

**Notice Inviting Tender
for
Appointment of Event
Management Company (EMC) for
organization of
“Mosaic : MP Design Utsav”**

at

**National Institute of Design
Madhya Pradesh**

National Institute of Design Madhya Pradesh
Village - Acharpura, Eint Khedi,
Post Arwaliya, Bhopal, MP 462038



राष्ट्रीय डिज़ाइन संस्थान
National Institute of Design
मध्यप्रदेश Madhya Pradesh

(An Autonomous Institution under DPIIT, Ministry of Commerce and Industry, Govt. of India)

No. NIDMP/1-20(21)/Event Mgt/2019/02

Dated : 28.11.2019

To,

Subject: Notice Inviting Tender for Appointment of Event Management Company (EMC) for organization of “Mosaic : MP Design Utsav” at the National Institute of Design Madhya Pradesh

The National Institute of Design Madhya Pradesh (NID MP) invites sealed tenders in two bid system (Technical bid and Financial bid separately) from eligible and reputed Bidders for award of contract for Event Management services to organize “Mosaic : MP Design Utsav” in its campus at Village - Acharpura, Eint Khedi, Post Arwaliya, Bhopal, MP 462038, to be held from **19.12.2019 to 21.12.2019**

The tender document can be downloaded from the official website of NID MP, www.nidmp.ac.in. Separate Technical & Financial bids are required to be submitted in sealed covers on or before **11.12.2019 up to 3.00 pm**. Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the Admn. Branch in person/ contact number 8305103032. For more information, please visit the website www.nidmp.ac.in.

Date of publication of Bid	: 28.11.2019
Date of Pre-Bid meeting	: 04.12.2019
Last date of submission of Bid	: 11.12.2019 by 3.00 pm.
Date of opening of Tender	: 11.12.2019 at 04.00 pm.

Registrar

Copy to:

1. Director, National Institute of Design Madhya Pradesh
2. Controller of Finance & Accounts, National Institute of Design Madhya Pradesh

NOTICE INVITING TENDER

(A) Scope of Work

1. Plan, design, and Coordination: The Event Management Company/ Utsav Coordinator will oversee the pre-event coordination effort from dated 15.12.2019 to 22.12.2019 (The initiation of the event through its close) and hold meetings with the NID MP as per the concerned work plan.

Output: A detailed work plan, Utsav planning schedule and time lines. (for three days)

2. Speaker/ Artist/ Performer Coordination: Assist in the development of presenter/ speaker/ moderator/ artist/ performer letters and forms. Coordination may include

- (i) Coordination with presenter/ speaker/ moderator/ artist/ performer;
- (ii) Attending to their Audio/ Visual requests;
- (iii) Session set up and design;

3. Utsav Site Coordination and Arrangements:

(i) Utsav site coordination in the overall venue for exhibition, food court, art gallery, stage, accommodations, catering for VIPs (for 3 days – approx 20 delegates each day), and equipment requirements and costs.

(ii) Development of signages/ standees/ hoardings /backdrop along with printing on eco friendly materials only.(Flex and vinyl are not to be used).

(iii) Entire arrangement of event with stalls, lights, furniture, exterior etc for a capacity of 10,000 pax for a period of 3 days.

(iv) Provision for safety devices.

(v) Housekeeping and security management.

(vi) Lightning and sound system for the entire venue.

(vii) Food court.

(viii) Mobile toilets.

(ix) Portable drinking water dispensing facility.

(x) A competent team for the overall management and coordination for the pre event work as well as for the duration of the event.

(xi) Volunteers for assisting in smooth conduct of the event.

4. Exhibition Set Up and Management:

- (i) The service provider must set up a service/information/technical support desk onsite, if needed.
- (ii) Ensure that all appropriate electrical requirements, water and waste disposal mechanisms are in place before the exhibition is open to exhibitors for set up.
- (iii) Ensure that there is an electrician on hand throughout the exhibition to assist in any eventualities that may occur during the exhibition.
- (iv) Provide a help desk to address any issues that may occur at the exhibition. The stationed personnel must be fully briefed on the exhibition before, during and after the event so that they can handle all occurrences efficiently.
- (v) Follow up with appropriate evaluation tools after the event such as questioners, suggestion box etc., and provide detailed feedback on the exhibition outcomes to NID MP.

