designing of PBD brochures and theme paper</i>			
	<ul style="list-style-type: none"> (i) This would include the following items. <i>The list is illustrative not exhaustive.</i> (ii) Cost of designing & printing of PBD Brochures/ envelopes, theme paper and souvenir (iii) Cost of design & printing of PBD Posters. (iv) Designing & printing of one page B/W Registration Forms for PBD 			
4.	<i>Cost of designing & printing of PBD invitation cards:</i>			
	<i>This would include the following items. The list is illustrative not exhaustive</i>			
	<ul style="list-style-type: none"> (i) Designing cost of invitation cards for inaugural session, Plenary Sessions, entertainment evenings, lunches & dinners. (ii) Designing and printing cost of reply cards, security instructions, envelopes and car parking label 			
5	Communication at PBD Secretariat			
	<i>This would include the following items. The list is illustrative not exhaustive</i>			
	<ul style="list-style-type: none"> (i) Telephone calls/ Faxes (local, STD/ ISD) (ii) Internet 			

	(iii) Postage (iv) Courier (v) Mobile Bills (vi) Communication Facilities (vii) Total cost to be indicated for 3 days. Costs for additional days / session shall be on pro-rata basis.			
6.	Arranging well trained Ushers and a professional Master of Ceremonies for all PBD events from 7-9, January, 2017			
7.	Logistics (i) Rental for mobile phones/ mobile sim for use by LOs and MEA officials for ensuring smooth movements & co-ordination. (ii) Broadband Network Connectivity (On site) (iii) Safety, Security and Communication (iv) Manpower requirement - Kit Filling assistants, Airport Assistants, Coach (v) Assistants, Supervisor for all deployed staff, Registration Assistants, Hall Ushers, Preview Room Coordinators, Exhibition Coordinators Meeting and other room coordinators			
8.	Registration of Delegates at or near venue of PBD / Hotels This would include the following items. <i>The list is illustrative not exhaustive</i> (i) Cost for registration work (ii) Setting up of tailor made online registration pages in website of PBD (iii) Correspondence with delegates and resolving / answering related queries (iv) Onsite requirement including manpower at venue for 7 days (v) Cost of different kinds of badges for VIPs, officials, speakers, media, event manager/Partner etc. for more than 3000 persons			
9.	Cost of Conference Bags for 3000 delegates, officials, media persons, sponsors and other category of invitees.			
10	Conference proceedings which would include the following This would include the following items. <i>The list is illustrative not exhaustive</i> (i) Rapporteur for all events from 7-9 January, 2017 (ii) Assistance provided to rapporteurs (iii) Printing, Designing & Publishing of the Conference report (iv) Total cost for 3 days (additional days / session shall be on pro-rata basis)			
11	Catering cost (i) Cost of lunches/dinners for 3000 persons & cocktails (approx.) [The cost will be mentioned per lunch/dinner & will be payable based on actual number of lunches/dinners) (ii) Cost of tea/ Coffee, Snacks, beverages and mineral water (iii) Catering expenses on pre-event meetings (iv) Total cost for 3 days (rate for additional days / session shall be quoted on pro-rata basis) (v) In case of any lunch/ dinner is sponsored by any government department/			

	private bodies, the payment for the lunch / dinners organised by the event manager shall be done on a pro-rata basis.			
12	Cultural shows			
	This would include the following items. <i>The list is illustrative not exhaustive</i> (i) Cost of setting up the stage including light and sound facilities for 3 Entertainment Evenings at venues to be specified by MEA. (ii) (Rates for additional days shall be paid on pro-rata basis. Artists for cultural evening will be arranged by MEA.) (iii) Cost of stay of artists in the city hosting the PBD and local transportation.			
13.	Organising Exhibition			
	(i) Getting exhibitors to participate in a concurrent exhibition in a total hangar area of approximately 7500 square meters near the main venue. (ii) Specifications of scope of work are shown at Appendix-1 and break up of rates should be shown therein.			
14.	Miscellaneous expenses:			
	This would be required for the following items. <i>The list is illustrative not exhaustive</i> (i) Photocopying (ii) CD ROMs (iii) Bouquets (iv) Garlands (v) Name Boards (vi) Badges (vii) Backdrops at roundabout / Important intersections (viii) Banners (ix) Country Flags (x) PBD, MEA Flags (xi) Contingency for conference (Cost for additional days shall be paid on pro-rata basis and bills submitted)			
15.	Arrangements for visit of Event Manager officials to PBD State to meet various authorities for PBD related work			
16.	Management fee ^{(including} boarding/lodging/travel/mobile phone call charges of their respective staff)			
17	Insurance Expenses for the event as per actual costs			
	TOTAL COST OF ORGANISING PBD (Grand total of the Item-wise cost will be considered for deciding L-1)			

