



F. No. 1/1/2026-IPP
Government of India
Ministry of Finance
Department of Economic Affairs
IPP Division

Room no. 403, 4th Floor, STC Building,
Janpath Road, New Delhi – 110001
Dated: 04/02/2026

Subject: Invitation of Limited Tenders for BRICS Presidency Meetings 2026 from MEA's Empanelled Event Management Companies (EMCs) – reg.

India has assumed the BRICS Presidency for the year 2026, during which D/o Economic Affairs (DEA), M/o Finance is required to organise approximately five in-person meetings (including side events) and multiple virtual meetings. Hence, Department of Economic Affairs, M/o Finance hereby invites limited tenders from following Six (6) Event Management Companies empanelled with M/o External Affairs for organising such events:

1. M/s Creative Travels Pvt. Ltd.
2. M/s Expression 360 Services India Pvt Ltd.
3. M/s Integrated Conference & Event Management (ICE)
4. M/s Max Publicity and Communications Pvt. Ltd.
5. M/s Thomas Cook India Ltd (TCIL)
6. M/s Pavilion and Interior India Pvt Ltd

2. **The complete details regarding Scope of Work, necessary documents, bid evaluation process, formats** shall be circulated to the above six (06) MEA's empanelled Event Management Companies (EMCs) for submission of Financial Bids only via email. The empanelled EMCs shall quote their respective discounts on the ceiling rates specified in the empanelment agreement with MEA. The work shall be awarded to the EMC offering the highest discount (L1) on the quoted rates, subject to the compliance with the terms and conditions of empanelment. The **Tender Critical Date Sheet**, indicating the schedule of issue of bid documents, last date and time for submission of Financial Bids, and date of opening of bids, is as follows: -

TENDER CRITICAL DATE SHEET

S.No.	Event/activity	Date/time
1.	Tender Document emailed on	04.02.2026
2.	Online Clarification Ending Date and time	09.02.2026
3.	Bid Submission End Date and time	16.02.2026(12:00 noon)
4.	Bid Opening Date	16.02.2026 (4:00 PM)

3. EMCs are advised to read and understand the terms and conditions as detailed in Tender Document (**Appendix -A**) before submitting their bids/offers as no change is permissible once the bid/offer is finally submitted. Interested empanelled agencies may submit their competitive bids via

email only to Shri Priya Ranjan (priya.ranjan@nic.in), Under Secretary) and Mr. Rahul Singh(rahul.singh83@gov.in), Director, ISD Division.

4. EMCs are further advised to follow Instructions for Online Bid Submission provided at **Appendix-B** before submission of the Bid.

5. Any corrigendum/addendum/amendment, in the Tender Document will be communicated via email to the MEA's empanelled EMCs for requisite category only. The change in date/ time of financial bid opening will be intimated separately through email.


04/02/2026
(Priya Ranjan)
Under Secretary (IPP Division)
Department of Economic Affairs
Ministry of Finance
Tel:-011-23701240

Ministry of Finance,
Department of Economic Affairs
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Tender Reference No: 1/1/2026-IPP
Date of Publishing of TENDER: 04.02.2026



**LIMITED TENDER FOR ENGAGEMENT OF MEA'S EMPANALLED EVENT MANAGEMENT
AGENCIES FOR BRICS PRESIDENCY MEETINGS/EVENTS 2026 TO BE ORGANISED BY
DEPARTMENT OF ECONOMIC AFFAIRS, MINISTRY OF FINANCE**

LIMITED TENDER FOR ENGAGEMENT OF MEA'S EMPANALLED EVENT MANAGEMENT AGENCIES FOR BRICS PRESIDENCY MEETINGS/EVENTS 2026 TO BE ORGANISED BY DEPARTMENT OF ECONOMIC AFFAIRS, MINISTRY OF FINANCE

Disclaimer

The information contained in this Tender (hereinafter referred to as "TENDER") document is provided to the Bidder(s), by Department of Economic Affairs, Ministry of Finance (hereinafter referred to as "DEA, or Ministry"), on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to assist the formulation of their Proposals/Quotations. This TENDER document does not purport to contain all the information each Bidder may require. This TENDER document may not be appropriate for all persons, and it is not possible for DEA, MOF to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this TENDER document and where necessary obtain independent advice from appropriate sources. DEA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the TENDER document. DEA, MOF may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document without any further notice.

The definitions contained in the document are not exhaustive and for the terms not defined here, definitions in accordance with law shall be taken as appropriate.

DEA reserves the right to cancel bidding process at any stage without assigning any reasons.

1. INTRODUCTION

India has assumed the BRICS Presidency for the year 2026, during which the Department of Economic Affairs (DEA), Ministry of Finance is required to organise 5 high-level in-person and 5 virtual meetings, including two meetings of the Finance Ministers and Central Bank Governors (FMCBG), one meeting of the Finance and Central Bank Deputies (FCBD), Working Group-level meetings, and associated side events, to be held in metropolitan cities and through virtual platforms.

2. PROPOSAL

2.1 In this context, DEA proposes to engage an Event Management Company (EMC) from among the six (06) empanelled EMCs of the Ministry of External Affairs (MEA) for providing comprehensive end-to-end event management services for conduct of these official meetings and related activities.

2.2 The selection shall be carried out through a Limited Tender Enquiry (LTE) by inviting Financial Bids only from the MEA's empanelled EMCs, in accordance with the terms and conditions of the empanelment agreement.

2.3 The work shall be awarded to the EMC offering the highest discount (L1), subject to fulfillment of the terms and conditions of empanelment and approval of the competent authority.

2.4 The Tender Critical Date Sheet, indicating key timelines for issue of bid, submission of Financial Bids and opening of bids, shall be appended at the end of the tender document.

3. SCOPE OF WORK

The scope of work will be same as indicated in **Annexure- I**.

4. PRE-BID ENQUIRIES

Interested bidders are required to send in their queries to via email only to Shri Priya Ranjan (priya.ranjan@nic.in), Under Secretary and Mr. Rahul Singh(rahul.singh83@gov.in), Director, ISD Division on or before 09.02.2026(5:30 PM).

5. SUBMISSION OF BIDS/PROPOSALS

5.1 Bids are required to be submitted as per instruction provided at **Appendix-B**.

5.2 Bids shall be sent by email to Shri Priya Ranjan (priya.ranjan@nic.in), Under Secretary and Mr. Rahul Singh(rahul.singh83@gov.in), Director, ISD Division on or before bid submission end date/time as per Tender Critical Date Sheet mentioned above. The bids/proposals received after bid submission end date/time shall be summarily rejected. The Financial Bids will be opened in the presence of authorized person/ representative of bidding firm by Selection Committee through Video conferencing. The date and time of Financial Bid Opening will be intimated separately through email.

5.3 The Government reserves the sole right to accept or reject any or all bids thus received without assigning any reasons thereof.

6. SELECTION CRITERIA AND PROCEDURE

6.1 The Financial Bids shall be invited only from the MEA's empanelled Event Management Companies (EMCs). The bidders shall quote their respective **percentage discount(s) on the ceiling rates** prescribed in the empanelment agreement for the items/services indicated in the scope of work. The quoted rates after applying the offered discount shall be considered for evaluation.

6.2 No conditional rebates or alternative financial proposals shall be accepted. The bid offering the **highest overall discount (L1)** and thereby the lowest evaluated cost shall be considered for award of work, subject to conformity with the tender conditions and approval of the competent authority.

7. PAYMENT OF FEE AND REIMBURSEMENT OF EXPENSES

7.1 The rates quoted by the selected Event Management Company (EMC) shall be **inclusive of** Goods and Services Tax (GST) and all applicable taxes, duties, levies and charges under the prevailing laws.

7.2 Payment shall be made against invoices/bills raised by the EMC for the services rendered, at the rates arrived after applying the quoted discount on the ceiling rates prescribed in the empanelment agreement, subject to satisfactory completion of the scope of work for each meeting/event and certification by the competent authority.

7.3 All invoices shall be raised in Indian Rupees (INR) and payments shall be made in INR only.

7.4 The EMC shall be responsible for compliance with all statutory obligations including taxes and

levies applicable under law.

7.5 Item rates specified in the under-process rate contract/empanelment by the MEA would act as the price ceiling on the DEA contracted party as well. In other words, Financial bids shall be invited by DEA only as percentage discounts (including zero discount, if any) on MEA-approved rates. Since MEA's fresh tender is under process, the rates finalised thereunder shall also apply. The payable rates shall be the lowest of MEA's existing rates, MEA's new tender rates, or the rates after applying the quoted discount, which shall act as the price ceiling.

7.6 The dry run shall be conducted one day prior to the scheduled meeting, for which no separate payment shall be admissible.

8. TERMINATION OF ASSIGNMENT

8.1 In the event that the selected Event Management Company (EMC) fails to perform the assigned services in accordance with the terms of the tender, or the performance is found to be unsatisfactory, delayed or not in conformity with the approved scope of work, the Department of Economic Affairs, Ministry of Finance (DEA, MoF) shall have the right to terminate the contract, in whole or in part, at any stage and to carry out the unexecuted portion of the work either departmentally or through engagement of any other empanelled agency or service provider, as deemed fit.

8.2 Upon termination, DEA, MoF shall be entitled to take possession of all works executed, documents, materials and deliverables prepared by the selected Event Management Company (EMC) in connection with the contract and utilise the same for completion of the remaining work, either directly or through any other agency. The EMC shall not raise any objection or claim in this regard.

8.3 Termination of the contract by DEA, MoF shall not entitle the selected EMC to any compensation or claim whatsoever, except payment for the services satisfactorily rendered up to the date of termination, as certified by the competent authority.

8.4 DEA, MoF may issue such directions and impose such conditions as may be necessary to ensure smooth transition and continuity of services, which the selected EMC shall be bound to comply with.

9. NON-DISCLOSURE AGREEMENT

The selected EMC has to execute a Non-Disclosure Agreement at the time of award of contract in the prescribed format at **Annexure-II**

10. LAWS GOVERNING THE CONTRACT

This document and services hereunder shall be governed by and constructed and enforced in accordance with the laws of India and only the courts in Delhi/New Delhi shall have exclusive jurisdiction for arising out of as in relation to this tender.

