

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION
OF AN EVENT MANAGEMENT COMPANY FOR
KNOW INDIA PROGRAMME (KIP)**



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
(DIASPORA ENGAGEMENT DIVISION)**

Request For Proposal (RFP) for Engaging Services of a Company for for Organizing Familiarization Trips for Indian Origin Youth under Know India Programme (KIP) of the Ministry of External Affairs.

Tender No. OI-16016/11/2023-OIA-II dated 19.09.2023

Time lines for the Request For Proposal

Sr. No.	Item	Date	Time
1.	Date of Announcement	19.09.2023	1500 hrs
2.	Starting Date of Submission of bids	19.09.2023	1600 hrs
3.	Date of Pre-Bid meeting for any clarifications / explanation	22.09.2023	1500 hrs.
4	Last date of submission of bids	2.10.2023	1500 hrs.
5	Date of opening of Technical Bid	3.10.2023	1500 hrs.
6	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	TBC	TBC

Estimated Bid Value: Rs. 3.00 crore. Bid validity – 09 months

Note : (i) The above mentioned time-line are tentative. The Ministry reserves the right to modify the time lines on the grounds of administrative exigencies. If any changes made by the Ministry in the time-line, the same will be uploaded accordingly on CPP Portal.

(ii) If any contradiction or ambiguity is noticed in any clause of the Hindi and English version of this RFP, the English version of the RFP will prevail.

1. INTRODUCTION.

Ministry of External Affairs organizes **Know India Programme (KIP)** to introduce and familiarize Indian origin youth (18 to 30 years of age) with different facets of India, its cultural heritage, history, economy and progress made by the country in various sectors. KIP provides a unique opportunity for students & young professionals of Indian origin to visit India and develop closer bond with contemporary India. KIPs are conducted every year, in partnership and coordination with State Governments. Each KIP is of 21 days duration, involving a state leg of 7-10 days when the participants are taken to the respective state for state visit. In FY 2023-24, the Ministry envisages to conduct 08 editions of Know India Programme (KIP) with 40 participants in each edition. **However, the final number of participants in each edition will be decided by the Ministry in due course, and the amount payable will be calculated on pro-rata basis and as per actuals.**

2. OBJECTIVE.

The objective of this RFP is to select an appropriately qualified and adequately experienced vendor, to act as the Service Provider, who will enter into a Contract with the Diaspora Engagement (DE) Division of the Ministry of External Affairs to organize Know India Programmes (KIP) to be held in FY 2023-24, which may be further extended for a period of two years on the basis of mutual consent of both parties at the same rates and on the same terms and conditions (one year at a time).

3. SCOPE OF WORK.

The company would work under instructions and overall supervision of the Additional Secretary (Diaspora Engagement), MEA, New Delhi. The Ministry plans to organize **08 (Eight) editions of Know India Programmes** during Financial Year 2023-24 with the 40 participants in each KIP. During the 21 days visit to India, participants will visit Delhi and Agra. They will also visit to one or two Partner State(s) for a 7-10 days trip to familiarize with that State(s). Among the various elements of visit, the Company/ Service Provider will undertake following tasks with respect to organizing KIPs:

- 3.1 Arrange hotel accommodation (twin sharing basis in a 4 Star or above category of hotel), local transportation (Volvo AC Coach), boarding and lodging for KIP participants during their stay in India; airport-hotel-airport transfer during arrival and departure from India.
- 3.2 Arrange visit of the participants to places of historic, cultural, industrial and touristic importance in India as per itinerary decided by Ministry.
- 3.3 Coordinate meeting of participants with leadership of the Central/State(s) as directed by the Ministry.
- 3.4 Arrange interactive sessions in premier universities/organizations in Delhi/Partner State(s).
- 3.5 Ensure security of KIP participants and provide medical care as per requirement. A panel of hospitals to be identified by the service provider to deal with urgent medical needs.
- 3.6 Bring any untoward incident during KIP with regard to safety, security and health of KIP participants immediately to the attention of Ministry of External Affairs.
- 3.7 Coordinate with State Government to facilitate and arrange all aspects of the visit to the State.
- 3.8 Design & supply of KIP related merchandise (including pens, notepads, cotton T-shirts, Cotton/ Jute Kit Bags) with KIP logo and design for promotion and branding of the Programme.