5. Media and publicity: This team shall act as the focal point for managing the media at the Utsav,

- (i) Assist in developing publicity materials including banners and promotional items.
- (ii) Place banners, notices, signages, standees, hoardings and distributes pamphlets etc as suggested by NID MP.
- (iii) Assist in FM and Social media management for the event.
- (iv) Event photography & videography.

6. Pre and Post Event management and coordination:

Post Utsav follow ups - ensure settlement of suppliers accounts, removal of exhibition and other temporary structures after completion of the Utsav.

7. Report

- (i) Detailed Final post Utsav report by **04.01.2020**.

(B) Eligibility (To form part of the technical bid)

Following are the Qualifying Criteria:

1. The Bidder should be well established Professional Event Manager, preferably having full-fledged establishment and must have organised /participated in minimum five (05) events of INR 15 lakh each and a single event of INR 25 lakh in State/Central Govt. /public

sector undertaking and autonomous bodies in the last five years (documentary proof should be attached).

2. The Bidder must have Supervisor, sufficient and experienced manpower including the qualified and experienced supervisor to handle the event. (documentary proof should be attached).

3. The Bidder should not have been debarred/ backlisted by any state government or central government/ any other public autonomous bodies. There should be no pending criminal cases in the court of law.

4. The Bidder should have a minimum of 5 Years standing i.e. established at least on or before 2014, along with a turnover of Rs. 75 Lakh in each of the last three years.

5. The Bidder should have rendered services pertaining to Event Coordination to the Government / Semi Government and Reputed corporate clients.

6. The Bidder should have engaged an electrical supervisor, who possesses a valid electrical supervisor license issued by the Chief Electrical Inspector of a state or any other competent authority to undertake the electrical work properly.

7. Bidder Should have submitted valid IT returns in last three Indian financial years. It should have TIN, PAN, GST certificates.

(C) Instructions to the Bidders : Terms and Conditions (Under Two Bid System)

1. **Tender EMD:** The Tender Document Fee (INR 1,000 Not refundable) and EMD (INR 37,500) are required to be submitted in the form of separate Demand Draft, drawn in favour of The Registrar, National Institute of Design Madhya Pradesh.

2. **Date of Pre-Bid meeting:** Pre-Bid meeting will be held in the Administrative Block of NID MP at **12.00 pm on 04.12.2019.**

3. **Last Date & Time for submission of Tender Documents: 11.12.2019 by 3.00 pm.**

4. **Date of opening of Tender: 11.12.2019 at 04.00 pm.**

5. **Submission of tender Document:** Tender/ quotation (separately for technical bid and price bid) must be submitted in sealed cover super-scribing thereon Bidder's name, Tender No. and name of the subject matter, along with tender document fee and EMD by Speed Post/ Registered post only to the office of the **Registrar, National Institute of Design Madhya Pradesh, Village - Acharpura, Eint Khedi, Post Arwaliya, Bhopal, MP 462038** positively before the tender bid closing time. Any tender submitted without tender document fee will not be accepted.

6. Quoting the Core price & Tax, Duties, Discount etc.: All the prices quoted should be inclusive of all taxes/duties/GST/Service tax etc., if applicable.

7. Bids: The bids will not be considered if received after the closing date and time. The offers received through telex/ fax /e-mail will not be accepted by the NID MP under any circumstances. Any offer containing incorrect and incomplete information shall be liable for rejection.

8. In case of Postal loss: The NID MP shall not be responsible for any delay/loss or non-receipt of tenders by post /courier services.

9. Contract: If an order is placed with the firm, the contract shall be governed by an agreement as per the NID MP/ GoI rules in force at the time. Additional terms and conditions may be incorporated in the order, if needed, to safeguard the interests of the NID MP. The Tender is non-transferable.

10. Power to reject the offer: The Bidder should be well established Professional Event Managers, preferably having full-fledged establishment and must have organised /participated in minimum five (05) events of INR 15 lakh each and a single event of INR 25 lakh in State/Central Govt. /public sector undertaking and autonomous bodies in the last five years (documentary proof should be attached). This condition has been laid to ascertain the financial robustness and capability of the Bidder in organising large scale events. In case it is found that the Bidder doesn't fulfil this criteria, the offer will be rejected.

