

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED



Kerala Institute for Entrepreneurship Development (KIED)
Department of Industries & Commerce
Government of Kerala

KIED, Rockwell Road, HMT Colony, PO,
Kalamassery, Kochi, Kerala 683503

REQUEST FOR PROPOSAL (RFP)

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Tender Reference : KIED/87/2022-SA

Tender ID : KIED/OFT/2022/001

Key Events	Timelines for completion
Mode of bid submission	Offline
Type of proposal required	Least Cost Selection
Date of issue of Tender	22-12-2022
Pre-Bid Meeting Date	27-12-2022 03.00PM
Bid Submission start date	28-12-2022
Bid Submission end date	05-01-2023 05.00PM
Technical bid opening date	06-01-2023 11.00PM
Tender Processing fee	Rs. 944/- (including 18%GST)
EMD	Rs. 4000/-

Selection of Event Management Partner for the Inaugural function of Enterprise Development
Centre, KIED

Evaluation of the proposals	Detailed in the RFP document	
Contact Person – KIED for Procurement Queries	Mr. Allen Jeffrey A Deputy Manager (Practice) dm.practice@kied.in Cell No: 9995091240	Mr. Reji Assistant Manager (Projects) Cell No: 9846099295
Address where queries/ correspondence concerning this RFP is to be sent	KIED, Rockwell Road, HMT Colony, PO, Kalamassery, Kochi, Kerala 683503, 0484 255 0322	

Note:

1. The tender document is the property of KIED and is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day.
3. No queries will be entertained after the date and time mentioned in this schedule.
4. This Bid Document contains **39** Pages.

1. NOTICE INVITING REQUEST FOR PROPOSAL.

Kerala Institute for Entrepreneurship Development (hereinafter referred to as KIED) invites responses (“Proposals”) to this Request for Proposals (“RFP”) for the Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED, located at INKEL Towers, Angamaly

1.1 More details on the scope of works, terms and conditions are specified in Section 3.

1.2 Details/Documents provided for the submission of Proposal

- a. Section 1 – Invitation for Bids
- b. Section 2 – Instructions to Bidders
- c. Section 3 – Terms and conditions
- d. Section 4 – Selection Process
- e. Section 5 – Bidding forms (Technical and Financial)

1.3 Both bids should be submitted offline to KIED Office located at Rockwell Road, HMT Colony, PO, Kalamassery, Kochi, Kerala 683503 on or before 05-01-2023, 05.00PM.

1.4 In order to obtain first-hand information on the assignment and the project context, it is desirable that a representative of the prospective bidder shall attend the pre-bid meeting scheduled at KIED office.

1.5 Submission of Proposals:

- 1.5.1 Proposals must be direct, concise, and complete. KIED will evaluate the bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- 1.5.2 Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. In case of any deviations in format, the tender will be liable for rejection.
- 1.5.3 Each proposal should be submitted in two parts, viz Technical Proposal and Financial Proposal as specified in this RFP.
- 1.5.4 Both technical and financial bids shall be submitted offline and in accordance to the instructions given in this tender document. Technical bid should be submitted in the format given. **The financial bid offering the rates should be submitted in the financial cover which should be a separate cover. The financial bids submitted in any other format will be treated as non-responsive and not be considered for evaluation.**

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

1.5.5 The Financial Proposal should contain the financial details in the specified format Appendix II.

1.5.6 Pre-Bid Meeting:

KIED will hold an online pre-bid meeting on **27-12-2022, 03.00PM** for interested parties may submit a mail request for participating in the meeting to dm.practice@kied.in on or before **27-12-2022, 12.00PM** with the subject line ‘Pre-bid Meeting – Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED’. Link to attend the meeting will be shared only to those parties who contacts KIED as per above details. Requests received without the specified subject line shall not be considered. Requests submitted in any other mode other than that specified herein will not be considered for response.

a) The pre-bid queries shall be submitted in the following format, failing which the queries will not be considered.

Sl.No	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

b) KIED will not be responsible for ensuring that the bidders’ queries are received by it. Any requests for clarifications post the indicated date and time will not be entertained by KIED.

c) At any time prior to the last date for receipt of bids, KIED may, for any reason, whether at its own initiative or in response to a clarification requested by a participating entity, modify the RFP Document by issuing a corrigendum.

d) The Corrigendum(s) and clarifications to the queries from all bidders will be published on <https://kied.info/>

e) Any such corrigendum(s) shall be deemed to be incorporated into this RFP.

f) In order to provide reasonable time to the participating entities for taking the corrigendum(s) into account, KIED may, at its discretion, extend the last date for the receipt of Proposals.