Notes:

1. The venue of PBD shall be identified by MEA. Venue rentals for government facilities (under Central Government or State Government/ UTs) or other

locations identified by MEA, will be on actual basis. Bidders may not indicate costs at bidding stage

2. Expenditure for PBD will be limited to item-wise consolidated amount quoted by L-1. Payment shall be made on production of bills and vouchers. If the expenditure is below this limit of consolidated item-wise amount awarded to L-1, MEA would pay the reduced amount to the Event Manager.
3. Payment for any extra activities such as travel, accommodation, printing cost of PBD proceedings, booklets for pre-PBD Seminar / Conference etc. which are outside the budget but essential for the successful completion of PBD , shall be made on a case to case basis, after securing approval of the Ministry through the duly constituted finance committee of PBD.
4. Management fee will be released by MEA after compliance of para 7 of the agreement (Annexure-3) between MEA and the event manager. Management fee shall be including boarding/lodging/travel/mobile phone call charges of officer/staff of Partner in connection with the conduct of the PBD
5. The successful bidder should also undertake to generate revenue through sponsorships up to a minimum of Rs 5 crores. Marketing fee will be paid a subject to the conditions laid out in clause 7 of the agreement and at following rates :
 - (i) Upto Rs. 5 crores : 5%
 - (ii) Above Rs. 5 crores & below 10 crores : 7.5%
 - (iii) Above 10 crores : 10%
6. The successful bidder will also prepare the theme paper for the PBD.
7. MEA reserve the right to change the timelines proposed on page 4-5.

Organizing Exhibition: Specifications of workA. STAND CONSTRUCTION

Sl. No.	Item	Quantity/ Area	Unit	Amount
1.	Aluminium Hanger Structure 100x65 (payment will be made for actual area on sq.m. basis)			
2.	4" high Wooden flooring			
3.	Ceiling fan in hangers			
4.	Air conditioning in hanger			
5.	Shell stand of size 3m x 3m in white powder coated aluminium modular system with following facilities in each stall:-			
6.	Passage carpeting (new)			
7.	Registration / Service counters – pagoda with internal finish (5x5), wooden flooring, carpeting, furniture & electricals, aircon.			
8.	Office – Pagoda with internal finish, wooden flooring, carpeting, furniture & electrical and aircon			
9.	Food Court: - Aluminium Hanger structure with roof covering, side panelling & lighting, Fans			
10.	Making of VIP lounge with paintings sofas, furniture & electrical fittings			
11.	Entry gates			
12.	Coirmatting in front of hangers			
13.	Power distribution with armoured cables from main panel board & generator up to hangers & sub distribution with main panel switch board & sub main panel board			
14.	General lighting for outside area: -			
15.	Metal halide 400 wt.			
16.	Halogen 500 wt.			
17.	Additional panel in hall for dead wall panelling			
18.	Wooden Stage			
19.	Head table with white cotton frill for 12 persons			
20.	Dias podium			
21.	Providing of soundproof generators complete with diesel & maintenance during the fair 250KVA – 18 nos x 4 days x 1.5 shift = 108 days/shifts			
22.	Providing of 125 KVA soundproof generators including diesel consumption for temporary power requirement & AC testing (2 nos)			
23.	Providing of Ordinary generator of 62 KVA with diesel for construction (15 days & dismantling period (6 days)			
24.	Providing of standby generator of 250 KVA without diesel (2 nos)			
25.	Earthing on panels & hangers			
26.	Generator of 125 KVA for night (1 no.)			
27.	Emergency Medical care facilities at all PBD venues and			

	venue of cultural programmes			
28.	Green Rooms at PBD main venue and separate rooms for male/female artists – with basic amenities, electricity, Air conditioner, water and refreshments			
29.	LED screens inside PBD venue Hall for audience			
30.	Microphones- including wireless Podium on stages (PBD venue and cultural event venues)			
31.	LEDs at cultural event venues for audience			
32.	Chairs, tables at all PBD venues for audience			
33.	Lounges for Prime Minister, Chief Minister, External Affairs Minister, Minister of State (EA), Foreign Secretary, OIA-II Division with adequate chairs, furnitures, amenities			
34.	TOTAL (A)			