10. Performance Security: The Successful Bidder will be required to submit equivalence of 10% of the Contract value as a Performance Security for the satisfactory performance of the Contract at the time of signing of Contract Agreement. The Performance Security should be in the form of Bank Guarantee from any scheduled Bank. Aforesaid Bank Guarantee shall remain valid for a period of six months after the completion of the event. Without prejudice to any remedy available to NID MP may by giving 7 days' notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder to the NID MP. The Successful Bidder shall replenish the Bank Guarantee within 5 days after its invocation by NID MP. In case full amount is not recovered by invocation of Bank Guarantee NID MP shall have the right to recover the rest amount from Successful Bidder as arrears of land revenue.

11. Price Schedule:

(i) The Bidder must apply for all the items in all the categories mentioned in Financial Bid performa.

(ii) The lowest rate quoted by the Bidder, if found unrealistic by NID MP will not be accepted. The decision of the Tender Evaluation Committee of NID MP will be final and binding in this regard.

(iii) Quoting of same rates by more than one Bidder, could be construed as an exceptional circumstance. In such cases, all the Bidders who have quoted the lowest rates shall be called for negotiation and revised rates shall be obtained in the sealed cover, opened in the presence of Bidders & shall be declared based on the revised rates obtained.

(iv) The unit prices must include all the taxes, fees and any other charges.

(v) The Bidder should include all relevant details including time required for delivery of good quality photographs, video shoot etc.

(vi) The Bidders should include all other relevant details relating to prices wherever possible.

12. Rejection Criteria:

(i) Bids which are not substantially responsive to the Tender Document.

(ii) Bids not made in compliance with the procedure mentioned in this document.

(iii) Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by NID MP, including any supporting document.

(iv) Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.

(v) Bids without earnest money deposit.

(vi) The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that Bidder will be rejected.

(vii) Material inconsistencies in the information submitted.

(viii) Misrepresentations in the bid proposal or any supporting documentation.

(ix) Bid proposal received after the last date and time specified in this document.

(x) Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bid.

(xi) Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person signing the bid.

13. Conditions of Contract:

- (i) The offer must be in English. The rates should be indicated both in figures and words against item specified. It is preferable that the price be quoted in Indian rupees and overwriting in quoted prices will be subject to cancellation of the bid.
- (ii) All the Bank charges within India /outside India shall be borne by the Bidder.
- (iii) The Earnest Money of all unsuccessful Bidders will be returned as early as possible after the expiration of the period of the bid validity. No interest will be paid by the NID on the Earnest Money Deposit.
- (iv) In case of any dispute in respect of the tender, all legal matters shall be instituted within the jurisdiction of the city of Bhopal.
- (v) The Bidder shall solely be responsible for accidents, if anything happens in or within the duration of the event. NID will not be responsible for any litigation whatsoever under any circumstances.
- (vi) For any clarification with respect to the tender document, please contact Admin Branch NID MP on Telephone 8305103032.

14. Criteria for Evaluation of Tenders:

- (i) The evaluation of bids will be made by a Tender Evaluation Committee at NID MP first on the basis of technical information furnished in forms given at Appendix A to E and then on the basis of commercial information furnished in form given at Appendix F.
- (ii) The Committee will have the right to either call for a sample of the item(s) being procured or inspect the office/ warehouse/ godown of the bidder to ascertain the quality related aspects at the time of opening of technical bids. The bidder should facilitate the same.
- (iii) As a part of the process to evaluate the tenders, the Tender Evaluation Committee may invite the bidders to make a presentation before it.
- (iv) The Bidder is required to fill up unit price of each item as given in the financial bid. Actual requirement shall be measured on 15.12.2019 depending on confirmation from the participants. However, since cost involved in some of the items/ works is substantially more than others, the price quoted by Bidder in table at Appendix F shall be multiplied to factors given below to obtain a score:
 - (a) Ser No. 3,4,15 and 30 shall be multiplied to a factor of 100 to obtain score.
 - (b) Ser No. 7,9,10,13,16,17,18,20,22,24,26,27,33,36 and 37 shall be multiplied to a factor of 10 to obtain score.
 - (c) All other Ser Nos. in the list shall be multiplied to a factor of one to obtain score.

(v) A total obtained by adding up the value of each row with the help of above formula will be used to work out scores of all bidders.