1.6 Opening and evaluation of Proposal.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 1.6.1 Opening of Proposal: Technical proposals will be opened at KIED Office located on KIED, Rockwell Road, HMT Colony, PO, Kalamassery, Kochi, Kerala 683503, by CEO and Executive Director, Kerala Institute for Entrepreneurship Development (KIED) or his authorized representative or by a committee constituted for this purpose, on **06-01-2023, 11.00PM** .
- 1.6.2 The financial bid will not be opened until technical evaluation has been completed, results approved, and notified to all qualified bidders eligible for bid opening.
- 1.6.3 KIED will follow the Least Cost Selection (LCS) process. One agency will be selected based on technical and financial evaluation and an agreement (enclosed with RFP) will be signed between the selected firm and KIED for the purpose listed.
- 1.6.4 However, KIED holds the right to revoke the ongoing contract with the selected professional agency and call for new proposals in case of unsatisfactory performance of the selected professional agency or due to any other administrative reasons at any point of time during the contract period.

Key Events

Sl. No	Event	Date / Details
1	Date of issue of Tender	22-12-2022
2	Pre-Bid Meeting Date	27-12-2022, 03.00PM
3	Bid Submission start date	28-12-2022
4	Bid Submission end date	05-01-2023, 05.00PM
5	Technical bid opening date	06-01-2023, 11.00PM
6	Tender Processing Fee	Rs. 944/- (including 18%GST)
7	EMD	Rs. 4000/-

Note: The above dates of events may be changed at the discretion of KIED without assigning any reasons thereto.

**The Chief Executive Officer and Executive Director
KIED, Rockwell Road,
HMT Colony, PO, Kalamassery,
Kochi, Kerala 683503**

2. INSTRUCTION TO BIDDERS.

2.1 Definitions

- a) **KIED** means Kerala Institute for Entrepreneurship Development (KIED), established as an autonomous body of the Government of Kerala, aimed to promote the spirit and culture of entrepreneurship among the youth of Kerala by giving them orientation in Human Resources Development and training in skill development and leadership, represented by the Chief Executive Officer and Executive Director, KIED.
- b) **Technical Committee** is a sub Committee constituted by the Chief Executive Officer and Executive Director, KIED to decide on the technical aspects of the proposal and to evaluate the same.
- c) **Finance Committee** is a sub Committee constituted by the Chief Executive Officer and Executive Director, KIED to decide on the financial aspects of the proposal and to evaluate the same.
- d) **Tender Inviting Authority** is the Chief Executive Officer and Executive Director, KIED who on behalf of KIED calls and finalizes tenders.
- e) **Blacklisting/debarring** – The event occurring by the operation of the conditions under which the Bidder will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority or any other State Government/Central Government/PSUs.

2.2 General Provisions:

The bid document can be downloaded from the website kied.info

2.3 Corrupt and Fraudulent Practices

KIED requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected agency shall permit KIED or its representatives to inspect the accounts, records, and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by KIED. Conflict of Interest.