4. **ELIGIBILITY CRITERIA.**

- 4.1 The bidding company must be a company registered/ incorporated in India with domain expertise in making travel, hotel and local logistic arrangements.
- 4.2 Bidder should have appropriate licenses like PAN, TIN, TAN, VAT, GST/Service Tax Number etc. in their own name.

- 4.3 Bidder should be based in Delhi or have a branch office in Delhi.
- 4.4 Minimum average annual turnover of the bidder should be at least Rs. 01 Crore per annum during the period FY 2017-18, FY 2018-19 and FY 2019-20. In case of MSMEs/Startups/SHGs, the average annual turnover may be relaxed to Rs. 80 lakh per annum during the period from 2017-2018 to 2019-20, subject to fulfillment of other criteria.
- 4.5 The bidding company must have experience of at least 5 years (until 2022-23) in arranging travel, logistic support etc for foreign nationals visiting India for tourism or business. In case of MSMEs/Startups/SHGs, the number of years of prior experience may be relaxed to three years, subject to fulfillment of other criteria.
- 4.6 The bidder shall not have been blacklisted by any of the Departments/ Ministries/ Organization of the Government of India.
- 4.7 The bidder shall not have any criminal proceeding pending/in progress in any court of Law/Forum.
- 4.8 The bidder shall not have been expelled/terminated from a project for default by any Organisation/Government Departments.
- 4.9 The bidding Company should demonstrate its capacity to handle more than 04 KIPs if required.
- 4.10 The bidder should have minimum of 10 employees on its payroll. An undertaking in this regard will be obtained.
- 4.11 Sub-contracting or subletting job in the name of the bidder will not be permitted. The agency which has the work order shall only be considered for this purpose and would execute the contract directly. Also, bids submitted by separately incorporated vendors by way of formation of a Joint Venture (JV) or Consortium will not be considered.

Note: Relaxation/Exemption to MSMEs/Startups/SHGs regarding turnover and experience will be granted as per Ministry of Micro, Small & Medium Enterprises (MSMEs) Policy Circular No. 1(2)(1)2016-MA dated 10th March, 2016 and Ministry of Finance Office Memorandum of even number dated 25th July, 2016 subject to meeting of quality and technical specifications in accordance with the relevant provisions of General Financial Rules, 2017.

5. TECHNICAL AND FINANCIAL BID.

The terms of Contract will be, as per provisions indicated in the succeeding paragraphs, on the basis of two-tier tender process consisting of Technical Bids and Financial Bids. Eligible Bidding Companies are invited to submit detailed Technical and Financial bids for organizing KIPs in accordance with RFP. The terms and conditions of the bidding documents are given below:

5.1 TECHNICAL BID DOCUMENTS.

5.1.1 Certificate of Registration/ Incorporation.

5.1.2 Memorandum and Articles of Association for incorporated company.

5.1.3 Shareholders' Agreement in case of Limited Company.

5.1.4 Duly signed board resolution(s) authorizing the person signing the proposal to sign on behalf of the organization.

5.1.5 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).

5.1.6 Attested copies of the company's annual reports of last five years.

5.1.7 Documents certifying the similar events organized and number of foreign nationals handled by the bidder in last five years.

- 5.1.8 Documents certifying the staff employed in the company.
- 5.1.9 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.
- 5.1.10 Documents regarding the experience of at least 3 years in arranging travel, logistic support etc for foreign nationals visiting India for tourism or business,with amount involved/ contract value in each case.
- 5.1.11 Balance Sheet and Profit and Loss accounts during the FYs 2017-18, 2018-19 and 2019-2020.
- 5.1.12 Copies of Income-tax returns of last during the FYs 2017-18, 2018-19 and 2019-2020.
- 5.1.13 Organization Profile (as per Annexure-II).

Note: Ministry also reserves the rights to call for additional information from the bidders.