(vi) NID MP will award the contract to the Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid (based on lowest score), provided further that the Bidder is determined to be competent to perform the contract satisfactorily. NID MP shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

(vii) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the University will not be responsible and will not abide by the same.

15. List of events:

The proposed list of events is as under:

- (i) Inauguration of Mosaic : The Madhya Pradesh Design Utsav (MPDU), a grand ceremony
- (ii) Symposium on "Sustainability" and aligned events
- (iii) Cyclathon / Marathon
- (iv) Display Panel Gallery : From The Archives - History of Bhopal
- (v) Counselling session for school students on all three days
- (vi) Dinner with Creative professionals (Approx 50 pax)
- (vii) Book Fair
- (viii) Discussions/ round table
- (ix) Beginning of the Journey of NID MP (Selected work of Students on Display)
- (x) Stalls of Geographical Indicators (Niche Merchants) of MP
- (xi) Exhibition by Designers & Industries
- (xii) Stalls by Educational Institutions
- (xiii) Art and Craft Traditions of MP (Live Demonstrations & info panels)
- (xiv) Competitions (Schools / Colleges students)
- (xv) Musical/ cultural performance by students of NID MP
- (xvi) Student Shop - NID Students
- (xvii) Food Court
- (xviii) Stand up Comedy
- (xix) Prizes to the winners

However, the Institute reserves a right to add/ remove any number of events to the above list.

16. Legal Jurisdiction:

The work shall be deemed to have been concluded in Bhopal, MP and all obligations hereunder shall be deemed to be located at Bhopal and the Court within Bhopal will have jurisdiction to the exclusion of all other Courts.

(D) Appendices

Appendix A

Details of Bidder

(On the Letter Head of the Bidder, to be filled separately for both the members of Joint Venture/Consortium in case Bidder is Joint Venture/Consortium)

1	Name of the Work	
2	Name of the Bidder Firm	
3	Registered Office	Address (With Pin Code)
		Telephone Nos. (With STD Code)
		Fax Nos. (With STD Code)
		E-mail ID
		Website
4	GST Registration No. (Copy to be Enclosed)	
5	PAN Card No (Copy to be Enclosed)	
6(a)	Name and designation of the Chief Executive of the firm	
(b)	Address	
7(a)	Name and designation of the authority that is authorized to sign the tender document	
(b)	Address	
8	EOI form amount (Details of the Cash/DD/Bankers cheque)	

9	Other Eligibility documents attached :
(a)	Documents in evidence of Past Experience
(i)	List of important clients
(ii)	Proof of such association like work order copies and certificates from important past clients,

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Appointment of Event Management Company for MP Design Utsav" including signing and submission of all documents and providing information/responses to the NID MP in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2019

For _____

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To executed only if the Bidder is a Company or Partnership firm
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Name of the Firm: _____

Project Name:		Country
Project Location Within Country:		Professional Staff Provided by the Firm: No. of Staff: No. of Person Months:
Nature of Client		
Start Date (Month/Year)	Completion Date(Month/Year)	Approx. Value of Services (in INR):
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Description of the Project:		
Description of Actual Services provided:		

Bidder	Turnover			
	2016-17	2017-18	2018-19	Average Annual Turnover

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date. The financial statements shall:

- (a) reflect the financial situation of the Bidder;
- (b) be audited by a statutory auditor;
- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Year 1 will be the latest completed financial year, preceding the Proposal Due Date. Year 2 shall be the year immediately preceding Year 1 and so on.

UNDERTAKING

It is certified that my Firm/ Agency/ Company has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India/ State Government and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/ Agency _____

Place: _____

Date: _____

**Format for Financial Proposal
(On the letterhead of the Bidder)**

Date:

Subject: Appointment of Event Management Company for MP Design Utsav

Sir,

We hereby submit our Financial Proposal for rate contract of items and services on per unit basis to the NID MP for undertaking the Assignment in accordance with the Bidding Documents and the Service Agreement. We have reviewed all the terms and conditions of the Tender Document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the Tender Document. Given below are the details of the per unit financial quote:

Sl. No.	Description (Items/ Particulars)	Accounting Unit	Quantity	Rate per Unit (Rs)
1	Entrance Gate - MS box type framed gate arches with cloth of approved colour of choice with graphics as directed (ht 20 ft & length as per road width)	Nos.	01	
2	For Inaugural function shamiyana Providing and fixing minimum size 40 feet x 20 feet water proof Steel Structure with vertical posts, truss/ arch system purlins, horizontal and inclined bracing properly designed as structurally safe including erection, fixing and covering on top and sides with special waterproof cloth complete as required with fabric side and back covering, fabric ceiling as per approved design, colour all complete.	Work	01	
3	Carpeting – One time used needle punch synthetic carpet with removable protection covering includes laying and taking it off after the event	Sq. ft.	01	
4	Screening in the open area with 8 ft high screen	Sq. ft.	01	
5	Open stage 10 x 10 ft Construction with Carpeting, Masking and Steps with 1.5' ht. prepared with standard MS sections and Horizontal & vertical supports should carry the load according to size on which plywood platform with metal frame for support will be placed, tied from the bottom to ensure the stage is stable.	Work	01	
6	Ramp for Disabled persons 12' x 6' with	Work	01	

	carpeting			
7	Chairs for stage	Nos.	01	
8	Glass table for Stage of premium quality Size - 4' x 2'	Nos.	01	
9	Exhibition Stalls - Octonorm stalls made of Aluminum bass & covering with PVC sheet. Fascia having name of Participants and stall number in computer cut out letters in the prominent areas & Regular Flat fascia's in the basic area. Basic furniture required to be provided for standard stall of 3m x 2m. Area is given as : 1 Information Counter, 2 Chairs, 1 Plug Point, 3 Spot lights, 1 Dustbin and 1 FASCIA with Company Name on vinyl cutout letters in color as per event requirement	Nos.	01	
10	Fabrication for Backdrop and Projection - PVC Flex banner of good quality print, Mounted on timber frame	Sq. ft.	01	
11	Registration Counters to be constructed with Octonorm stalls made of Aluminum bass & covering with PVC sheet of size 3m x 2m - 1 Information Counter, 4 Chairs, 1 Plug Point, 3 Spot lights, 1 Dustbin and 1 FASCIA with Institute Name on vinyl cutout letters in color as per event requirement	Nos.	01	
12	Lectern - Podium constructed in wood With desk size enough to place laptop or documents of the speaker and specs in sync with audio visual team	Nos.	01	
13	Branding and Signage - Includes processing and adopting the creatives into the sizes required, ensuring and printing them in PVC Flex banner star quality and good quality print mounted on timber frame as per the aesthetic requirement Includes branding that will be done for event inside/ outside the venue like directional signages, event branding on venue building etc	Sq. ft.	01	
14	Work station tables of premium quality Size - 6' x 2' x 2.5' height	Nos.	01	
15	Standard Banquet Chairs with cover	Nos.	01	
16	Double Seater Sofa of good quality	Nos.	01	
17	Center Table for Sofas (3' x 2')	Nos.	01	
18	Single Seater Sofa of good quality	Nos.	01	
19	Round tables (Four seater) with cover	Nos.	01	
20	Queue Managers	Nos.	01	

21	Mike/ Public address system with speakers 1000 w high wattage PA amplifier with inbuilt mixer with 8 mic input and 4 Aux input through RCA socket for connecting CD/DVD or any music player etc as reqd. (Make: Ahuja/Martin Audio/Bosch) and all accessories having Two stage mikes Two hand held cordless mikes Two mikes with stand	Work	01	
22	LED 150 Watt Lights with wiring & fitting	Nos.	01	
23	Par 64 stage lights with wiring & fitting	Nos.	01	
24	General Lighting (400 Watt White Metal Light) with wiring & fitting	Nos.	01	
25	Spot light 100 watts with wiring & fitting	Nos.	01	
26	Plug point 15 Amps	Nos.	01	
27	Plug point 5 Amps	Nos.	01	
28	Mercury lights 250 watts with wiring & fitting	Nos.	01	
29	Metal halide light 400 watts with wiring & fitting	Nos.	01	
30	Flower decoration with good quality of fresh flowers	sq. ft.	01	
31	Table bouquet for stage	Nos.	01	
32	Door mats 5 ft x 2 ft	Nos.	01	
33	Fire extinguishers ABC Type, 9 Kg	Nos.	01	
34	Water filled fire buckets	Nos.	01	
35	Sand filled fire buckets	Nos.	01	
36	Dual field metal detector (with cartridges)	Nos.	01	
37	Portable toilets	Nos.	01	
38	Dust bin (Minimum 55 ltr)	Nos.	01	
	GST (%)			