NOTE : The list is merely illustrative and not exhaustive. The scope of work may increase or decrease depending on venue of event an payment will be made on actual basis only.

AGREEMENT

Between

MINISTRY OF EXTERNAL AFFAIRS (MEA)

And

.....

This Agreement is entered into and made on this day ofbetween:

The President of India acting through, Joint Secretary (OIA-II), Ministry of External Affairs, Government of India with its office at Akbar Bhawan, New Delhi – 110 021 (hereinafter referred to as **MEA**, which expression shall, unless repugnant to the context, include its successors and assigns) of the first part.

And

.....
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.....
.....

AND WHEREAS the Pravasi Bharatiya Divas (herein referred to as **PBD**) is the flagship event of the MEA and serves as a platform to have face to face dialogue with overseas Indians and engage them in India’s development.

AND WHEREAS the Event Manager a with offices overseas, and offices all over India and, has the necessary infrastructure and talent to organize and manage an event of the magnitude and scale of the PBD.

AND WHEREAS Event Manager has offered to manage and coordinate the overall conference management of the PBD 2017.

AND WHEREAS MEA has agreed for to be the Event Manager (Conference Management) to manage and co-ordinate all arrangements for the organization of the PBD 2017.

Now therefore it is agreed between the parties as follows:

OBJECTIVES OF PBD 2017

- Platform for engagement with NRIs and PIOs
- Inform them about progress in various sectors; policies/incentives for NRIs & PIOs
- Invite NRIs and PIOs to connect and contribute
- State Govt can showcase opportunities and connect with their Diaspora
-

Event Manager shall ensure that the arrangements for PBD 2017 and the approved budget meet the objectives defined above. Event Manager will exercise due diligence in ensuring that expenditure is incurred as per the guidelines laid down by Government of India and

ceiling laid down in this Agreement and approved by the Competent Authority. Event Manager will make best efforts to reduce the budgetary support to PBD 2017 and to make the event self-sustaining.

1. Terms and Conditions :

1.1 shall act as an Event Manager (Conference Management) of MEA with effect from date of signing of this Agreement. Event Manager is hereby fully authorized to do and perform all such lawful acts and deeds with the prior approval of MEA, subject to this Agreement, as deemed necessary and expedient for the purpose of PBD 2017.

1.2 Event Manager shall be responsible to organize the event as per the plan programme and time schedule approved by MEA. Action in respect of items of work whose details have not been drawn up at this stage shall be specified and timelines drawn up and submitted by Event Manager from time to time and approved by MEA. These shall also constitute an integral part of this Agreement.

1.3 MEA will convey approval for budget estimates under specific heads upon submission of a proposal in this behalf by Event Manager. Event Manager shall ensure that the ceiling for various items of expenditure, to be incurred on PBD 2017, as laid down in the approved budget is not exceeded.

1.4 Event Manager shall brief MEA on the preparatory arrangements for PBD Conference on a regular basis and shall obtain MEA's prior approval before executing the organizing of PBD 2017.

1.5 For smooth conduct and monitoring of PBD 2017, Event Manager shall nominate a Project Director for PBD 2017 who will function as the single point contact for MEA to receive all guidelines and directions from MEA.

1.6 MEA shall nominate officers who shall be giving directions and issuing guidelines to the Project Director of PBD 2017 duly nominated by Event Manager.

1.7 Event Manager shall co-ordinate with concerned security agencies and undertake all precautionary and security measures to ensure safe and successful execution of all the events related to PBD 2017.

1.8 MEA shall not be responsible for any act of omission or commission of Event Manager either in the court of law or otherwise.