5.2 **FINANCIAL BID DOCUMENT.**

- 5.2.1 Bidders are advised to quote their rates against the required services in the Financial Bid document (BOQ file).
- 5.2.2 Arrangements like accommodation, food, transportation, guide etc in the Partner State(s) is the responsibility of the respective State Government. If the above arrangements are not provided by the Partner State then Event Management Company (EMC) has to make these arrangements on the quoted rates which will be payable by the Ministry to the Event Management Company. The rate shall be applicable in all the State(s).
- 5.2.3 Protocol/LOs from State Government / Security Escort where required to be provided by the State Government.
- 5.2.4 Travel expenditure by Air / by train / by road from Delhi to partner State(s) and back to Delhi for 40 Participants would be

paid as per actuals. For the purpose of air-tickets, if required, booking must be done through government approved agencies only, viz. M/s Balmer & Lawrie, M/s Ashoka Tours & Travels and M/s IRCTC as per extant government regulations in this regard and as per DOE O.M No. 19024/03/2021-E.IV dated 16.06.2022.

5.2.5 Contingency charges include Photo Badges for participants, entry tickets for monuments, E-bus service at Taj Mahal, Taxi charges for transportation of ailing participants to hospitals, Lunch for ailing participants and any other emergent expenditure etc. would be paid on actuals.

5.2.6 Rates mentioned in the financial bid document (BOQ file) will be proportionately reduced if number of participant is less than 40 in each KIP group.

5.2.7 Payment for additional services beyond to prescribed in this RFP will be paid as per mutual consent of the parties.

6. **EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.**

Bidders are required to submit bid Security of Rs 9,00,000/- (Earnest Money Deposit) without which 'Financial Bid' will not be opened. The bid security shall be submitted in the form of Accounts Payee Demand Draft, Insurance Surety Bonds, Fixed Deposit Receipt, Banker's Cheque or Irrevocable Bank Guarantee (including e-bank guarantee) from any of the commercial banks or payment online in an acceptable form in favour of Pay and Accounts Officer (PAO), Ministry of External Affairs, Akbar Bhawan, New Delhi. The bid security is normally to remain valid for a period of 45 days beyond the final bid validity period. Bid security of the unsuccessful bidders would be returned within **30 days of** finalization of Technical Evaluation Report, **whereas no interest shall be payable on the returned bid security.** MSMEs/Startups/SHGs will be exempted from submission of EMD as per extant government guidelines. They will be required to submit a Bid Security Declaration as per format attached (Annexure-I).

Note: Relaxation/Exemption to MSMEs/Startups/SHGs regarding turnover and experience will be granted as per Ministry of Micro, Small & Medium Enterprises (MSMEs) Policy Circular No. 1(2)(1)2016-MA

dated 10th March, 2016 and Ministry of Finance Office Memorandum of even number dated 25th July, 2016 subject to meeting of quality and technical specifications in accordance with the relevant provisions of General Financial Rules, 2005.

7. **SUBMISSION OF BIDS.**

7.1 The offers/bids may be submitted online on Central Public Procurement (CPP) Portal at <https://eprocure.gov.in/eprocure/app>. Only online bids are accepted.

7.2 Any wrong/false information given in this regard may lead to cancellation of the claim/eligibility of the prospective Event Manager.

7.3 No conditional bid shall be allowed/accepted.

7.4 The last date of submission of bids is **Monday, 2.10.2023** at **1500hrs**.

8. **PRE-BID MEETING.**

A pre-bid meeting will be held on **Friday, 02.10.2023** at **1500 hrs.** to clarify issues if any related to tender documents for all prospective bidders at Room no. 911, 9th Floor, Akbar Bhawan, Chanakyapuri, New Delhi. The Ministry reserves the right to modify the time lines on grounds of administrative exigencies which will be informed on CPP Portal.

9. **OPENING OF BID.**

The bids shall be opened at Ministry premises in the presence of the members of Tender / Selection Committee will be constituted in this regard and bidders or their authorized representatives who choose to attend the opening of bids. Authorized representative with authority letter on the letter head of bidding company duly signed by the bidder only will be allowed to attend. The technical bids would be opened on Tuesday, 03.10.2023 at 1500 hrs or a subsequent date in Conference

Room, 9th Floor, Akbar Bhawan, Chanakyapuri, New Delhi-110021. In case the above dates of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day.