Yours faithfully,

For and on behalf of

_____ (Name of the Bidder)

_____ (Signature of Authorized Signatory)

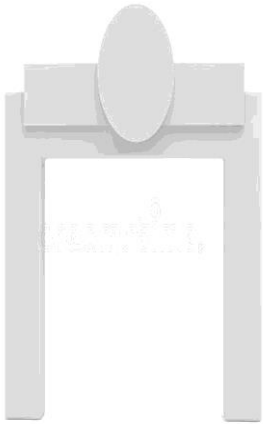
_____ (Name and designation of the Authorised Person with seal)

Note:

1. The Financial Proposal is inclusive of all out pocket expenses incurred by the Bidder towards travel, documentation and communication.

2. The quoted rates shall include all taxes, duties, GST, cartage, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as

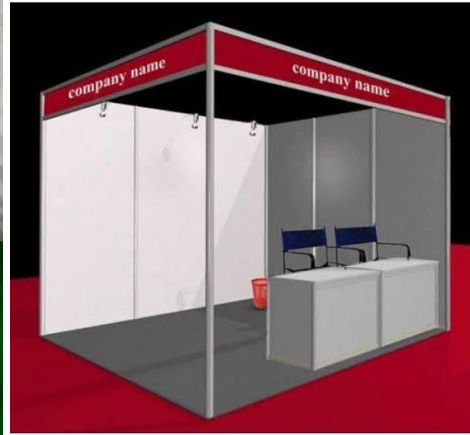
custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the Bidder shall bear it.



Entrance Gate



Chair for Stage Seating



Octanorm stall



Open stage



Water Proof Shamiyana



Glass Centre Table



Lectern

FORM OF AGREEMENT

Agreement for Event Management Company for MP Design Utsav-2019

This AGREEMENT is made on the _____ day of the month of _____ 2019 between The National Institute of Design Madhya Pradesh having its office at Village - Acharpura, Eint Khedi, Post Arwaliya, Bhopal, MP 462038 (hereinafter referred to as the "the NID MP" which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the "Event Management Company" which expression shall include its successors) of the Second Part.

Whereas the NID MP has issued Tender Document on dated _____ for Selection of Event Management Company for MP Design Utsav - 2019 as defined in Tender Document (hereinafter referred to as the "Project").

And whereas the Event Management Company submitted its proposals for the aforesaid Project, whereby the Event Management Company represented to the NID MP that it had the required professional skills, and in the said proposals the Event Management Company also agreed to provide the Services to the NID MP on the terms and conditions as set forth in the Tender Document and this Agreement;

And whereas the NID MP, on acceptance of the aforesaid proposal of the Event Management Company, issued Letter of Intent dated _____ (the "LoI") to the Event Management Company.

NOW, This AGREEMENT witnesses as follows:-

1. GENERAL

Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

"Applicable Laws" means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;

"Agreement" means this Agreement, together with all the Annexure;

"Confidential Information" shall have the meaning set forth in Clause 3.3;

"Conflict of Interest" shall have the meaning set forth in Clause 3.2;

"Effective Date" means the date on which this Agreement is executed.

"Government" means the Government of Madhya Pradesh

“INR, Re. or Rs.” means Indian Rupees;

“Personnel” means persons hired by the Event Management Company and assigned the performance of the Services or any part thereof;

“Party” means the The NID MP or the Event Management Company, as the case may be, and “Parties” means both of them;

“Resident Personnel” means such persons who at the time of being hired by Event Management Company had their domicile inside India;

“Services” means the work to be performed by the Event Management Company pursuant to this Agreement, as described in the Terms of Reference

“Tender Document” means the Tender Document dated _____ in response to which the Event Management Company’s proposal for providing Services was accepted;

“Terms of Reference” means the work to be performed by Event Management Company as mentioned in the Tender Document

“Third Party” means any persons or entity other than the Government, the NID MP or the Event Management Company

"Letter of Intent" means Letter of Intent dated _____ issued by the NID MP to the Event Management Company

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

Any reference to "Clause" means clause of this Agreement.