Instructions for Online Bid Submission

Bid Submission

- a. The bidding process for this TENDER will be completed online through email.
- b. The TENDER Document can also be downloaded from the CPP portal: <https://eprocure.gov.in>. or GeM portal. Further, it will be the Bidders' responsibility to check for updated information on the above portal and on their email address.
- c. Any queries relating to the process of online bid submission or queries via email in general may be submitted to following officer.
"Phone number: 011-23701240 and Email: priya.ranjan@nic.in."
- d. The Prebid queries should be sent in the following format (in an excel file) through email at priya.ranjan@nic.in by 09.02.2026 (5:30 PM)

Company name		M/s.		
S. No.	TENDER Page No.	Relevant Section /Annexure of TENDER	Relevant Content from TENDER	Agency's Query /Comment

- e. DEA, MOF will endeavor to provide a complete, accurate, and timely response to all relevant queries raised by the bidders.
- f. The Bidder should try to submit the Bid well before the last date i.e. 16/02/2026(12:00 noon). The bidders need to submit supporting documents including a Cover letter signed by an authorised signatory of the bidder as per **Annexure-VIII** of this TENDER.
- g. The bidder will be required to submit a signed copy of the TENDER as an acceptance of the terms and conditions laid down by DEA, MOF, failing which the offer will be treated as withdrawn.
- h. All pages of the bid document (.pdf) shall be numbered & signed/initialed by the authorized signatory. Bids shall be in accordance with the directions given in the Table below:

Bid Cover/ Folder	Bid Submission
Documents	Format of documents to be submitted has been attached with this tender, bidder must submit all the duly filled -in documents with the tender.
"Financial Bid"	Financial bids shall be invited only in the form of percentage discounts (including zero discount, where applicable) on the MEA approved rates. Quoting of rates higher than the MEA approved rates shall not be permitted and shall render the bid non responsive.

- i. Other details may be referred to the **FACT SHEET** placed at **Annexure- III**.

Bid Opening Session

- a. The financial bids of the EMCs would be opened on 16.02.2026 at 4:00pm.
- b. One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids.
- c. DEA, MOF reserves the rights to reschedule or cancel a scheduled bid opening.
- d. If the event of the specified date of bid opening being declared a holiday, the Bids shall be opened at the same time and location **on the next working day**. However, if there is no representative of the bidder, DEA, MOF shall go ahead and open the bid of the bidders.

Period of validity of bids

- a. Bids shall remain valid for 15 days (extendable up to 30 days, if required) or until the letter of award issued to L1 bidder. In exceptional circumstances, MOF may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period of the bid should be unconditional. However, the discretion for extension of bid validity is subject to the approval of DEA, MOF.

Rejection of bid

- a. The Bid has to be sent through email in password protected PDF file as per sample of BOQ placed at **Annexure-XII**. Bids submitted by any other mode shall not be entertained. Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.
- b. DEA, MOF shall not be responsible for any incomplete documents received through email in encrypted password format. No further correspondence on this subject will be entertained.
- c. As per OM No. F 12/17/2019-PPD dated 06th February 2020 of Procurement Policy Division of Department of Expenditure, an Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, procuring entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal.
- d. DEA, MOF reserves the right to disqualify any bidder for reasons recorded in writing, after providing due opportunity.

Other documents needs to be referred

- a. Financial Bid Format – **Annexure-IV**
- b. Tender Acceptance Letter in format at **Annexure-V**
- c. Authority letter authorizing a person of bidder to sign the proposal and other documents in case there is change of authorized person declared at the time of empanelment with DEA, MoF in format at **Annexure-VI**
- d. Certificate with respect to "No conflict of Interest" in format at **Annexure-VII**
- e. ORGANISATION PROFILE details as per **Annexure-IX**.
- f. FORMAT FOR FINANCIAL BID COVERING LETTER – **Annexure – X**

- g. BOQ – Annexure - XI
- h. POWER OF ATTORNEY – **Annexure – XII**
- i. PROFORMA OF UNDERTAKING TO EXECUTE WORK AT ITEM WISE L1 RATES FROM EMPANELLED EMCs - **ANNEXURE XIII**
- j. FORMAT FOR DETAILS OF MANPOWER – **Annexure XIV**
- k. AGREEMENT BETWEEN SELECTED EMC AND MOF – **Annexure XV**
- l. INTEGRITY PACT BETWEEN SELECTED EMC AND MOF – **Annexure XVI**

Broad Scope of Work and Services

The selected Event Management Companies, inter-alia, will be responsible for Organizing Conferences/Meetings whose scope shall include Event Management, Conceptualizing, Designing, Branding, Execution of works at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience etc. details of which are broadly as follows:

- a) Designing, making layouts and execution of temporary structures such as Hangar(s) of various dimensions and types, special structures such as Dome(s), tentage and covering/ceilings, Stage, Seating & Dining areas along with related infrastructure including table and chairs of various types/categories of high quality, provisioning of mobile/temporary washrooms, landscaping and ambience at venue and at airports during arrival and departure. Services/Material /Work should be of high quality and of international standards.
- b) Organizing VVIP/HOS/HOG/Ministerial level Conferences/Meetings/Events for large number of delegates, equipped with projection systems along with display panels having interface for PowerPoint presentations and for audio/video demonstrations, mics for the participants, wireless translation equipment, conferencing system for virtual meetings, etc.
- c) Equipment: Providing computers, with proportionate heavy-duty printers/photocopiers, scanners, laptops, public address system in the pre-function areas, fax machines, telephones, Clearcomms/VHF transmitters, DFMD scanners, generators with different voltages and capacity.
- d) Printing including digital printing, electrostatic printing, embossing, letterpress, offset lithography, screen printing, printing of invitation cards for various functions and social occasions, conference note pads, information booklets about the Summit/Conference, telephone directories, parking labels for various venues, mini booklets for programs, files/folder covers, letter heads, delegate's bags/folders, access badges etc.
- e) Preparation of documents from information generated before, during and after the conference/meetings. Documents will include Summit papers/drafts, declarations of previous Summits, important conventions, declarations, etc. from UN, regional organizations bearing on the Summit Conference documents, papers moved in the meetings, provision for ledger, bond papers.
- f) Delegate-kits/bags for delegates/participants comprising notepad, conference labeled pen, conference labeled pen drive, booklets, souvenirs, embossed business card holder, conference booklets. Designing products /consumables, fabrication etc. will also be required.
- g) Help Desks with English speaking trained receptionists, registration desk with laptops, country-wise mailboxes. Provision of Graduate, English speaking Liaison Officers. Provision for ushers, escorts, qualified laptop operators/drafters etc.
- h) Creating backdrops and signages at the Conference venue, airports, enroute branding, flags, welcome arches on approach roads.
- i) Mechanism of accreditation/access control/categorization of delegates/providing badges/pins/other identity documents, badge printing machine, provision of self-registration automated machines.
- j) Development and management of online website with a user-friendly interface, using the recommended content management system. Website needs to be hosted and maintained on an existing/new server. Online registration process should be managed through the website. Regular updates are to be posted on website.
- k) Photography and videography of the Conferences.
- l) Setting up Wi-Fi system for the entire or part of venue with all required equipment.

- m) Setting up of interpreter booths and providing appropriately trained simultaneous/consecutive interpreters in different languages for the event. Online/realtime interpretation services as well as sound proof room, with A/V, headset for audience
- n) Conceptualize and organize Cultural programmes during the events at event venue/airport upto 100 artists of national repute to showcase classical/folk and other cultural elements.
- o) Flower decoration of different types/formation.
- p) It is envisaged that an EMC may sometimes need to conduct more than one meeting at different cities and venues therefore a robust planning for logistics arrangement in advance and manpower deployment at meeting location must be ensured by EMC.
- q) Any other services incidental/consequential to the aforementioned scope.
- r) The dry run shall be conducted one day prior to the scheduled meeting, for which no separate payment shall be admissible.

The above-mentioned activities are not exhaustive. Depending upon circumstances additions/modifications are expected. Designated nodal officer from the Department of Economic Affairs, Ministry of Finance would forward the required information to the nodal officer of the engaged Event Management Company.

Bidders shall be mindful of the fact that services/items provided during the events shall be of the highest quality/standards befitting the stature of events.

Format for Non-Disclosure Agreement

(To be submitted by successful bidder post issue of Work Order)

This Non-Disclosure Agreement is made and entered into _____ day of _____ month _____ year (effective date) by and between Department of Economic Affairs, Ministry of Finance ("Department") and _____ ("Company") Whereas, DEA and Company have entered into an Agreement _____ effective _____; AND for Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). The confidentiality obligations shall survive the termination of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

2. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Department" shall include the officers, employees, agents, consultants, EMCs and representatives of Department.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, EMCs and representatives of Company, including its applicable affiliates and subsidiary companies.

3. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients
- c. Not to make or retain copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so
- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in oral/ printed form or other permanent record, or in any other tangible

form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

- f. Not to discuss with any member of public, media, press, any or any other person about the nature of area entered between Department and Company or the nature of services to be provided by the Company to the Department.

4. **Onus** - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

5. **Exceptions** - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:

- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
- b. After it has become generally available to the public without breach of this Agreement by Company; or
- c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
- d. Which Department agrees in writing is free of such restrictions.
- e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information

6. **Remedies** - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to Measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

7. **Need to Know**- Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/ or third party without prior written approval of the disclosing party.

8. **Intellectual Property Rights Protection** - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

9. **No Conflict** - The parties represent and warrant that the performance of its obligations here under does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

10. **Authority** - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations here under.

11. **Dispute Resolution** - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to MOF

- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- b. The place of arbitration shall be the New Delhi
- c. The arbitrator's award shall be substantiated in writing and binding on the parties.
- d. The proceedings of arbitration shall be conducted in English language.
- e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

12. **Governing Law** - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/ or Forums situated at New Delhi, India only.

13. **Entire Agreement**- This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

14. **Amendments** - No amendment, modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

15. **Binding Agreement** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. **Severability** - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

17. **Waiver** - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

18. **Survival** - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

For Company

.....
Name:

.....
Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

Annexure III

Fact Sheet

S.No.	Key Information	Details
1.	Assignment Title	Tender for empanelment of Event Management Company registered in India for providing event management services for meetings/events organized by Department of Economic Affairs, Ministry of Finance for BRICS 2026 meetings
2.	Purchaser	IPP Division, DEA, MOF
3.	Location	New Delhi, Mumbai, Jaipur or any other place in India 1 st FMCBG Meeting Jaipur: 5-6 March, 2026 1 st Working Group Meeting, New Delhi: 19-20 May, 2026 (Tentative) 2 nd Working Group Meeting, New Delhi: 21-22 May, 2026 (Tentative) 3 rd FCBD Meeting, Mumbai, August/September 2026, (Tentative) 2 nd FMCBG Meeting, Mumbai, August/September 2026, (Tentative)
4.	Date of publication of the TENDER	04.02.2026
5.	Last date of submission Of queries	09.02.2026
6.	Pre-bid Meeting	Communicated separately via email as and when required by the prospective bidder.
7.	Bid Submission	The password protected PDF version of the BoQs would be called via email.
8.	Method of Selection	The rates specified by the Ministry of External Affairs serve as ceiling rates for each item, against which EMCs will bid competitively by offering discounts based on the scope and volume of work. The firm offering maximum discount would be selected as L1 bidder.
9.	Performance Security	The Event Management Company will issue a Performance Bank Guarantee (PBG)/FDR/Demand Draft for the amount equal to 4% of the successful bid in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) or online payment in acceptable form from any of the commercial banks in favor of Pay & Accounts Officer, Department of Economic Affairs, Ministry of Finance payable at New Delhi. which may be withdrawn after 60 days of completion of contractual obligations of that particular work.
10.	Last Date and time for submission of bids	The password protected PDF version of the BoQs would be called via email on or before 16.02.2026 (12:00 noon).
11.	Date of Opening of Financial Bids	The opening date of the tender shall be conveyed separately through email.
12.	Bid validity	30 days (extendable upto 45 days) from the date of submission of Bid.