10. EVALUATION OF BIDS & AWARDING OF CONTRACT.

10.1 EVALUATION OF TECHNICAL BID.

A duly constituted Tender Evaluation committee will evaluate the bids. The Technical Bids will, in the first instance, be examined to ascertain fulfillment of eligibility criteria and submission of required documents. Evaluation will be based on documentary evidence submitted by the bidders with respect to pre-qualification /evaluation/selection criteria.

Each responsive proposal will be evaluated out of maximum of 100 marks as per following criteria:

Profile of the Agency (Maximum Marks 100):

Sr. No.	Description of each evaluation criteria	Marks
(i)	<p>Past Experience in work of similar nature;</p> <p>Bidder with experience of above 10 years – 30 Marks</p> <p>Bidder with experience of 8 to 10 years – 25 Marks</p> <p>Bidder with experience of 5 to 7 years – 22.5 Marks</p>	30
(ii)	<p>Turn-over:</p> <p>Bidder with average annual turnover of Rs. 5 crore per annum* during the period 2017-18, 2018-19 and 2019-20- 30 Marks</p> <p>Bidder with average annual turnover from Rs. 3 to 5 crore* during the period 2017-18, 2018-19 and 2019-20- 25 Marks</p> <p>Bidder with average annual turnover equal to Rs. 1 crore/ 80 lakh (for MSME/SHG) or above but less than Rs. 3 crore* during the period 2017-18, 2018-19 and 2019-20- 22.5 Marks</p> <p><i>* (in case the turnover in any Financial Year would fall below minimum</i></p>	30

	<i>bracket in any category, marks obtained by the bidder would be reduced proportionately)</i>	
(iii)	<p>Number of staff employed on the payroll of the company;</p> <p>15 Marks for 10 to 15 employees</p> <p>18 Marks for 16 to 20 employees</p> <p>20 Marks for above 20 employees</p>	20
(iv)	<p>Number of events* of value not less than Rs. 40 lakh conducted in last 3 years;</p> <p>i) For 1 to 3 events* of value not less than Rs. 40 lakh per event conducted in last 3 years: (15 marks)</p> <p>ii) For 4 to 6 events* of value not less than Rs. 40 lakh per event conducted in last 3 years: (18 marks)</p> <p>iii) For 7 or more events* of value not less than Rs. 40 lakh per event conducted in last 3 years: (20 marks)</p> <p>* Events involving making of logistic arrangements like accommodation, food, domestic travel by road/air and other arrangements associated with conducted tours, preferably with participation of foreign nationals.</p>	20

A minimum score of 75 points would be required to qualify for the opening of Financial Bid.

A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.

10.2 EVALUATION OF FINANCIAL BIDS.

FINANCIAL BIDS OF ONLY THOSE BIDDERS WHO MEET THE TECHNICAL CRITERIA WOULD BE OPENED. The Financial Bids of

the technically qualified bidders will be evaluated and the bidder who will quote the total lowest quote will be awarded the contract.

10.2 The contract shall be awarded on the basis of the lowest rate quote. L1 will be decided on the basis of sum total of all items in BOQ.

10.3 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

10.4 If two or more bidders have offered the same rate, the bidder scoring higher marks at technical stage shall be awarded the contract. In case, there are more than one L1 with the same technical score, the work will be awarded to the bidder with higher turnover. If turnover is also same, decision of Evaluation Committee will be final based on other parameters, as determined by the Committee.

10.5 During the period, no request for increase in quoted rates shall be accepted under any circumstances.

11. **CONTRACT PERIOD.**

11.1 The successful bidder will enter into an agreement with Diaspora Engagement (DE) Division, Ministry of External affairs. The period of contract will be valid for a period of one year from the date of signing of contract, which may be further extended for a period of two years on the basis of mutual consent of both parties at the same rates and on the same terms and conditions (one year at a time).

11.2 In case services of the Company/Event Manager is found unsatisfactory on account of laxity in KIP management and feedback received from KIP participants their services may be terminated immediately without any advance notice. MEA reserves the right of making appraisal of the services of the Event Manager.