The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (i) Agreement;
- (ii) Annexure of Agreement;
- (iii) Tender Document; and
- (iv) Letter of Intent

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the THE NID MP and the Event Management Company. The Event Management Company shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of the NID MP and the Event Management Company shall be as set forth in the Agreement; in particular:

the Event Management Company shall carry out the Services in accordance with the provisions of this Agreement; and

The NID MP shall pay agreed fee to the Event Management Company in accordance with this Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6 Table of contents and headings

The table of contents headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

in the case of the Event Management Company, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

.....

.....

in the case of THE NID MP, be given by facsimile and by letter delivered by registered post/speed post to the address given below:-

The Registrar
National Institute of Design Madhya Pradesh
Village - Acharpura, Eint Khedi, Post Arwaliya, Bhopal, MP 462038

1.8. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by THE NID MP or the Event Management Company, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement

1.8.1 The NID MP may designate one of its officials as the Representative of the NID MP. Unless otherwise notified; The NID MP Representative shall be:

The Registrar
National Institute of Design Madhya Pradesh
Village - Acharpura, Eint Khedi, Post Arwaliya, Bhopal, MP 462038
Contact number 8305103032

1.8.2 The Event Management Company may designate one of its employees as Event Management Company's Representative. Unless otherwise notified, the Event Management Company's Representative shall be:

Tel:

Fax..... Mo.

1.9 Taxes and duties

Unless otherwise specified in this Agreement, the Event Management Company shall pay all such taxes (including GST), duties, fees and other impositions as may be levied under the Applicable Laws and The NID MP shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement "The effective date"

2.2 Commencement of Services

The Event Management Company shall commence the Services within seven days from the Effective Date.

2.3 Termination of Agreement for failure to commence Services

If the Event Management Company does not commence the Services within the period specified in Clause 2.2 above, the NID MP may, by not less than seven days' notice to the Event Management Company, call upon it to commence the work. If the Event Management Company fails to commence the work within stipulated time, the NID MP may terminate this Agreement, and in that event, the Performance Security (in this case the EMD) in the form of Bank Guarantee shall be invoked by the NID MP.

2.4 Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after 9 months from the Effective Date plus a period of 180 (One hundred eighty) days have elapsed after all payments due under this Agreement have been made.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn: Provided, however, that the obligations of the Event Management Company arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to take into account or avoid or overcome in the carrying out of its obligations during the subsistence of this Agreement.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event

of Force Majeure. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay
- b) A Party affected by an event of Force Majeure shall give notice to the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Event Management Company shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the NID MP to the Event Management Company on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by the NID MP.

2.7.5 Consultation

As soon as possible but not later than thirty (30) days after the Event Management Company has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The NID MP may, by written notice to the Event Management Company, without any obligation (financial or otherwise) suspend all the payments to the Event Management Company hereunder if the Event Management Company shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services: Provided that such notice of suspension

shall specify the nature of the breach or failure, and shall provide an opportunity to the Event Management Company to remedy such breach or failure within a period not exceeding thirty (30) days after receipt of such notice of suspension by the Event Management Company.

2.9 Termination of Agreement

2.9.1 by THE NID MP

THE NID MP may, by not less than thirty (30) days written notice of termination to the Event Management Company, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

After Thirty (30) days from the date of Suspension of Agreement under Clause 2.8; or
 Event Management Company becomes insolvent or bankrupt; or
 Event Management Company goes into liquidation; or
 Event Management Company fails to perform any of its obligation under this Agreement; or
 Event Management Company fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.10 hereof; or
 the Event Management Company submits to the NID MP a statement which has a material effect on the rights, obligations or interests of the NID MP and which the Event Management Company knows to be false; or
 Any document, information, data or statement submitted by the Event Management Company in its Proposals, based on which the Event Management Company was considered eligible or successful, is found to be false, incorrect or misleading.

2.9.2 by the Event Management Company

The Event Management Company may, by not less than thirty (30) days' written notice to the NID MP, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

The NID MP is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Event Management Company may have subsequently agreed in writing) from the date of receipt of notice by the NID MP

The NID MP fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3, (iii) the Event Management Company's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the Event Management Company shall, immediately upon receipt of

such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or Clause 2.9.2 hereof, the NID MP shall make the following payments to the Event Management Company (after offsetting against these payments any amount that may be due from the Event Management Company to the NID MP):

- A. payment pursuant to Clause 4 hereof for Services satisfactorily performed till the date of termination; and
- b. except in the case of termination pursuant to Clause 2.9.1 hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Personnel.