1.9 Event Manager shall be responsible for the following :

1.9.1 Venue

The venue of PBD 2017 shall be The Inaugural/valedictory plenary/parallel sessions/lunches shall take place at and cultural evenings and dinners shall take place at on 7, 8 and 9 January respectively. These venues shall be booked by Event Manager and, in the name of the Ministry of External Affairs.

Event Manager shall coordinate with venue owners and make all necessary arrangements as per the plan approved by the MEA for the smooth conduct of PBD 2017. All arrangements shall have approval of MEA.

Security of venues, dignitaries, and participants of PBD Conference shall be the prime concern of Event Manager, which Event Manager shall ensure with the help of, SPG, MHA and other concerned agencies responsible for security.

Security plans of all venues shall be submitted to, SPG, MHA and other concerned agencies for approval, at least one month prior to the event and Event Manager shall execute the events as per the security guidelines given by the Security Agencies. While doing so, Event Manager shall keep MEA informed at every stage.

1.9.2 Programme and Content Inputs

Event Manager shall be responsible for:

- Giving programme inputs – for inaugural, valedictory, plenary and other sessions.
- Giving inputs for deciding the topics for various sessions.
- Suggesting inputs for decision on content and selection of panelists, Chief Guests, guests of honour and other participants in the various sessions.

1.9.3 Logistics

Event Manager shall work out the logistical requirements and arrangements for PBD 2017, and outsource the works to vendors wherever required, maintaining complete transparency in the selection process and ensuring that rates agreed are competitive and reasonable. Representatives of MEA shall be included in the selection process. In such process guidelines issued by Govt. of India from time to time will also be ensured.

The logistical arrangements shall be as per the plans and budget approved by MEA. The logistics will include all arrangements related to: -

1.9.4 Conference management including:

- Stage construction, lighting, setup of Conference Hall, Media Lounge, Secretariat, Faculty Lounge, Cyber Cafe, parking area, lunch area, and dinner area for approximately 2000 persons.

1.9.5 Hospitality management

- One reception/welcome desk each at major Hotels where delegates will stay.
- Arrangements for Master of Ceremonies for all the sessions of PBD 2017.
- Lunches and dinners from 7-9 January 2017, for about 3000 persons.
- Audio – visual requirement for all the sessions of PBD 2017 and Conference Hall, Media Lounge, Secretariat, Faculty Lounge, Cyber Café and Cultural evenings of PBD 2017.
- Opening of Ten (10) Registration counters at each venue and few counters at other locations suggested by MEA.
- Preparation and distribution of delegate kits (2000 in number). Delegate kit shall contain publications of PBD, note pad, map of, pen etc.
- Sufficient number of office equipment and photocopying machines to be installed in the Conference Hall, Media Lounge, Secretariat, Faculty Lounge, Cyber Café etc.
- Other necessary arrangements.

1.9.6 Documentation and Printing

- All printing work related to PBD Conference.
- Printing of letter heads, theme paper, faculty book, delegate directory, exhibitors directory, proceedings, coffee table books,, badges, programme (detailed and abridged) and Conference material in required number.

1.9.7 Sponsorships

- Decide on sponsorship deals in consultation with MEA.

1.9.8 Barter deals

- Work out barter deals and obtain approval of MEA.

1.9.9 Cultural Evenings

- Appointing Event Manager for Cultural Evenings
- Creative for cultural evenings
- Liaison with performers and arranging their travel and accommodation
- Executing the work within the budget

2. Validity of Contract

2.1 The contract shall be valid from the date of signing the agreement till all the deliverables are completed or such period as may be decided by MEA for PBD 2017.

3.Role of MEA

3.1 MEA shall facilitate the required clearances from various Government Departments for smooth conduct of PBD 2017, wherever necessary. In this context, coordination meetings with as the partner State will be held, which shall be attended by Event Manager.

3.2 MEA will assist Event Manager by way of writing necessary letters to the concerned authorities, speaking over telephone and meeting with them at appropriate levels as and when requested by Event Manager.

4. Responsibilities of Event Manager (Conference Management)

4.1 Event Manager shall have the following responsibilities:

4.1.1 Ensuring that the event is conducted smoothly and successfully in compliance with all applicable laws and regulations. Event Manager shall obtain all necessary approvals, No Objection Certificates, licenses, etc. from the competent authorities.