11.3 The Ministry has the right to terminate the contract if during the review process, it is found by Ministry that the services rendered by Service Provider/Event Manager did not meet the standards of

quality and efficiency of the services expected of the Service Provider/Event Manager as per the RFP.

11.4 **Compensation Clause:** MEA reserves the right to claim compensation to cover its losses for organizing the rest of the events at higher rate in case of non-performance or sub-par rendering of services by EMC leading to termination of contract. MEA may also recover the extra expenses that need to be borne by MEA in case a new EMC has to be hired at a higher rate in case of non-performance of EMC as per performance criteria. In addition to this, MEA would reserve the right to impose any other penalty including blacklisting of the EMC.

12. **PERFORMANCE SECURITY.**

Performance security is also required to be submitted by the successful bidder awarded with the contract irrespective of its registration status etc. Performance Security will be about 3% of the contract value. Performance security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank guarantee) from any of the commercial bank or payment online in an acceptable form in favour of Pay and Accounts Officer (PAO), Ministry of External Affairs, New Delhi. Performance security should remain valid for a period of 60 days, beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.

13. **MODE OF PAYMENT.**

13.1 Payment against bill/Invoice shall be released only after execution of the order and the quality of the services are found to the satisfaction of MEA.

13.2 Payment will be made direct to the supplier through NEFT/RTGS or through A/c payee cheque. No request for other mode of payment will be entertained. payment will be made to the Bidder on a pro rata basis, wherever applicable.

13.3 No advance payment will be made in any case.

12. PENALTY CLAUSE AND FORCE MAJEURE.

- 12.1 Refusal or inability or delay or any false statement by the successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiting of EMD/PS/revoking of Bank Guarantee as well as disqualification of the bidder from participating in future tenders. The penalty for non-completion of work/unsatisfactory works will not exceed 10% of the contract value 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.
- 12.2 Ministry may consider relaxing the penalty and delivery requirements, as specified in this tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.
- 12.3 Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders' premise, etc.

13. CORRUPT OR FRAUDULENT PRACTICES

- 13.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- 13.2 Ministry shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 13.3 Ministry may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

14. SETTLEMENT OF DISPUTES AND ARBITRATION.

- 14.1 All disputes, differences and questions arising out of or in any way touching or concerning this Request for Proposal (RFP) or subject matter thereof or the representative rights, duties or liability of the parties shall first be resolved through consultation. If the issues raised remain unresolved even after 30 days, either party may refer the matter to arbitration.
- 14.2 The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.
- 14.3 No part of the Request for Proposal (RFP) shall be suspended on the ground of pending arbitration proceedings.
- 14.4 The decision of the arbitrator shall be final and binding on the parties.
- 14.5 **The place of arbitration shall be in New Delhi and language of arbitration shall be English.**

15. GOVERNING LAW

This shall be construed and governed by the Laws of the India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law for any interim reliefs.

16. GENERAL TERMS AND CONDITIONS

- 16.1 Mere submission of bid, shall not confer any right whatsoever on the submitting entity.
- 16.2 The Bid Validity shall remain for a period of 6 months from the date of publication of RFP.
- 16.3 It shall be obligatory on part of the submitting entity to furnish any further information as may be sought by Ministry.

- 16.4 Incomplete proposals are liable to be rejected.
- 16.5 The Ministry, may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Ministry of External Affairs' website and Central Public Procurement (CPP) Portal.
- 16.6 The Ministry reserves the rights to reject any bid without assigning any reasons. The decision of the Competent Authority in this regard shall be final and binding on the parties concerned.
- 16.7 The Service Provider should be directly involved in providing services in organizing KIPs and should not outsource this responsibility to another company or partner on a royalty or commission basis or any other such arrangement. If such an arrangement is noticed, the Ministry has the right to terminate the Contract, en-cash the bank guarantee for premature termination of contract and impose a future ban against taking part in the tender process.
- 16.8 The company should have financial capacity to organize this programme and making advance booking of hotels, foods, air tickets, rail tickets and transportation cost etc for the participants.
- 16.9 No additional payment to Escorts for travel (within Delhi, Delhi to Partner State and in Partner State), food, accommodation and others would be paid.
- 16.10 If local hospitality is being provided by the hosting State the services required from the EMC, would be proportionately reduced.
- 16.11 The number of events and participants are not binding upon the Ministry and there is no guarantee of minimum order to be placed on the bidder during one year duration from date of award of contract.