2.10 Disputes Resolution

(i) Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

(ii) Arbitration:

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the NID MP and other appointed by Event Management Company and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Bhopal and following are agreed:

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement;

The arbitration award shall be final and binding on the Parties;

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);

The award shall be made in English language.

3. OBLIGATIONS OF THE Event Management Company

3.1 General

3.1.1 Standards of Performance

The Event Management Company shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Event Management Company shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the NID MP, and shall at all times support and safeguard the NID MP's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The Scope of Works to be performed by the Event Management Company are specified in the Terms of Reference of this Agreement. The Event Management Company shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Event Management Company shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Event Management Company comply with the Applicable Laws.

3.2 Conflict of Interest

The Event Management Company shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by Event Management Company shall not engage in consulting activities that conflict with the interest of the NID MP (only during the tenure of this Agreement) under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the Event Management Company should provide professional, objective and impartial advice and at all times hold the NID MP's interests paramount, and

that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3.3 Confidentiality

3.3.1 The Event Management Company and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the NID MP to the Event Management Company and a Personnel of Event Management Company. Event Management Company and its Personnel shall not disclose any information provided by or relating to the NID MP, its technology, technical processes, business affairs or finances or any information relating to the NID MP's employees, officers or other professionals or suppliers, customers, or contractors of the NID MP; and any other information which the Event Management Company is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the NID MP.

Notwithstanding the aforesaid, the Event Management Company, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

was in the public domain prior to its delivery to the Event Management Company and its Personnel or becomes a part of the public knowledge from a source other than the Event Management Company, and its Personnel;

is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Event Management Company, shall give the NID MP, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.3.2 The NID MP will treat all information, submitted by Event Management Company as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The NID MP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privileges of the statutory entity.

3.4 Liability of the Event Management Company

The aggregate liability of the Consultant under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

3.5 Insurance to be taken out by the Event Management Company

The Event Management Company

shall take out and maintain at his own cost, insurance against the risks, and for the coverage, and

At the NID MP's request, shall provide evidence to the NID MP showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Event Management Company's actions requiring the NID MP's prior approval

The NID MP will not normally consider any request of the Event Management Company for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the NID MP.

3.7 Documents / information prepared by the Event Management Company to be property of the NID MP

All reports/ documents/ information and other documents prepared by the Event Management Company in performing the Services shall become and remain the property of the NID MP, and the Event Management Company shall, after termination or expiration of this Agreement, deliver all such documents to the NID MP, together with a detailed inventory thereof. The Event Management Company may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

The Event Management Company shall not use these documents for purposes unrelated to this Agreement.

3.8 Accuracy of Documents

The Event Management Company shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the information, documents prepared by it as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify the NID MP against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Event Management Company or arises out of its failure to conform to good industry practice. The Event Management Company shall also be responsible for promptly correcting the same, at its own cost and risk.

4. Payment to the Event Management Company

The complete payment shall be made on satisfactory completion of all activities/ roles/ duties, to the satisfaction of the NID MP. Payment of bills of the event, will be done after successful completion of the event only. No advance payment whatsoever, will be made to the Event Management Company.

6. Currency of Payment

All payments shall be made in Indian Rupees.

7. Severability

If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by THE NID MP.

8. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Bhopal only

9. Performance Security

The Event Management Company has furnished the Performance Security of an amount equal to 10% of the value of work, i.e. INR _____ only by way of Bank Guarantee, the details of which are mentioned as below:-

.....

The validity period of Bank Guarantee of Performance Security shall be 12 months from the date of Letter of Intent.

10. Penalty for delay:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, the NID MP reserves the right to impose penalty. The total amount of penalty shall not exceed 5% of total value of work.

11. Indemnity

The Event Management Company will indemnify the NID MP for any direct loss or damage that is caused due to the Event Management Company's fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of Event Management Company: For and on behalf of the NID MP:

(Signature of Authorized Representative) (Signature of Authorized Representative)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Phone, Fax Nos.)

(Phone, Fax Nos.)

Witnesses:

1. Signature

2. Signature

Name

Name

Address

Address

3. Signature

4. Signature

Name

Name

Address

Address