4.1.2 Event Manager shall conduct the event abiding by all rules, regulations and guidelines in force for use of venues as well as guidelines and directions issued by any administrative/judicial authority.

4.1.3 Event Manager shall be solely responsible for payment of all applicable taxes duties and all other Government levies in relation to the event which shall be a part of the approved budget.

4.1.4 Event Manager shall be solely responsible for the manpower which they engage for organizing the event.

5. Code of Conduct

5.1 is engaged as the Event Manager (Conference Management) for PBD 2017. The event is an initiative of the Government of India and is being organized solely by MEA. It is essential that the operations of Event Manager and that of its associates, sponsors and partners are completely above board. Thus, Event Manager shall undertake to

5.1.1 Use its best efforts to promote a positive image of PBD 2017.

5.1.2 Refrain from carrying out promotional activities without the consent of MEA.

5.1.3 Refrain from engaging in any promotional activities that could be interpreted as improper and/or cause embarrassment to the Government or related agencies.

6. Billing and Payment

6.1 Payment to Event Manager shall be governed by the PBD 2017 Budget estimates approved and the guidelines laid down by the finance committee of PBD 2017.

6.2 Expenditure incurred by Event Manager on behalf of MEA during the organization of PBD 2017 shall strictly adhere to established protocol norms and Govt. guidelines issued from time to time.

6.3 Payment to Event Manager shall be restricted to activities which are implemented on the ground and quoted in the approved budget. No payment shall be made for activities which are quoted in the budget but not implemented on the ground or not quoted by Event Manager in its budget and implemented without the consent of MEA. Event Manager shall certify all the activities implemented on the ground along with the approved budget.

6.4 Payment for activities which are outside the budget but essential for the successful completion of PBD 2017, shall be made on a case to case basis, budgets of certain items can be revised and approved by the designated official of MEA.

6.5 After completion of the event, the claims submitted by Event Manager duly supported by bills of vendors shall be subject to post-audit check by an independent auditor appointed by MEA.

6.6 Event Manager shall submit bills (duly supported by vendors' bills) within 45 days of the completion of the event which shall be duly certified by Event Manager.

6.7 Bills shall be submitted as per the approved budget estimate against the same heads which are mentioned in the approved budget.

6.8 Expenditure for PBD 2017 will be limited to a maximum of Rs. If the expenditure is below this limit, MEA would pay the reduced amount to Event Manager.

7. Management Fee and Marketing Fee

7.1 MEA has agreed to pay management fee of Rs. to for PBD 2017. The cost of boarding/lodging/travel/mobile phone call charges of officers and staff of the Event Manager shall be included in the Management Fee.

7.2 Marketing fee will be paid at following rates :

(i) Upto Rs. 5 crores : 5%

- (ii) Above Rs. 5 crores & below 10 crores : 7.5%
(iii) Above 10 crores : 10%

7.3 The cost of the joint permanent PBD Conference Secretariat, to be set up for the purpose, would be shared equally between Event Manager(Conference), Partner(Media & Publicity Campaign)), Partner(Logistics-Air travel/hote/transportation) and MEA. Event Manager shall submit an appropriate proposal for the consideration of the Finance Committee of PBD 2017.

7.4 Event Manager shall receive payments on behalf of MEA in the form of Cheque/ Demand Draft in the name of the “**Pay and Accounts Officer, Ministry of External Affairs**”, payable at New Delhi and shall submit the same to MEA within 7 days of their receipt, along with their details. Event Manager shall also maintain an account of all the payments received on behalf of MEA.

7.5 Event Manager shall be responsible for making payment to sponsors in case of any dispute arising out of agreement entered between the event manager and its sponsors.

7.6 Event Manager shall be solely responsible for payment of all applicable taxes, duties and all other government levies such as service tax etc. in relation to the event within the approved budget and shall not claim the same from MEA.

7.7 Event Manager shall also be responsible for deduction of TDS from payments released to vendors.

8. Schedule of Payment

8.1 Since Event Manager cannot afford to have large amount of funds tied up in the project, MEA may release funds on the bills being submitted for payment by Event Manager. The payment in this regard shall not exceed 30% of the quoted amount excluding Event Manager staff cost and any commission accrued to Event Manager on marketing of the event.