16.12 Bids should only be submitted online through e-procurement model (CPPP).

(Manika Jain)
Additional Secretary (DE)
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Telephone: 011-24676210

BID SECURITY DECLARATION FORMAT

We, the undersigned, declare that:

We, M/s.....(herein referred as bidder) understand that, according to bid clause No.... Bids may be supported with a Bid Securing Declaration, therefore, rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with the Ministry of External Affairs for a period of 3(Three) years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the period of bid validity period ors extended period, if any.
- (b) In case of successful Bidder, if the Bidder fails to sign the agreement in accordance with the terms and conditions(including timelines for execution of the agreement) of this tender or fails to furnish the Performance Bank Guarantee(if applicable) in accordance with the terms and conditions(including timeslines for furnishing PBG) of this tender.
- (c) During the bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder, or thirty days after the validity of the bid; whichever is earlier.

(Signature)
Authorised Signatory Name:
Designation

Office seal

Place

Date

Annexure-II**ORGANIZATION PROFILE***(To be submitted as a part of Technical Proposal)*

Sl No.	Criteria	Particulars (to be filled in by bidder)
1.	Name of the Company	
2.	Date/ Year of Incorporation	
3.	Mission, Vision & Core Values	
4.	Nature of Services being Provided	
5.	Outstanding Achievements & Awards, if any	
6.	Attached/ Partner offices in India & abroad, if any	
7.	Client(s) in public sector/ PSUs, if any	
8.	Contact Details & Social Media Handle	

DRAFT AGREEMENT

Between

THE MINISTRY OF EXTERNAL AFFAIRS

And

EVENT MANAGEMENT COMPANY (EMC)

This Agreement is made on this day of..... 2023 between the Ministry of External Affairs and EMC for conducting of —— editions of Know India Programmes (KIPs) of the Ministry during the Financial Year 2023-24.

The President of India acting through Ms. Manika Jain, Additional Secretary (DE), Ministry of External Affairs, Government of India having office at Akbar Bhawan, Chanyakpuri, New Delhi - 110021 (hereinafter referred to as **MEA**), which expression shall unless repugnant to the context, include its successor in office and assigns) of the First Part

And

M/s _____, an event management company having its office at _____ India (hereinafter referred to as EMC), which expression shall unless repugnant to the context, include its successors, administrators and permitted assigns of the Other Part, hereinafter collectively referred to as Parties.

WHEREAS MEA has decided that —— editions of **Know India Programme** (herein referred to as **KIP** be undertaken through an Event Management Company herein referred to as **EMC**.

AND WHEREAS the Parties are desirous to reduce into writing their respective roles, duties and liabilities in this regard;

The Parties Hereby Agree as under:

1. OBJECTIVES OF KIP. The objectives of KIP shall be:

- (i) To introduce youth of Indian origin to the culture, heritage, history, economy and development of India.
- (ii) EMC shall exercise due diligence in ensuring that expenditure incurred is as per the Tender Bid for Know India Programmes.

1. TERMS AND CONDITIONS.

- 1.1 EMC shall act as an event manager of MEA and as host institution with effect from date of signing of Agreement to set up the working of KIP. EMC is hereby fully authorized to do and perform all such lawful acts and deeds subject to this Agreement, as deemed necessary and expedient for the purpose of internationalizing KIP to meet the defined objectives.
- 1.2 EMC shall ensure that the operational cost to be shared by MEA does not exceed the approved budget. (as per quotation submitted).
- 1.3 EMC shall brief MEA on the preparatory arrangements for setting up the KIP on a regular basis.
- 1.4 EMC shall be responsible for coordinating the entire operation of the KIP and will be the single point of contact for MEA.
- 1.5 The scope of the Agreement may be enlarged or reduced by mutual consent of the Parties in writing.

2. VALIDITY OF AGREEMENT.

The period of contract will be valid for a period of one year from the date of signing of contract, which may be further extended for a period of two years on the basis of mutual consent of both parties at the same rates and on the same terms and conditions (one year at a time).