13.	Bid documents	Bidders must submit their bids in line with requirements mentioned in this TENDER.
14.	Signing of Empanelment Agreement	To be informed later
15.	Address for Communication	Under Secretary (IPP Division), Department of Economic Affairs, Ministry of Finance [Room No. 403, 4 th floor, STC Building, Janpath Road, New Delhi-110001 Phone 011-23701240 Email: priya.ranjan@nic.in



(Priya Ranjan)
US(IPP Division)
Department of Economic Affairs
Tel:- 011-23701240

Financial Bid Format

Name of Tender/Work: Engagement of Event Management Company (EMC) for organising meetings/events under India's BRICS Presidency 2026

Tender Reference No.: _____

I/We, _____ (Name of Company/Firm), hereby submit our Financial Bid and quote a uniform percentage discount of _____ % (in words: _____) on the ceiling rates prescribed in the MEA empanelment agreement for all items/services covered under the scope of work.

I/We confirm that the rates arrived after applying the above discount are inclusive of GST and all applicable taxes, duties, levies and charges and that no conditional rebate or alternative financial proposal has been submitted.

I/We further confirm that the Financial Bid shall remain valid for the period stipulated in the tender document and shall be binding upon us.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Company/Firm: _____

(Company Seal)

Date: _____

Place: _____

Tender Acceptance Letter*(To be furnished on Company Letter Head)*

Date: _____

To,
 The Department of Economic Affairs
 Ministry of Finance
 Government of India
 New Delhi

**Subject: Acceptance of Terms & Conditions of Tender – Engagement of EMC for
 BRICS Presidency 2026 Meetings**

Tender Reference No.: _____
Name of Tender/Work: Engagement of Event Management Company for organising
 meetings/events under India's BRICS Presidency 2026

Sir/Madam,

1. I/We hereby acknowledge receipt of the Tender Document(s) issued by the Department of Economic Affairs (DEA), Ministry of Finance for the above-mentioned work.
2. I/We certify that I/We have carefully read and understood all the terms and conditions of the tender documents, including annexures, scope of work, schedules and other provisions forming part of the tender, and agree to abide by the same in their entirety.
3. I/We confirm that all corrigenda/clarifications issued by DEA from time to time have been duly taken into account while submitting the Financial Bid.
4. I/We hereby unconditionally accept all the terms and conditions of the tender document(s) and agree to perform the services in accordance therewith.
5. I/We declare that our firm/company is not blacklisted or debarred by any Central/State Government Department, Ministry, Public Sector Undertaking or statutory authority.
6. I/We further certify that all information furnished by us in connection with the tender is true and correct. In case any information is found to be false, incorrect or misleading, DEA shall be at liberty to reject the bid or terminate the contract without prejudice to any other rights available under law.

Yours faithfully,

(Signature of Authorized Signatory)

Name: _____

Designation: _____

For and on behalf of: _____ (Company/Firm Name)

(Company Seal)

Authority letter

(To be furnished on Company Letter Head)

Date: _____

To,

The Department of Economic Affairs
Ministry of Finance
Government of India
New Delhi

Subject: Authority Letter authorizing the signatory for submission of Financial Bid – BRICS Presidency 2026.

Sir/Madam,

With reference to the Limited Tender Enquiry issued by the Department of Economic Affairs (DEA), Ministry of Finance, Government of India for engagement of an Event Management Company (EMC) for organising meetings and events under India's BRICS Presidency 2026, we hereby authorize Mr./Ms. _____ to act as the authorized signatory on behalf of M/s _____ (Name of Company/Firm).

1. Mr./Ms. _____ is hereby authorized to represent the company/firm for the purpose of participating in the above-mentioned tender process and to sign, submit and execute all documents including the Financial Bid, declarations, undertakings and related correspondence.
2. All acts, deeds and documents executed by the above authorized signatory in connection with the said tender shall be binding on the company/firm.
3. This authorization shall remain valid for the entire duration of the tender process and subsequent engagement, if awarded.

Yours faithfully,

(Signature of Authorized Signatory)

Name: _____

Designation: _____

For and on behalf of: _____ (Company/Firm Name)
(Company Seal)

"No conflict of Interest" Certificate

(To be furnished on Company Letter Head and duly signed by the Authorized Signatory)

"I/We hereby certify that I/we are not engaged with any third party or organization which may give rise to a Conflict of Interest in relation to the services to be provided for the conduct of meetings/events under India's BRICS Presidency 2026, being organised by the Department of Economic Affairs (DEA), Ministry of Finance, Government of India.

I/We further undertake that, during the currency of the assignment, if any situation of conflict of interest arises or is likely to arise, the same shall be promptly disclosed in writing to the Department of Economic Affairs (DEA), Ministry of Finance for appropriate decision.

This certificate is issued in compliance with the terms and conditions of the Limited Tender Enquiry for engagement of Event Management Company for BRICS Presidency 2026 related meetings and events."

(Seal and Signature of Authorized Signatory of the Event Management Company)

Name:

Designation:

Date:

COVER LETTER FOR BID

(To be submitted on the letter head of the bidder)

To
Under Secretary (IPP)
Department of Economic Affairs, Ministry of Finance
Room no. 403, 4TH Floor, STC Building
Janpath, New Delhi - 110001

Subject:

Dear Sir,

We, the undersigned, offer to provide services with reference to your Tender (TENDER) dated <insert date> and our Proposal. We are hereby submitting our Proposal as part of this TENDER requirement.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this TENDER document. We would hold the terms of our proposal valid for the number of days as stipulated in the TENDER document.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules, and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company agrees with terms and conditions of the tender and the procedure for bidding, evaluation, and selection.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to MOF are true, accurate, verifiable, and complete.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with MOF.

We understand that you are not bound to accept or any bid you may receive. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place,

Date:

Organisation Profile

S. No.	Particulars	Details
1.	Name of Bidder	
2.	Legal status of Bidder (Company, Pvt. Ltd., Ltd., LLP, etc.)	
3.	Bidder's Indian company of registration	
4.	Incorporation Details (Incorporation / Registration date and number)	
5.	GSTN number	
6.	PAN	
7.	Registered address (In country of Registration)	
8.	Areas of business of the Bidder	
10.	Primary Contact Person (Name, Designation, address, mobile number,email)	
11.	Secondary Contact Person (Name, Designation, address, mobile number,email)	

On behalf of [bidder's name]

Authorized Signature[In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Format for Financial Bid Covering letter

To

Under Secretary (IPP)
Department of Economic Affairs, Ministry of Finance
Room no. 403, 4TH Floor, STC Building
Janpath, New Delhi - 110001

Dear Sir,

The undersigned, on behalf of [give the name of bidder], offer to provide the services for [Insert title of Assignment] in accordance with your Tender dated [Insert Date] and our Proposal. We are hereby submitting our financial proposal.

- a. We confirm that all the rates mentioned in our bid are in accordance with the terms as specified in this TENDER. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.
- b. We hereby confirm that we understand that all taxes other than GST shall be including in the prices mentioned in the Financial Bid.
- c. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal (excluding GST). DEA, MOF reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.
- d. Statutory taxes and duties shall be payable by DEA, MOF as per actual and on submission of proof of GST payment. The price is payable in local currency i.e. Indian Rupees.
- e. We declare that our Bid Price is for the entire scope of the work as specified in the detailed TENDER document. Our bid prices are mentioned in the submitted Financial Bid.
- f. Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal.
- g. We understand you are not bound to accept any proposal you receive. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- h. The financial bid is submitted herewith as per the format given in this tender for financial bid.

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place,

Date:

Sample of BoQ

Scope of Work for BRICS FMCBG Meetings

S. N o.	Items	Size	Unit	Days	Rate	Amount (INR)	MEA Rate Reference	Discount	Final Amount
	Airport Branding (Domestic and International)								
	Thematic 3D Customised Installation / Cut Out		2	2					
	Standee	3'*6'	8	2					
	Digital Standee	2.5'*6'	2	2					
	Lounge preparation		2	2					
	Directional Signage		2	2					
	Helpdesk / Travel Desk and Police Desk		2	2					
	Airport Assistance to facilitate visiting delegates of BRICS member states (24 hours basis)		2	2					
	Meet & Greet		1	2					
	Digital Photographer		2	2					
	Digital Videography		2	2					
	Main Convention Centre - Entrance								
	Country Flag Tall		40	2					
	Family Photo Opp Backdrop with Steps (Double ply platform with plush carpet and acrylic with frosted vinyl)	45*16	1	2					
	Pillar cladding	3*20	10	2					
	Customised Thematic Installations at Outdoor Locations (15ft x 12 x 16ft)			2					
	Thematic 3D Cut outs and Installations of dimension 15ft x 8ft with a base of 2 feet made up of board with best aesthetic finishing and painting and having display of name of meeting/logo and other branding elements with PVC acrylic material			2					
	Vertical planter wall			2					
	Thematic Walkway (15ft x 14ft x 12ft)			1					
	Locker			2					
	Lobby								
	Branding at Entry Gate (Print on 320 GSM Fabric)	12* 12		2					
	Branding at the travel and help desk	20*3		2					
	Branding at the travel and help desk	8*8		3					