8.2 Further payment (basic cost) shall be reimbursed to Event Manager on the presentation of claims which shall be duly supported with receipt/ bills of the vendor to whom Event Manager has made payment.

8.3 Bills so presented by Event Manager shall be subject to verification by independent auditors appointed by MEA. The bills/claims shall be further subject to scrutiny of Pay and Accounts Office (PAO) of MEA. Every effort will be made by MEA for expeditious settlement of bills.

8.4 MEA shall not make any advance payment of management fee payable to Event Manager.

8.5 Management fee shall be paid only after the submission/ settlement of the final claim in respect of basic cost or after the final settlement of all the claims of the vendors appointed/engaged by Event Manager and also after the certification of Event Manager that no claim whatsoever is pending against MEA.

8.6 Marketing fee, as applicable, shall be paid to Event Manager only after all the revenues generated by Event Manager are fully realized in the books of Principal CCA, MEA, New Delhi.

8.7 Receipts of PBD 2017 shall not be adjusted for payment/ advance due to Event Manager/associates except payment made on account of marketing fee.

8.8 Event Manager(Conference) shall receive payments by ECS transfer to their account no. with the and Event Manager shall submit their claim to MEA, along with their details.

9. Termination of Contract

9.1 In case of failure in the performance of duties or premature termination or breach of contract on the part of Event Manager, Event Manager shall be liable for every loss or consequential damage without prejudice to other modes of recovery, and the cost of such loss/damage shall be recovered from them as arrears of Land Revenue or any other procedure established by Law.

10. Precautionary Measures

10.1 Event Manager, while observing economy in cost, shall ensure that quality of work is maintained as per the time schedule and as approved by MEA.

11. Representation & Warranties

11.1 This Agreement is being executed herein on the basis of representation including that:-

11.1.1 The persons executing this Agreement on its behalf have express authority to do so, and, in so doing, bind the party thereto;

11.1.2 Performance of this Agreement does not violate any provision of law, charter, regulation, or any other governing authority of the party; and

11.1.3 Performance of this Agreement has been duly authorized by all necessary corporate action and this Agreement is a valid and binding obligation of parties, enforceable in accordance with its terms.

12. Notices

12.1 All notices to be given in writing by either party shall be delivered by hand or sent by registered post to the respective party's address mentioned hereunder:-

Smt. Vani Rao

Joint Secretary (OIA-II)

Ministry of External Affairs

Room No. 916, 9th Floor, Akbar Bhawan,

New Delhi – 110 021

Mr.....

Event Manager (Conference Management)

.....

Or to such other address as either party shall at any time or from time to time furnish in writing to the other party, for the purpose of notice hereunder.

13. Severability

13.1 Each of the provisions in this Agreement are severable and distinct from the others and if at any time one or more such provisions become invalid, illegal or unenforceable, the validity,

legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

14. Force Majeure

14.1 War, invasion, revolution, riots, lockouts, strikes, work shut down imposed by Government acts or legislature or other authorities, act of God, which has affect for more than 5 days and which shall directly or indirectly prevent completion of the project within time specified in the Agreement, shall be considered Force Majeure. Event Managers shall be granted necessary extension to cover the delay caused by Force Majeure without any financial repercussions or the MEA may issue revised guidelines or instructions.

15. Arbitration

15.1 If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal consisting of a Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

16. Amendments

16.1 Any amendment, during the tenure of the Contract, shall be effected after mutual discussion and agreement and shall be in writing.

17. Entire Agreement

17.1 This Agreement supersedes all prior Agreements and undertakings, oral or written, between the parties hereto with respect to the subject matter hereto.

“IN WITNESS WHEREOF the parties have signed this Agreement, on the date first above written”.

Vani Rao
Joint Secretary (OIA-II)
Ministry of External Affairs
Akbar Bhawan, Room No. 916
New Delhi – 110 021

For and on behalf of the President of India

In presence of (1) WITNESS
(2) WITNESS

For and behalf of

In presence of (I) WITNESS
(II) WITNESS