3. RESPONSIBILITIES OF MEA.

- 3.1 MEA will assist by way of writing necessary letters to the concerned authorities for getting government clearances, if required.
- 3.2 Payment of the bills by the MEA as per quote submitted will be within a reasonable time.
- 3.3 The schedule of KIP during 2023-24 (List of KIP participants and their schedule of arrival and departure) will be provided by MEA to EMC.

4. RESPONSIBILITIES OF EMC.

- 4.1. Overall coordination and to undertake KIP in the agreed manner as per the terms of tender/ document.
- 4.2. Ensure that the KIP shall be operated smoothly and successfully.
- 4.3. Be the coordinating link between MEA on one hand and the State Governments on the other.
- 4.4. Ensure smooth travel, stay and other logistic arrangements of KIP in New Delhi and partner states if not provided by the state governments.
- 4.5. Submit the bills to the MEA as per the quote within 03 months.
- 4.6. EMC will follow other terms and conditions described in the RFP (Request for Proposal) document.

4.7. EMC will prohibit assignment of the responsibilities under the Agreement to any third party without the express consent of the MEA.

4.8 EMC, while observing economy in cost, shall ensure that quality of work is not compromised.

5. CODE OF CONDUCT.

5.1 EMC is engaged as Event Manager for operating KIP. The KIP is an initiative of the Government of India and is being established solely by MEA. EMC shall undertake to:

(i) Use its best efforts to promote a positive image of KIP.

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

5.2 In all its dealings on KIP, the EMC shall follow the arm's length principle.

6. FINANCIAL IMPLICATIONS.

6.1 The Ministry will pay EMC the agreed sum for its role in KIP as per quote submitted in response to the Tender (on pro-rata basis). This will be in terms of fixed fee for any branch of EMC providing the service on an actual basis rather than having a cascading effect (As per Tender).

6.2 The arrangement will be in the mode of that with an Event Manager and there shall be the spirit of cooperation rather than a profit making exercise.

7. BILLING AND PAYMENT.

7.1 MEA shall make the payment to EMC as per the quote submitted (on pro rata-basis). However, the payment shall be

made after the examination of the bills submitted by EMC along with the statement of expenditure.

- 7.2 The accounts of the expenditure on the KIP shall be maintained in the manner prescribed by MEA in a transparent manner.
- 7.3 EMC shall be solely responsible for making all payments including stay of participants, their internal transport including air fare etc. of all the hiring charges for running the KIP. MEA shall not be responsible for any act of omission and commission of EMC in this regard.
- 7.4 The Management/Programme provider fees plus applicable taxes indicated in the financial bid would proportionately be reduced if number of participants is less than 60 in each KIP.

8. TERMINATION OF CONTRACT.

- 8.1 In case of failure in the performance of duties or premature termination or breach of contract on the part of EMC, EMC shall be liable for every loss or consequential damage and without prejudice to other modes of recovery, the same shall be recoverable from Party through the procedure established by Law.
- 8.2. MEA or EMC may terminate this Agreement at any time giving 30 days prior notice in writing. However all ongoing projects shall be completed even after the termination of the Agreement and EMC will be paid by MEA as per terms in Tender document.
- 8.3 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the EMC and/or the EMC goes bankrupt and becomes insolvent, MEA shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by MEA and in that event security deposit in the form of Performance Bank Guarantee shall be forfeited and in such event the EMC is liable to be blacklisted by the MEA.

9. REPRESENTATION & WARRANTIES.

This Agreement is being executed hereto on the basis of each of the Parties representation that:-

- (i) The persons executing this Agreement on its behalf have express authority to do so, and, in so doing, bind the Party thereto;
- (ii) Performance of this Agreement does not violate any provision of law, charter, regulation, or any other governing authority of the Party; and
- (iii) Performance of this Agreement has been duly authorized by all necessary corporate action and this Agreement is a valid and binding obligation on Parties, enforceable in accordance with its terms.