Backdrops With 320 GSM Fabric Print (20ft x 8ft)	20*8		1					
Customised Mobile Charging stations with universal plug			3					
Digital standee			7					
LED TV (65") with stand for seating plan			5					
3D Directional Signage's			10					
Thematic Installation as per culture of the city (15ft x 15ft)			2					
Bilateral Meeting Rooms and HoD Lounge (Qty is mentioned for 10 Rooms)								
Flowers Arrangement (Exotic) for Coffee table		50	2					
Table Flag (2 Sets)		48	2					
Signages - High Flex (Branding Panel)	10' x 8'	10	2					
Main Meeting Room (and also for press conference, side events room and listening room)								
Table flags	6x4inch	24	2					
House Flag	6x4	48	2					
Flag pole with brass stand		48	2					
Riser for LED Screen	16' x 4'	6	1					
Carpet Loopile for LED Screen Riser	16' x 4'	6	1					
Customised Table with Branding for Horseshoe Setup	5x2x2.5	102	2					
Head chairs VVIPs (Sofa with VIP Upholstry)		40	2					
Wooden Arm Chairs with High Back Rest - For Delegation		50	2					
Name plates/country plates-Acrylic		24	2					
AV Console Masking cloth	20x4x4	2	1					
Flowers (Exotic) on Table		50	2					
Center flower installation in Centre Well	30' x 8'	1	1					
Wooden Platform for Centre Well	30' x 8' x 1'	1	2					
Carpet Loop Pile	30' x 8'	1	1					
Sound Systems (All in one linear Array)		6	2					
Sound delay monitors		12	2					
Amplification system		6	2					
Audio mixer (64 Channel)		2	2					
Push to Talk Table Mics		40	2					
Cordless Mics		20	2					
Media Outup Box 16 channel		3	2					
Technician for sound		2	2					

Laptop		6	2					
Watchout Server		2	2					
Switcher		4	2					
Scan Convertor		4	2					
LED TV 55inch		8	2					
PTZ Camera		4	2					
Video MCU for integration of camera feeds and content sharing		4	2					
UPS (Light/Sound/LED)		2	2					
LED Screen	16'*9'	1	2					
LED pars		32	2					
T Truss for Lights		4	2					
Programming board	16 channe l	2	2					
Digital Still Photography		2	2					
Recording of the conference, both audio and video with 3 cameras		1	2					
Miscellaneous								
Ushers		8	2					
Signage High Flex Branding (Directional, Backdrop etc)	2500 sqft	1	1					
Internet with 50 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 100 people.		1	2					
Chairs		200	2					
DEA Control Room - Office Setup								
Internet with 20 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 50 people.		1	2					
Laptops / Desktops		4	2					
Black & White Printer B/W Lazer with scanner		2	2					
Color Laser Printer		2	2					
Photocopier heavy Duty		2	2					
Shredder - 20pages per min		1	2					
Extension Board		4	2					
Paper Ream		10	1					
Prayer Room								
Prayer mats		40	1					
Separater wall double sided(Male/Female	20'*8'	1	1					
Registration & Access Control								

Lanyard with logo		500	1					
RFID Card		500	1					
RFID Reader		4	2					
Registration Software for Access Control		1	1					
RFID Badge Printer (onsite)		2	2					
Customised RFID Reader Stand with TV		4	2					
Extension Board		8	2					
Gala Dinner & Cultural								
Stage with Carpet Finish	56' x 24' x 3'	1	1					
Riser on Stage for Artist - 2	12' x 10'	2	1					
3D Thematic Stage Backdrop		2	1					
Green Rooms		5	1					
Carpet Loopile for Backstage Walkway		600	1					
Green Carpet		960	1					
Que Manager		20	1					
Camera Riser	6' x 6' x 4'	2	1					
Sofa VVIP full upholstery - Lounge	12 pax	48	1					
Wooden Coffee table with laminate finish		24	1					
LED								
LED Wall - Performance Stage	20' x 10'	1	2					
Laptop		3	2					
Watchout Server		1	2					
Switcher		1	2					
Scan Convertor		1	2					
Digital Still Photography		1	1					
Recording of the conference, both audio and video with 3 cameras		1	1					
Sound								
PA System (All in One Line Array)		8	2					
Delay Speaker		8	2					
Stage Monitors		6	2					
Amplifier		4	2					
Audio Sound Mixer		1	2					
Cordless Microphone		2	2					
Footmike		24	2					
Sound Technician		5	2					
Lights								

LED Par		40	2					
LED Warmwhite		40	2					
Quantum Profile Spot		8	2					
Sharpy		36	2					
Pointy		10	2					
NICK NRG Wash		12	2					
Dimmer		6	2					
Led Battan		6	2					
PAR 64 Narrow		24	2					
Profile Spot		16	2					
Programming Board		4	2					
DMX Splitter		2	2					
Light Technicians		5	2					
Box Truss - 400mm X 400mm		300	2					
Ambience Lights								
LED Par		100	1					
Mirchi Lights (Ambience Light)		500	1					
T Truss		8	1					
Genset								
Genset- 125 Kva	125KV A	4	2					
Genset- 62 Kva	62KVA	2	2					
Flower Décor								
Cocktail Table Flower Arrangements		15	1					
Round Table Flower Arrangements		25	1					
Collaterals								
Customised Diary {Reference for quality and specifications: myPAPERCLIP Limited Edition A5 Ruled Notebook, 192 Pages, 100 GSM, Soft Cover, A5 (5.83 X 8.27 inch), Flat Lay Design, bookmark, elastic Closure.}		120	1					
Pen High end Silver with event logo		150	1					
Customised Mug (Thermos) with BRICS branding		150	1					
Customised Calender with BRICS Branding		150	1					
HoD and Deputy - Gift / Souvenir		48	1					
Delegate - Gift / Souvenir		150	1					
HoD and Deputy - Bags		48	1					
Premium VVIP delegates bag		150	1					
Internet and Connectivity								

Public Wi-Fi		2	2					
600 mbps 1:1 ILL on Fiber with OTC		2	2					
Enterprise Class Managed Access Points Rental		10	2					
Access Point Controller Rental		3	2					
Passive Components like POE Switch ,UPS Fibre & CAT6 Cabling ,Router & L2 Switch Rental		1	2					
Installation & maintenance		3	2					
Miscellaneous								
Waste Management System		5	2					
Housekeeping Team		20	2					
Dining Hall(Delegates)								
Branding - Exterior Façade	105*20	1	2					
Customised Mobile Charging stations with universal plug		0	2					
Round Tables		15	2					
Table Linen (Underlay & Overlay)		15	2					
Chairs with Covers		70	2					
Buffet Tables with Frilling		0	2					
Buffet Covering		0	2					
Floral Arrangement at Lounge		1	2					
Lounge Décor		10	2					
Sound setup		1	2					
Soung engg		1	2					
Sound technition		2	2					
T Truss for lighting		4	2					
LED par Light		40	2					
Light engineer		1	2					
light tech		4	2					
Cabling and wire manager		14	2					
woodem tray			2					
Customised Table For Head Seating (Laminate)(4ft x 2ft x 2.5ft)		20	2					
Table Side Branding for Head Seating (3.5ft x 2ft)		20	2					
Wooden tray 12" x 12"		20	2					
Ergonomic Chairs (Black PU Leather, Task Rolling Swivel with Cushioned Lumbar Support Armrest and Headreast)		20	2					
Customised Name Plates		20	2					
Table top flower		20	2					

Push To Talk Mic with queuing system(Bosch CCS 1000 D (Frequency 300 - 13600 Hz) or equivalent	20	2						
Sound System (including Centre Fill, side fill, delay speaker, Tripod Stand for speakers, Digital Audio Mixer, Amplification, DI Box, stage monitor etc)	2	2						
Dining Hall(Team India)								
Delegate Lunch +Lounge Area - Basement Area	300	2						
Buffet Tables with Frilling	14	2						
Floral Arrangement at Lounge	1	2						
Lounge Décor	10	2						
LED TV (65") with stand	1	2						
Double seater Sofa	14	2						
Single Seater Sofa	16	2						
Centre Tables	16	2						
Dining Hall (HoDs)								
Branding - Exterior Façade	1	1						
General Branding As per Theme	1	1						
Customised Mobile Charging stations with universal plug	1	1						
Round Tables	0	1						
Customised Table For Head Seating (Laminate)(4ft x 2ft x 2.5ft)	25	1						
Table Side Branding for Head Seating (3.5ft x 2ft)	25	1						
Wooden tray 12" x 12"	25	1						
Ergonomic Chairs (Black PU Leather, Task Rolling Swivel with Cushioned Lumbar Support Armrest and Headrest)	25	1						
Customised Name Plates	25	1						
Table top flower	25	1						
Push To Talk Mic with queuing system(Bosch CCS 1000 D (Frequency 300 - 13600 Hz) or equivalent	25	1						
Sound System (including Centre Fill, side fill, delay speaker, Tripod Stand for speakers, Digital Audio Mixer, Amplification, DI Box, stage monitor etc)	2	1						
		1						
Table Linen (Underlay & Overlay)	0	1						
Chairs with Covers	0	1						
Buffet Tables with Frilling	12	1						
Buffet Covering	12	1						
Floral Arrangement at Lounge	1	1						
Customised thematic installtions	4	1						

[illegible]

Scope of Work for BRICS FCBD Meetings									
S. No.	Items	Size	Unit	Days	Rate	Amount (INR)	MEA Rate Reference	Discount	Final Amount
	Airport Branding								
	Thematic 3D Customised Installation / Cut Out		1	1					
	Standee	3'*6'	4	1					
	Digital Standee	2.5'*6'	1	1					
	Bilateral Meeting Rooms (Qty is mentioned for 2 Rooms)								
	Flowers Arrangement (Exotic) for Coffee table		10	2					
	Table Flag (2 Sets)		24	2					
	Signages - High Flex (Branding Panel)	10' x 8'	1	2					
	Main Meeting Room								
	Table flags	6x4inch	24	2					
	House Flag	6x4	24	2					
	Flag pole with brass stand		24	2					
	Riser for LED Screen	16' x 4'	2	1					
	Carpet Loopile for LED Screen Riser	16' x 4'	2	1					
	Customised Table with Branding for Horseshoe Setup	5x2x2.5	34	2					
	Head chairs VVIPs (Sofa with VIP Upholstry)		15	2					
	Wooden Arm Chairs with High Back Rest - For Delegation		50	2					
	Name plates/country plates-Acrylic		24	2					
	AV Console Masking cloth	20x4x4	1	1					
	Flowers (Exotic) on Table		30	2					
	Center flower installation in Centre Well	30' x 8'	1	1					
	Wooden Platform for Centre Well	30' x 8' x 1'	1	2					
	Carpet Loop Pile	30' x 8'	1	1					
	Sound Systems (All in one linear Array)		2	2					
	Sound delay monitors		6	2					
	Amplification system		2	2					
	Audio mixer (64 Channel)		1	2					
	Push to Talk Table Mics		24	2					

Cordless Mics		5	2					
Media Outup Box 16 channel		2	2					
Technician for sound		1	2					
Laptop		3	2					
Watchout Server		1	2					
Switcher		2	2					
Scan Convertor		2	2					
LED TV 55inch		8	2					
PTZ Camera		4	2					
Video MCU for integration of camera feeds and content sharing		4	2					
UPS (Light/Sound/LED)		2	2					
LED Screen	16'*9'	1	2					
LED pars		32	2					
T Truss for Lights		4	2					
Programming board	16 channel	2	2					
Digital Still Photography		2	2					
Recording of the conference, both audio and video with 3 cameras		1	2					
Miscellaneous								
Ushers		8	2					
Signage High Flex Branding (Directional, Backdrop etc)	2500 sqft	1	1					
Internet with 50 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 100 people.		1	2					
MEA Control Room - Office Setup								
Internet with 20 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 50 people.		1	2					
Laptops / Desktops		4	2					
Black & White Printer B/W Lazer with scanner		2	2					
Color Laser Printer		2	2					

Photocopier heavy Duty		2	2					
Shredder - 20pages per min		1	2					
Extension Board		4	2					
Paper Ream		10	1					
Prayer Room								
Prayer mats		20	1					
Separater wall double sided(Male/Female)	20'*8'	1	1					
Registration & Access Control								
Lanyard with logo		300	1					
RFID Card		300	1					
RFID Reader		4	2					
Registration Software for Access Control		1	1					
RFID Badge Printer (onsite)		2	2					
Customised RFID Reader Stand with TV		4	2					
Extension Board		8	2					
Gala Dinner & Cultural								
Stage with Carpet Finish	56' x 24' x 3'	1	1					
Riser on Stage for Artist - 2	12' x 10'	2	1					
3D Thematic Stage Backdrop		2	1					
Green Rooms		5	1					
Carpet Loopile for Backstage Walkway		600	1					
Green Carpet		960	1					
Que Manager		20	1					
Camera Riser	6' x 6' x 4'	2	1					
Sofa VVIP full upholstery - Lounge	12 pax	24	1					
Wooden Coffee table with laminate finish		24	1					
LED								
LED Wall - Performance Stage	20' x 10'	1	2					
Laptop		3	2					
Watchout Server		1	2					
Switcher		1	2					
Scan Convertor		1	2					

Digital Still Photography		1	1					
Recording of the conference, both audio and video with 3 cameras		1	1					
Sound								
PA System (All in One Line Array)		8	2					
Delay Speaker		8	2					
Stage Monitors		6	2					
Amplifier		4	2					
Audio Sound Mixer		1	2					
Cordless Microphone		2	2					
Footmike		24	2					
Sound Technician		5	2					
Lights								
LED Par		40	2					
LED Warmwhite		40	2					
Quantum Profile Spot		8	2					
Sharp		36	2					
Pointy		10	2					
NICK NRG Wash		12	2					
Dimmer		6	2					
Led Battan		6	2					
PAR 64 Narrow		24	2					
Profile Spot		16	2					
Programming Board		4	2					
DMX Splitter		2	2					
Light Technicians		5	2					
Box Truss - 400mm X 400mm		300	2					
Ambience Lights								
LED Par		100	1					
Mirchi Lights (Ambience Light)		500	1					
T Truss		8	1					
Genset								
Genset- 125 Kva	125KVA	4	2					
Genset- 62 Kva	62KVA	2	2					
Flower Décor								
Cocktail Table Flower Arrangements		15	1					
Round Table Flower Arrangements		25	1					
Collaterals								

Customised Diary {Reference for quality and specifications: myPAPERCLIP Limited Edition A5 Ruled Notebook, 192 Pages, 100 GSM, Soft Cover, A5 (5.83 X 8.27 inch), Flat Lay Design, bookmark, elastic Closure.}	120	1						
Pen High end Silver with event logo	120	1						
Customised Mug (Thermos) with BRICS branding	120	1						
Customised Calender with BRICS Branding	120	1						
HoD - Gift / Souvenir	24	1						
Delegate - Gift / Souvenir	120	1						
HoD - Bags	24	1						
Premium VVIP delegates bag	120	1						
Sub Total					0			
Management Fee 8 %					0			
Total					0			
CGST 9%					0			
SGST 9%					0			
Grand Total					0			

Scope of Work for BRICS WG Meetings

S. No.	Items	Size	Unit	Days	Rate	Amount (INR)	MEA Rate Reference	Discount	Final Amount
	Airport Branding								
	Thematic 3D Customised Installation / Cut Out		1	1					
	Standee	3'*6'	4	1					
	Digital Standee	2.5'*6'	1	1					
	Bilateral Meeting Rooms (Qty is mentioned for 2 Rooms)								
	Flowers Arrangement (Exotic) for Coffee table		5	2					
	Table Flag (2 Sets)		11	2					
	Signages - High Flex (Branding Panel)	10' x 8'	1	2					
	Main Meeting Room								
	Table flags	6x4inch	22	2					
	House Flag	6x4	22	2					
	Flag pole with brass stand		22	2					
	Riser for LED Screen	16' x 4'	2	1					
	Carpet Loopile for LED Screen Riser	16' x 4'	2	1					
	Customised Table with Branding for Horseshoe Setup	5x2x2.5	34	2					
	Head chairs VVIPs (Sofa with VIP Upholstry)		15	2					
	Wooden Arm Chairs with High Back Rest - For Delegation		50	2					
	Name plates/country plates-Acrylic		22	2					
	AV Console Masking cloth	20x4x4	1	1					
	Flowers (Exotic) on Table		30	2					
	Center flower installation in Centre Well	30' x 8'	1	1					
	Wooden Platform for Centre Well	30' x 8' x 1'	1	2					
	Carpet Loop Pile	30' x 8'	1	1					
	Sound Systems (All in one linear Array)		2	2					
	Sound delay monitors		6	2					
	Amplification system		2	2					
	Audio mixer (64 Channel)		1	2					
	Push to Talk Table Mics		11	2					

Cordless Mics		5	2					
Media Outup Box 16 channel		2	2					
Technician for sound		1	2					
Laptop		3	2					
Watchout Server		1	2					
Switcher		2	2					
Scan Convertor		2	2					
LED TV 55inch		8	2					
PTZ Camera		4	2					
Video MCU for integration of camera feeds and content sharing		4	2					
UPS (Light/Sound/LED)		2	2					
LED Screen	16'*9'	1	2					
LED pars		32	2					
T Truss for Lights		4	2					
Programming board	16 channel	2	2					
Digital Still Photography		2	2					
Recording of the conference, both audio and video with 3 cameras		1	2					
Miscellaneous								
Ushers		8	2					
Signage High Flex Branding (Directional, Backdrop etc)	2500 sqft	1	1					
Internet with 50 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 100 people.		1	2					
MEA Control Room - Office Setup								
Internet with 20 MBPS speed with minimum required passive components like POE, Switch, UPS Fibre & CAT6 cabling, router and L2 Switch rental for approximately 50 people.		1	2					
Laptops / Desktops		4	2					
Black & White Printer B/W Lazer with scanner		2	2					
Color Laser Printer		2	2					

Photocopier heavy Duty		2	2					
Shredder - 20pages per min		1	2					
Extension Board		4	2					
Paper Ream		10	1					
Prayer Room								
Prayer mats		20	1					
Separater wall double sided(Male/Female)	20'*8'	1	1					
Registration & Access Control								
Lanyard with logo		300	1					
RFID Card		300	1					
RFID Reader		4	2					
Registration Software for Access Control		1	1					
RFID Badge Printer (onsite)		2	2					
Customised RFID Reader Stand with TV		4	2					
Extension Board		8	2					
Gala Dinner & Cultural								
Stage with Carpet Finish	56' x 24' x 3'	1	1					
Riser on Stage for Artist - 2	12' x 10'	2	1					
3D Thematic Stage Backdrop		2	1					
Green Rooms		5	1					
Carpet Loopile for Backstage Walkway		600	1					
Green Carpet		960	1					
Que Manager		20	1					
Camera Riser	6' x 6' x 4'	2	1					
Sofa VVIP full upholstery - Lounge	12 pax	12	1					
Wooden Coffee table with laminate finish		12	1					
LED								
LED Wall - Performance Stage	20' x 10'	1	2					
Laptop		3	2					
Watchout Server		1	2					
Switcher		1	2					
Scan Convertor		1	2					

Digital Still Photography		1	1					
Recording of the conference, both audio and video with 3 cameras		1	1					
Sound								
PA System (All in One Line Array)		8	2					
Delay Speaker		8	2					
Stage Monitors		6	2					
Amplifier		4	2					
Audio Sound Mixer		1	2					
Cordless Microphone		2	2					
Footmike		10	2					
Sound Technician		5	2					
Lights								
LED Par		40	2					
LED Warmwhite		40	2					
Quantum Profile Spot		8	2					
Sharpy		36	2					
Pointy		10	2					
NICK NRG Wash		12	2					
Dimmer		6	2					
Led Battan		6	2					
PAR 64 Narrow		24	2					
Profile Spot		16	2					
Programming Board		4	2					
DMX Splitter		2	2					
Light Technicians		5	2					
Box Truss - 400mm X 400mm		300	2					
Ambience Lights								
LED Par		100	1					
Mirchi Lights (Ambience Light)		500	1					
T Truss		8	1					
Genset								
Genset- 125 Kva	125KVA	4	2					
Genset- 62 Kva	62KVA	2	2					
Flower Décor								
Cocktail Table Flower Arrangements		15	1					
Round Table Flower Arrangements		25	1					
Collaterals								

Customised Diary {Reference for quality and specifications: myPAPERCLIP Limited Edition A5 Ruled Notebook, 192 Pages, 100 GSM, Soft Cover, A5 (5.83 X 8.27 inch), Flat Lay Design, bookmark, elastic Closure.}		100	1					
Pen High end Silver with event logo		100	1					
Customised Mug (Thermos) with BRICS branding		100	1					
Customised Calender with BRICS Branding		100	1					
HoD - Gift / Souvenir		10	1					
Delegate - Gift / Souvenir		100	1					
HoD - Bags		10	1					
Premium VVIP delegates bag		110	1					
Sub Total								
Management Fee 8 %								
Total								
CGST 9%								
SGST 9%								
Grand Total								