10. PERFORMANCE SECURITY.

- 10.1 A performance security is required to be submitted by the successful bidder awarded with the contract irrespective of its registration status etc. Performance Security will be about 5% of the contract value. Performance security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a nationalized bank, Bank Guarantee from a nationalized bank in an acceptable form in favour of Pay and Accounts Officer, Ministry of External Affairs, Akbar Bhawan, New Delhi. Performance security should remain valid for a **period of 60 days, beyond** the date of completion of all contractual obligations of the successful bidder including warranty obligations.
- 10.2 In case services of the Event Manager are found unsatisfactory on account of laxity in KIP management and feedback received from KIP participants, their services may be terminated immediately without any advance notice. MEA reserves the right of making appraisal of the services of the Event Manager.
- 10.3 The Ministry has the right to terminate the contract if during the review process, it is found by Ministry that the services rendered

by Service Provider/Event Manager did not meet the standards of quality and efficiency of the services expected of the Service Provider/Event Manager as per the RFP.

11. NOTICES.

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

MEA

Section Officer (Diaspora Engagement)
Room No. 1033
Ministry of External Affairs
Akbar Bhawan, Chanyakpuri,
New Delhi-110021

EMC

Mr. _____
Designation

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.

12. SEVERABILITY.

Each of the provisions in this Agreement is 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.

13. PENALTY.

- 13.1 Refusal or inability or delay or any false statement by the successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiting of EMD/PS/revoking of Bank Guarantee as well as

disqualification of the bidder from participating in future tenders. For any kind of delay in adhering to the time schedule or substandard work, the amount of penalty would be decided by Diaspora Engagement (DE) Division of the MEA at its own satisfaction.

- 13.2 MEA may consider relaxing the penalty and delivery requirements, as specified in this tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

14. **FORCE MAJEURE.**

- 14.1 War, invasion, revolution, riots, lockouts, strikes, work shut down imposed by Government Acts or legislature or other authorities, Acts of God, which has affect of 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. EMC 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. **NO PARTNERSHIP.**

The word Event Management has been used in this agreement in its generic sense for a common purpose and not in its literal or legal sense. Nothing in this Agreement shall be construed to constitute a partnership or agency between the Parties and the EMC shall not make any assurance, promise or covenant nor shall hold itself out as competent to do so on behalf of the MEA nor shall pledge the credit of the MEA for any transaction in relation to this Agreement.

16. **NO EMPLOYMENT.**

Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the EMC or any person employed by or under it for this Agreement.

17. **WAIVER.**

Neither the failure of either Party to insist on any occasion upon the performance of the provisions of this Agreement nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right thereunder. Waiver by either Party of any default by the other Party in the observance or performance of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent default or of other provisions of or obligations under this Agreement nor shall affect the validity or enforceability of this Agreement in any manner.

18. **NO THIRD PARTY BENEFICIARY.**

The Agreement is for the benefit of the parties and no third party is beneficiary of the Agreement.

19. **ARBITRATION.**

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 party may submit the dispute to arbitration by an arbitral tribunal consisting of a Sole Arbitrator. **The legal seat of the arbitration shall be New Delhi and the arbitration proceedings shall also take place at New Delhi and shall be conducted in the English language.** The provisions of Arbitration and Conciliation Act, 1996 (or any statutory modification thereof) and the rules framed thereunder and in force shall be applicable to such proceedings. Notwithstanding the pendency of any dispute, the MEA may require the EMC to continue to perform its obligations under the Agreement as Event Manager.

20. **AMENDMENTS.**

20.1 Any amendments, during the tenure of the Contract, shall be effected after mutual discussion and shall be in writing.

20.2 In case of any disputes, the courts in Delhi shall have jurisdiction.

20.3 IN WITNESS WHEREOF the duly authorized representatives of the Parties have set their hands and seals on the day and year first above written.

21. **INDEMNIFICATION.**

In case of loss caused to the MEA by act or omission of the event manager.

For and on behalf of the President of India

(Ms. Manika Jain)
Additional Secretary (Diaspora Engagement)
Ministry of External Affairs
Akbar Bhawan, Chanyakpuri,
New Delhi-110021

In presence of (I) WITNESS
(II) WITNESS

For and on behalf of EMC

Mr. _____
(Designation)

In presence of (I) WITNESS
(II) WITNESS