Scope of work for BRICS Virtual Meetings

Item wise BOQ				
Tender Inviting Authority				
Name of Work				
Tentative Requirement (Quantities are approx, billing on actuals)				
Sr. No.	Description	Qty	Unit	Days
1	Webex enterprise subscription with capacity of 1000 people on cloud, creation of link	1	No.	1
2	Laptops	10	Nos.	1
3	Desktop	6	Nos.	1
4	Software for video mixing and control of virtual meeting platform with branding	1	No.	1
5	Wifi enabled Laser Printer (Color) (Minimum printing speed 30ppm)	1	No.	1
6	Networking for Printer & Laptop	1	No.	1
7	Technicians	6	Nos.	1
8	FOH Assistance	3	Nos.	1
9	Engineers	3	Nos.	1
10	Stationery (25 photocopy paper ream, 10 stapling machine with pin, 20 sets of clips, paper punch, 100 pen, 100 pencil, 20 sharpener, 50 file folder, 20 paper flags etc.)	1	Nos.	1
11	Ushers	2	Nos.	1
12	USB to HDMI	1	No.	1

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we.....(name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms.....(full 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 bid document for this project, in response to the < tender no > invited by the DEA, MOF, including signing and submission of all documents and providing information / responses to DEA, MOF in all matters in connection with our bid. 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.....day of.....2025

For

(Signature)

(Name, Designation and Address):

Accepted
(Signature)

(Name, Title and Address of the Attorney) Date:

Note:

- a. 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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b. 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.
- c. In case the bid is signed by an authorized Director / Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Proforma of Undertaking to execute work at item-wise lowest rate
(to be submitted on letter head of the EMC)**

Date: _____

Tender No. _____

It is hereby solemnly affirmed that if I/We (Name of Event Management Company)

_____ am/are selected for empanelment with MOF ,
I/We _____ (Name of Event Management company) shall work
at the lowest rate for each item of the BOQ quoted by selected companies.

(Name of EMC).

Authorized

Signat

ory

Signature Name & Seal.

Details of Manpower

SI No	Name & Designation	Date of appointment in the Current Company	Professional Qualification	Details of Projects/work s handled	Brief C.V.
1					
2					
3					

Agreement between Selected EMC and DEA, MOF

FILE NO. 1/1/2026-IPP

GOVERNMENT OF INDIA
DEPARTMENT OF
ECONOMIC AFFAIRS,
MINISTRY OF FINANCE



**AGREEMENT FOR PROVIDING EVENT MANAGEMENT SERVICES FOR
MEETINGS TO BE HELD IN VARIOUS CITIES OF INDIA**

BETWEEN

**DEPARTMENT OF
ECONOMIC AFFAIRS,
MINISTRY OF FINANCE
AND**

M/S _____

This Agreement is executed in New Delhi on _____ 2026 between the President of India, acting through the Under Secretary (IPP Division), Department of Economic Affairs, Ministry of Finance, Government of India, New Delhi (hereinafter referred to as the 'Ministry' which expression shall include designated officers of the Department of Economic Affairs, Ministry of Finance, Government of India)
AND

M/s. (COMPANY NAME), a company registered under Companies Act having its registered office at **(COMPANY ADDRESS)** (herein referred to as the 'Event Management Company' which expression shall include its executors, administrators, representatives, assigns and successors).

Whereas the Ministry has agreed to engage the Event Management Company for Meetings/ events scheduled to be held as the executing agency for the works assigned on the terms and conditions as are laid down in this Agreement.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. GENERAL

- 1.1. The Event Management Company undertakes to set up and provide the services, details of which, in general, are described along with objects as under.
- 1.2. The events will involve several works out of which the Event Management Company shall provide the personnel, equipment and services etc. on terms and conditions given in para 1.3 of this agreement which shall form integral part of the Agreement.
- 1.3. The main objects of the Agreement is as below:

Broad Scope of Work and Services:

The selected Event Management Companies, inter-alia, will be responsible for Organizing Conferences/Meetings whose scope shall include Event Management, Conceptualizing, Designing, Branding, Execution of works at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience etc. details of which are broadly as follows:

- a. Designing, making layouts and execution of temporary structures such as Hangar(s) of various dimensions and types, special structures such as Dome(s), tentage and covering/ceilings, Stage, Seating & Dining areas along with related infrastructure including table and chairs of various types/categories of high quality, provisioning of mobile/temporary washrooms, landscaping and ambience at venue and at airports during arrival and departure. Services/Material /Work should be of high quality and of international standards.
- b. Organizing VVIP/HOS/HOG/Ministerial level Conferences/Meetings/Events for large number of delegates, equipped with projection systems along with display panels having interface for PowerPoint presentations and for audio/video demonstrations, mics for the participants, wireless translation equipment, conferencing system for virtual meetings, etc.
- c. Equipment: Providing computers, with proportionate heavy-duty printers/photocopiers, scanners, laptops, public address system in the pre-function areas, fax machines, telephones, Clearcomms/VHF transmitters, DFMD scanners, generators with different voltages and capacity.
- d. Printing including digital printing, electrostatic printing, embossing, letterpress, offset lithography, screen printing, printing of invitation cards for various functions and social occasions, conference note pads, information booklets about the Summit/Conference, telephone directories, parking labels for various venues, mini booklets for programs, files/folder covers, letter heads, delegate's bags/folders, access badges etc.
- e. Preparation of documents from information generated before, during and after the

conference/meetings. Documents will include Summit papers/drafts, declarations of previous Summits, important conventions, declarations, etc. from UN, regional organizations bearing on the Summit Conference documents, papers moved in the meetings, provision for ledger, bond papers.

- f. Delegate-kits/bags for delegates/participants comprising notepad, conference labeled pen, conference labeled pen drive, booklets, souvenirs, embossed business card holder, conference booklets. Designing products /consumables, fabrication etc. will also be required.
- g. Help Desks with English speaking trained receptionists, registration desk with laptops, country-wise mailboxes. Provision of Graduate, English speaking Liaison Officers. Provision for ushers, escorts, qualified laptop operators/drafters etc.
- h. Creating backdrops and signages at the Conference venue, airports, enroute branding, flags, welcome arches on approach roads.
- i. Mechanism of accreditation/access control/categorization of delegates/providing badges/pins/other identity documents, badge printing machine, provision of self-registration automated machines.
- j. Development and management of online website with a user-friendly interface, using the recommended content management system. Website needs to be hosted and maintained on an existing/new server. Online registration process should be managed through the website. Regular updates are to be posted on website.
- k. Photography and videography of the Conferences.
- l. Setting up Wi-Fi system for the entire or part of venue with all required equipment.
- m. Setting up of interpreter booths and providing appropriately trained simultaneous/consecutive interpreters in different languages for the event. Online/realtime interpretation services as well as sound proof room, with A/V, headset for audience
- n. Conceptualize and organize Cultural programmes during the events at event venue/airport upto 100 artists of national repute to showcase classical/folk and other cultural elements.
- o. Flower decoration of different types/formation.
- p. It is envisaged that an EMC may sometimes need to conduct more than one meeting at different cities and venues therefore a robust planning for logistics arrangement in advance and manpower deployment at meeting location must be ensured by EMC.
- q. Any other services incidental/consequential to the afore-mentioned scope.

The above-mentioned activities are not exhaustive. Depending upon circumstances additions/modifications are expected. Designated nodal officer from the Department of Economic Affairs, Ministry of Finance would forward the required information to the nodal officer of the engaged Event Management Company.

Bidders shall be mindful of the fact that services/items provided during the events shall be of the highest quality/standards befitting the stature of events.

2. APPROVED COST OF THE PROJECT

- 2.1. Cost projected by the Event Management Company for any event will be in accordance with the elements to be utilized by DEA.
- 2.2. Notwithstanding anything in Article 2.1, the following shall always be taken into consideration to arrive at correct Meaning of the provisions:
 - i. All type of Government levied taxes will be paid by the Ministry.
 - ii. Transport & Accommodation of EMC personnel is the responsibility of the EMC during Recce/advance visits and actual event. Transportation charges is not admissible for any event anywhere in India.
 - iii. Payment of non-BOQ items will be based on due justification of necessity and rate

reasonability of the said element along with submission of third-party bills. EMC is required to submit a prior intimation regarding such usage of non-BOQ elements along with the associated costs. Non-BoQ items utilized during previous 6 months will be included in BoQ after discovering L1 rate among EMCs seeking quotes in sealed covers.

- 2.3. (i) The Event Management Company agrees to supply personnel, equipment and other services as directed by the Ministry through its designated officers and official communication.
- (ii) Installation, commissioning and trial run (one day prior to event) may be required to be undertaken by the Event Management Company to the full satisfaction of the Ministry and no charges/rent will be payable for the services /equipment provided for the same.
- 2.4. Access to premises/venue, described below will be provided by the Ministry to the Event Management Company as follows:
- i. Access to Bharat Mandapam and other venues chosen, its several rooms and halls;
 - ii. Access to the airport, hotels for installing equipment, counters, booths for facilitation by Event Management Company.

3. SUPPLY OF EQUIPMENT

- 3.1. The details of equipment, to be supplied for the events The Event Management Company will arrange its commissioning as directed by the Ministry. In the event of Ministry requisitioning supply of any equipment, in addition to the equipment covered by this contract or making any changes in the specification in the existing list, a separate schedule for supply would be worked out for the additional/ changed equipment. However, the Event Management Company should anticipate all materials, machinery; equipment needed for the organization of the Summits and shall bring it to the notice of the Ministry well in advance with its costing. The Ministry shall consider the advice and work out a schedule of its supply or otherwise. The Event Management Company shall not express his inability to supply any equipment required for the success of the Summits.
- 3.2. All the items, mentioned in BoQ, ordered and procured by the Event Management Company from sources of manufacturers/suppliers will be based on their reputation and quality requirements.
- 3.3. The jobs involving branding, printing and signage will be as per standards and directions of the Ministry of External Affairs communicated via DEA. Graphics and design work will be the responsibility of the Event Management Company.
- 3.4. The EMC shall appoint coordinators for airport facilitation, printing, signage, arrangements at the venue, as agreed mutually between DEA, MOF and EMC. EMC's representative shall be available whenever summoned by designated officer of DEA, MOF.
- 3.5. EMCs should envisage all the manpower/personnel/associated accessories required for functional/operational requirement of equipment to organize an event as per the instructions received from the Nodal officer appointed by Ministry.

4. PERSONNEL

- 4.1. The Event Management Company shall provide the personnel as mentioned in BoQ. They should be well trained, educated, presentable and well-versed in Protocol and event management activities. They shall bear themselves with decorum, discipline and decency.

Personnel found wanting in the necessary attributes shall be replaced by the Event Management Company on the directions of the Ministry immediately without hesitation/reconsideration.

- 4.2. The EMCs shall be responsible for compliance with all laws including labour laws. In no event shall the Ministry be liable for any liability towards the personal employed by the event management company. In case any personal brings any claim against the Ministry, the event management company shall indemnify the Ministry of the legal and other cost.
- 4.3. The EMC is responsible to produce antecedent verification/Police Clearance Certificates for all deployed manpower prior to the event.

5. Method of awarding work for MOF for different Events to EMCs

- 5.1. The EMCs shall quote their respective discounts on the ceiling rates specified in the empanelment agreement with MEA. The work shall be awarded to the EMC offering the highest discount (L1) on the quoted rates, subject to compliance with the terms and conditions of empanelment.

6. Payment Terms & Schedule

- 6.1. MC is required to raise the invoices within 30 working days after the successful completion of work. The work and invoice should be certified by the designated event officer/concerned user division/Department. Any deviation from awarded work should be properly documented and prior intimation/approval of the designated event officer/concerned user division/Department of such deviations must be included in the invoice. Payment will be done as soon as possible after due scrutiny of invoice and certification by DEA, MOF. Further, bills so presented by EMC may be subject to scrutiny/verification by independent Auditors appointed by MOF. The bills/claims shall be further subject to scrutiny of Pay & Accounts Office of DEA, MOF.
- 6.2. The charges for setup and dismantling of the event venue will not be charged separately. EMCs will be paid only for the event days. However, if setup is requested for functional reasons 24-48 hours before event, approval of competent authority will be taken and payment will be made accordingly. For items, that are charged per day basis only.
- 6.3. A one-time advance payment of maximum of thirty percent (30%) of the contract value for allocated event(s) can be made by the Ministry, after signing of the contract, based on submission of bank guarantee of 110% of the said advance amount by the Agency. Another 40% of the value of works/bills will be paid after submission of certified bills and remaining 30% will be released after further scrutiny of the bills and assessing the correct and final amount payable by Ministry. No interest/damages shall be claimed by EMCs for delayed payment on account of any disputes.
- 6.4. Transport & Accommodation of EMC personnel is the responsibility of the EMC during Recce /advance visits and actual event. Transportation charges is not admissible for any event anywhere in India.
- 6.5. Payment of non-BOQ items will be based on due justification of necessity and rate reasonability of the said element along with submission of third-party bills. EMC is required to submit a prior intimation regarding such usage of non-BOQ elements along with the associated costs. As an effort to update the list of BoQ periodically, non-BoQ items utilized during previous 6 months will be included in the rate contract after discovering L1 rate among EMCs seeking quotes in PDF of password protected BoQ.
- 6.6. GST shall be payable by DEA, MOF as per actual and on submission of proof of GST

payment. GST will not be payable for exempted items.

- 6.7. Payment will be done through ECS and subject to applicable deductions/penalties as defined in TENDER.

7. Termination of Empanelment

- 7.1. DEA, MOF may issue Termination Notice to EMC(s) provided that before issuing of such notice, DEA, MOF shall inform EMC(s) of intention to terminate and grant one week period to make a representation, and may after the expiry of one week period, whichever or not it is in receipt of such representation, DEA, MOF in its sole discretion to issue the termination notice. Final decision by DEA, MOF will be taken after due consideration of their representation. The contract may be terminated along with forfeiture of PBG under the following circumstances:

- a. DEA, MOF is of the opinion that there has been such event of default on the part of the EMC which would make it necessary to terminate this contract, which may include failure on the part of the EMC to respect any of its commitments/obligations under this contract.
- b. The EMC has failed to commence the provision of Services without any lawful reason under the conditions of this contract.
- c. In the event that personnel and/or services as per the scope of work under the contract with DEA, MOF is not found acceptable by DEA, MOF.
- d. The EMC has neglected or failed to observe and perform all or any of the terms under this Contract to be observed and performed by it.
- e. The EMC has acted in any manner to the detrimental interest, reputation, dignity, name, or prestige of DEA, MOF.
- f. The EMC has been declared insolvent/bankrupt.
- g. The EMC has refused to organize the events in two consecutive occasions, fails to provide services in any event without prior approval of DEA. This will be treated as breach of contract and action to black list the company and other legal action may also be taken in such cases including forfeiture of PBG.
- h. Bills submitted fraudulently such as increasing the quantity of items than used, inclusion of items which are not utilised, increasing the dimensions of the items used, deliberately reducing quality of items/services, variation in number of installations etc. by EMC after concluding the meeting may attract the termination of contract. Further, Ministry may take punitive action against the company under relevant law/rules.
- i. Any other lapses on the part of EMC warranting action /termination.

8. Consequences of Termination

- a. DEA, MOF shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies. In the event of termination of this contract, DEA, MOF shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the selected bidder shall be obliged to comply with.
- b. DEA, MOF may take possession of the works and all deliverables of the selected bidder and use or employ the same for completion of the work or employ any other selected bidder or other person or persons to complete the work. The selected bidder shall not in any way object or interrupt or do any act, matter, or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.
- c. When the contract is terminated by DEA, MOF for all or any of the reasons mentioned above,

the selected bidder shall not have any right to claim compensation on account of such termination.

9. Liquidated Damages and Compensation Clause

- 9.1. The appointed Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work to the agency, MOF may impose penalty as per the performance matrix detailed below:

Sl. No	Problem	Penalty
1	Non-functioning of AV equipments	5-10% of the value of work awarded
2.	Poor quality/deviation of furniture/collateral items	3-5% of the value of work awarded
3.	Poor quality of branding	3-5% of the value of work awarded
4.	Late completion of the setup	1% per hour of the value of work awarded with overall maximum 10% of the same.
5.	Inappropriate behavior of EMC personnel	3% of the value of work awarded
6.	Refusal to do the work	10% of the value of work awarded and forfeiture of PBG of that work on the first occasion and 20% on subsequent occasion.
7.	Late submission of bills related to events i.e. after 30 working days of the successful completion of work	0.5% of the value of the work awarded per week /PART OF WEEK of delay
8.	Variance/Deviation from work awarded	5% of the contract value of work awarded
9.	Delayed removal of waste from the site/venue after completion of event	10% of the contract value of work awarded

- 9.2. **The maximum amount of penalty which shall be recovered would be subject to a maximum of 10% of value of the work awarded except as at Sl. No. 6 above. If the delay is beyond stipulated time/ refusal of work, then DEA, MOF may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. DEA, MOF may debar and blacklist these agencies for applying in its future events for a period of 3 years from the date of default.**

The performance evaluation will be done on basis of:

- Timely mobilization of resources
- Preparation of venue and meeting set up in accordance with the timelines indicated by Ministry
- On site validation and evaluation by designated officials of products used
- Production of certificate of quality if so desired by officials
- Manpower support and efficient coordination with Ministry

- 9.3. **Compensation Clause:** DEA, MOF reserves the right to claim compensation to cover its losses for organizing rest of the events at higher rate in case of non-performance or EMC rendering services which are not at par, leading to termination of contract. DEA, MOF may also recover the extra expenses that need to be borne by DEA, MOF in case a new EMC/any agency has to be hired at a higher rate in case of non-performance of EMC.

- 9.4. **Price Variation:** In the event of lowering of government levies after the finalization of the contract, the selected bidder shall automatically pass on the benefits to DEA, MOF, and in the event of increasing of government levies after the finalization of agreement; DEA, MOF shall consider the case on merit and the pro-rata benefits to the selected bidder if full reference with documentary evidence is submitted. The decision of DEA, MOF in this regard shall be final.
- 9.5. **Fall Clause:** If the rate contract holder reduces its price or sells or even offers to sell the rate contracted services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization in GoI during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
- 9.6. In case the Summits are cancelled or postponed due to any reason, no claims shall be made by the Event Management Company on the Ministry, except on specific items delivered to the Ministry, on its written directions. The payment for supplies would be made for only for the actual days of event.

10. Confidentiality and Security

- i. The selected bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of MOF or its clients without the prior written consent of MOF. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure II of this TENDER.
- ii. The selected bidder will ensure that no information about the software / hardware/ policies of MOF etc. is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- iii. Additionally, the selected bidder shall keep confidential all the proprietary details and information regarding the event.
- iv. MOF shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected bidder regarding any forbidden disclosure.
- v. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a. information already available in the public domain.
 - b. information received from a third party who had the right to disclose the aforesaid information
 - c. information disclosed to the public pursuant to a court order
- vi. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose, and signatures of both parties.
- vii. Notwithstanding anything to the contrary mentioned hereinabove, the selected bidder shall have the right to share the work order provided to it by MOF in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

11. Fraud and Corrupt Practices

- a. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics at all times during the selection process. Notwithstanding anything to the contrary contained in this TENDER, MOF shall reject a bid without being liable in any manner. Whatsoever to the bidder, if MOF determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "prohibited practices") in

the selection process. In such an event, MOF shall, without prejudice to its any other rights or remedies, forfeit and appropriate PG, as the case may be, genuine pre- estimated compensation and damages payable to DEA, MOF for, inter alia, time, cost and effort of DEA, MOF, in regard to the TENDER, including consideration and evaluation of such bidder's bid. The decision of MOF in this regard shall prevail.

- b. Without prejudice to the rights of MOF under the above sections other clauses and the rights and remedies which MOF may have under the Letter of Intent (LoI) or the contract/ work order, if a bidder is found by MOF to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LoI/TENDER or the execution of the contract/ work order, such bidders shall not be eligible to participate in any tender or TENDER issued by MOF for a minimum period of 3 (three) years from the date such bidder is found by MOF to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.
- c. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MOF and/or his/her relative/dependent (as defined in Companies Act 2013 and other relevant rules) , who is or has been associated in any manner, directly or indirectly with the selection process before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MOF, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the execution of the contract/ work order, as the case may be, any person in respect of any matter relating to the project or the contract/ work order, who at any time has been or is a legal, financial or technical consultant / adviser of MOF in relation to any matter concerning the project
 - ii. "Fraudulent practice" Means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
 - iii. "Coercive practice" Means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process.
 - iv. "Undesirable practice" Means establishing contact with any person connected with or employed or engaged by MOF with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and
 - v. "Restrictive practice" Means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

12. Licenses and Rights to use DEA, MOF name and contents

12.1. DEA, MOF does hereby grant to the Agency a limited non-exclusive license to use the Event name and DEA, MOF name solely in connection with the preparations, programmes and management of the events, provided the Agency complies with the terms and conditions contained in this Agreement.

- a. The selected bidder shall not use the name of their own company in any official communication or promotional material pertaining to the event, either before, during or after the event without prior written approval of DEA, MOF.
- b. The selected bidder shall not use the names and the song/video/jingles for any event or purpose other than the said event.
- c. The authority of the selected bidder to use the DEA, MOF content commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.

- d. The selected bidder shall not sublicense, transfer or assign the use of DEA, MOF contents to any person or entity without the prior consent of the DEA, MOF.

13. Force Majeure

13.1 Definition

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall Mean occurrence in India of any or all events as defined in Clauses 10.2, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

13.2. Events

Events shall Mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. strikes or boycotts (other than those involving the EMCs or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours.
- c. any judgement or order of any court of competent jurisdiction or statutory authority made against the EMCs in any proceedings for reasons other than (i) failure of the EMCs to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- d. any event or circumstances of a nature analogous to any of the foregoing.

13.3. Duty to report Force Majeure Event

13.3.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by written notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of :-

- a. the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 10 with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. the Measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d. any other information relevant to the Affected Party's claim.

13.3.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

13.3.3 For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 10.3.1, and such other information as the other Party may reasonably request the Affected Party to provide.

13.4. Effect of Force Majeure Event on the Agreement

13.4.1 Upon the occurrence of any Force Majeure

- a. prior to the Appointed Date (refers to a specific date in a contract that may be impacted by an unavoidable, unforeseen event), both Parties shall bear their respective Force Majeure costs.
- b. after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:
 - i. upon occurrence of an event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof; For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the EMCs.

13.4.2 Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

13.5. Dispute resolution

13.5.1. In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

14. Indemnification & limitation of liability

14.1 General indemnity

The EMCs shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the EMCs of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

14.2. Indemnity by the EMCs

14.2.1. Without limiting the generality of Clause 6.20.1, the EMCs shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a. failure of the EMCs to comply with Applicable Laws and Applicable Permits;
- b. payment of taxes required to be made by the EMCs in respect of the income or other taxes of the suppliers and representatives; or
- c. non-payment of amounts due as a result of Materials or services furnished to the EMCs which are payable by the EMCs.

14.2.2. Without limiting the generality of the provisions of this Article 6.20, the EMCs shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the EMCs in performing the EMC's obligations or in any way incorporated in or related to the Project. If in any such suit, action,

claim or proceedings, a temporary restraint order or preliminary injunction is granted, the EMCs shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the EMCs shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the EMCs is unable to secure such licence within a reasonable time, the EMCs shall, at its own expense, and without impairing the Specifications Draft for discussion purposes only 96 and Standards, either replace the affected work, or part, or process thereof with no infringing work or part or process, or modify the same so that it becomes non-infringing.

14.3. Defence of claims

- 14.3.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Agreement, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- 14.3.2. If the Indemnifying Party has exercised its rights under Clause 6.20.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed)
- 14.3.3. If the Indemnifying Party exercises its rights under Clause 6.20.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may Draft for discussion purposes only 97 participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
 - a. the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
 - b. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
 - c. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - d. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 6.20.3.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and

disbursements of such counsel shall constitute legal or other expenses hereunder.

14.3.4. No consequential claims

Notwithstanding anything to the contrary contained in this Article 6.20, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

14.3.5. Survival on Termination

The provisions of this Article 7 shall survive Termination.

15. INSTALLATION

The Ministry shall undertake inspection of the equipment and services to be provided by the Event Management Company. The result of this inspection by the Ministry shall be final and binding on the Event Management Company.

16. PERFORMANCE GUARANTEE

- 16.1. The Event Management Company will issue a Performance Bank Guarantee (PBG)/FDR/Demand Draft for the amount equal to 4% of the successful bid. only in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) or online payment in acceptable form from any of the commercial banks in favor of Pay & Accounts Officer, Department of Economic Affairs, Ministry of Finance payable at New Delhi., which may be withdrawn after 60 days of completion of contractual obligations of that particular work.
- 16.2. The selected bidder shall be responsible for extending the validity date and claim period of the PBG. DEA, MOF shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period. The delay in return of PBG shall not attract any interest or damages.
- 16.3. In the event that the performance of the Event Management Company is found to be unsatisfactory or for a breach of terms & conditions of this agreement, in addition to the other remedies available, the Ministry reserves the right to cancel the appointment of Event Management Company for the subsequent Summits/Conferences and/or en-cash the Performance Guarantee of the Event Management Company in its favour. No claims will be made by the Event Management Company on the Ministry in that case.

17. Payment Terms & Schedule

- 17.1. EMC is required to raise the invoices within 30 working days after the successful completion of work. The work and invoice should be certified by the designated event officer/concerned user division/Department. Any deviation from awarded work should be properly documented and prior intimation/approval of the designated event officer/concerned user division/Department of such deviations must be included in the invoice. Payment will be done as soon as possible after due scrutiny of invoice and certification by MOF. Further, bills so presented by EMC may be subject to scrutiny/verification by independent Auditors appointed by DEA, MOF. The bills/claims shall be further subject to scrutiny of Pay & Accounts Office of DEA, MOF.
- 17.2. The charges for setup and dismantling of the event venue will not be charged separately. EMCs will be paid only for the event days. However, if setup is requested for functional reasons 24-48 hours before event, approval of competent authority will be taken and payment will be made accordingly. For items, that are charged per day basis only.
- 17.3. A one-time advance payment of maximum of thirty percent (30%) of the contract value for allocated event(s) can be made by the Ministry, after signing of the contract, based on submission of bank guarantee of 110% of the said advance amount by the Agency. Another 40% of the value of works/bills will be paid after submission of certified bills and remaining 30% will be released after further scrutiny of the bills and assessing the correct and final amount payable by Ministry. No interest/damages shall be claimed by EMCs for delayed

- payment on account of any disputes.
- 17.4. Transport & Accommodation of EMC personnel is the responsibility of the EMC during Recce /advance visits and actual event. Transportation charges is not admissible for any event anywhere in India.
 - 17.5. Payment of non-BOQ items will be based on due justification of necessity and rate reasonability of the said element along with submission of third-party bills. EMC is required to submit a prior intimation regarding such usage of non-BOQ elements along with the associated costs. As an effort to update the list of BoQ periodically, non-BoQ items utilized during previous 6 months will be included in the rate contract after discovering L1 rate among EMCs seeking quotes in sealed covers.
 - 17.6. GST shall be payable by MOF as per actual and on submission of proof of GST payment. GST will not be payable for exempted items.
 - 17.7. Payment will be done through ECS and subject to applicable deductions/penalties as defined in TENDER.

18. Signing of Empanelment agreement

- 18.1. After DEA, MOF notifies the successful EMCs that its proposal has been accepted, an agreement (attached at Annexure 16) will be signed between Ministry and selected companies for empanelment with MOF for on same terms and conditions as stipulated in the agreement and rates quoted by L1 bidder and mutual consent (subject to satisfactory performance by the EMCs).
 - 18.2. The engagement shall be effective from the date of its signing of contract for the full period of contract unless terminated before.
- #### **18.3. Joint Venture/Consortium**
- 18.3.1. Joint venture/Consortium (an association of several persons, firms or companies) is not allowed for this empanelment.
 - 18.3.2. Sub-contracting under this contract will not be allowed. If sub-contracting comes to the notice of MOF, punitive action will be taken under extant rules/laws.
 - 18.3.3. The EMC represents and warrants that all services performed under this work order shall be of professional quality conforming to stature of events conducted by MOF.

19. ARBITRATION

- i. Guidelines issued by Department of Expenditure's OM No. F.1/2/2024-PPD dated 03 June 2024 will be followed for dispute resolution.
- ii. In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, and the Arbitration & Conciliation Amendment Act (2015) as amended up to date or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.
- iii. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- iv. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement

- notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- v. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The Place/Seat of the arbitration shall be [New Delhi, India]. The Tribunal shall consist of three (3) arbitrators. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English.
 - vi. As a norm, arbitration is restricted to disputes with a value of less than Rs. 10 Cr (Department of Expenditure's Office Memorandum No. F.1/2/2024-PPD dated 03.06.2024).

20. VALIDITY

The validity of the agreement will be for one year i.e. till December 2026 from the date of signing of the contract and extendable by mutual written agreement between the parties for further period of one year on the same terms and conditions and mutual consent, subject to satisfactory performance by the EMCs.

21. GOVERNING LAW

The contract shall be governed by and construed according to the laws in force in India.

22. ASSIGNMENT

This contract is personal to **(COMPANY NAME)**, and cannot be assigned to any third party otherwise.

IN WITNESS WHEREOF THIS AGREEMENT has been executed between the parties hereto by their authorized officers in two originals on the date and the year written above.

**Signed and delivered
for & on behalf of
Department of Economic Affairs,
Ministry of Finance**

**Signed and delivered
for & on behalf of
(Company Name)**

<p>..... Shri Under Secretary (IPP Division) Department of Economic Affairs, Ministry of Finance New Delhi</p>	<p>..... Name: Designation:</p>
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Witness

Integrity Pact Format

INTEGRITY PACT Between Department of Economic Affairs, Ministry of Finance hereinafter referred to as "The Principal," and hereinafter referred to as "The Bidder/EMCs."

Preamble

The Principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and/or EMC(s).

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all Measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ EMC(s)

- 1) The Bidder(s)/ EMC(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ EMC(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
 - a. The Bidder(s)/ EMC(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/EMC(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

- c. The Bidder(s)/ EMC(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ EMC(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/EMC(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/EMC(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/EMC(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- e. The Bidder(s)/ EMC(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /EMC(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision. 2) The Bidder(s)/ EMC(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/EMC(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/EMC(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/EMC(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to seize Performance Guarantee.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the EMC liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2 of Section 4 above.

Section 6 – Equal treatment of all Bidders / EMCs

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and EMCs.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or

violate its provision

Section 7 – Criminal charges against violating Bidder(s) / EMC(s)

If the Principal obtains knowledge of the conduct of a Bidder, EMCs, or of an employee or a representative or an allied firm of a Bidder, EMCs which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/EMCs as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/EMC(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the EMCs. Upon their request and demonstration of a valid interest, the EMCs shall also grant the Monitor unrestricted and unconditional access to their project documentation.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ EMC(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case. Manual for Procurement of Goods, Second Edition, 2024 292
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the EMC. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the

Central Vigilance Commissioner.

- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires on 31.12.2026. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 4) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 5) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of DEA,
MOF) (Office Seal)
Place ----- Date-----

Witness 1:

(Name & Address)

(For & On behalf of the Bidder/EMC) (Office
Seal)
Place ----- Date-----

Witness 1:_____

(Name & Address)