2.4 Conflict of Interest

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 2.4.1 The agency is required to provide professional, objective, and impartial services, at all times holding KIED's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The agency has an obligation to disclose to KIED any situation of actual or potential conflict that impacts its capacity to serve the best interest of KIED. Failure to disclose such situations may lead to the disqualification of the agency or the termination of its Contract and/or sanctions by the Government.
- 2.4.2 Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the agency shall not be hired under the circumstances set forth below: -
- 2.4.2.1 Relationship with the KIED's staff: The agency (including its subsidiaries/partners) that has a close business or family relationship with a professional staff of the KIED who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to KIED throughout the selection process and the execution of the Contract.
- 2.4.2.2 Any other types of conflicting relationships as indicated in the tender document.
- 2.4.2.3 All information supplied by the entities submitting the proposals will be treated as contractually binding on the entities, on successful award of the assignment by KIED on the basis of this RFP.
- 2.4.2.4 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KIED. KIED reserves the right to cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of KIED.
- 2.4.2.5 This RFP supersedes and replaces any previous public documentation and/or communications, and participating entities shall place no reliance on such communications.
- 2.5 In preparing the Proposal, agency is expected to examine the tender document in close detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 2.6 The Agency shall bear all costs associated with the preparation and submission of proposal, and KIED shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. KIED is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the firm
- 2.7 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and KIED, shall be written in English only. All documents produced as annexures in any Language, other than English, should be accompanied by certified translated copy in English.
- 2.8 Confidentiality: From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact any of the officials of KIED on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 2.9 The Bidder shall not subcontract or outsource the whole or a part of the Services unless otherwise agreed by KIED, failing which penalty will be imposed.
- 2.10 Participating entities are not allowed to enter in Consortium, JV, or Sub-agency arrangements with other shortlisted entities.
- 2.11 Any attempt by the agency or anyone on behalf of the agency to influence improperly KIED in the evaluation of the Proposals or Contract award decisions may result in rejection of its proposal, and may be subject to the application of prevailing Government sanctions procedures.
- 2.12 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an agency intends to contact KIED on any matter related to the selection process, it should do so only in writing.
- 2.13 The proposals should be submitted in 2 separate covers in hardcopy to KIED office in accordance with the instructions given in the RFP.
- 2.14 Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- 2.15 The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal will be opened after the technical evaluation is completed and the results intimated to all successful bidders and upon approval from concerned authorities.
- 2.16 Technical bid will be opened by The Chief Executive Officer and Executive Director , KIED or his authorized personnel on the day mentioned in this tender document on **06-01-2023, 11.00PM** . KIED reserves the right to withdraw this tender, if KIED determines that such action is in the best interest of the company. KIED undertakes that all the information shared by the applicant will be held in strict confidence and will not be made public unless directed by law.
- 2.17 The applicant submitting their tender would be responsible for all its expenses, costs and risks incurred towards preparation and submission of their bid, KIED shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
- 2.18 **Validity of Terms of the Bid:** Each bid shall indicate that it is a ‘firm and irrevocable offer’ and shall remain valid for a period of **120 days** from the last date of submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. KIED may solicit the applicants consent to an extension of tender validity (but without the modification of the tender conditions).
- 2.19 **Arbitration and Jurisdiction:** Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this RFP/Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this RFP/Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the Party under this RFP/Agreement or of any matter whatsoever arising under this RFP/Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Ernakulam and mode of Arbitration shall be online through video conference. The decisions of the arbitrator shall be final and binding. The language for Arbitration shall be English.

2.20 **Applicable law:** This RFP and any matter relating to this RFP shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Ernakulam. Any default in the terms and conditions of the document by the Agency will lead to the rejection of the work order.

2.21 **Amendment of Tender Document:** At any time prior to the deadline for submission of the tender, KIED may for any reason, modify the tender document. The amendment document shall be made applicable on the KIED website and will be notified through the website www.kied.info and such amendments shall be binding on all the bidders.

2.22 **Disqualification**

KIED may at its sole discretion and at any time during the evaluation of tender, disqualify any applicant, if the applicant;

2.22.1 Submitted the tender after the response deadline;

2.22.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

2.22.3 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any of the projects in the preceding three years;

2.22.4 Submitted a tender that is not accompanied by required documentation or is non – responsive

2.22.5 Failed to provide clarification related thereto, when sought;

2.22.6 Was declared ineligible/blacklisted by State/UT/Central Government;

2.22.7 Tried to influence the evaluation process either directly or indirectly

2.23 Information relating to the examination, clarification, comparison and evaluation of the proposal submitted shall not be disclosed to any of the responding applicants or their representatives or to any other persons not officially concerned with such process until the evaluation process is complete. Undue use by any applicant of confidential information related to the process may result in rejection of its proposal.

2.24 **Disclaimer**

2.24.1 The information submitted in response to this tender may be subject to the public release (as per RTI norms). Applicants responding to this invitation assume the risk of public disclosure.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 2.24.2 This is not to be considered as a commitment by KIED to contract for services. Please be advised that KIED will not pay for any information provided as a result of this invitation and will not recognize or reimburse any cost associated with any tender submission.
- 2.24.3 This tender does not entail any commitment on the part of Government, either financial or otherwise.
- 2.24.4 KIED reserves the right to accept or reject any or all tender without incurring any obligation to inform the effected applicant/s of the reasons.
- 2.24.5 Submission of tender documents does not create any obligation on the part of KIED in terms of providing business or in any other area.
- 2.25 Performance Security Deposit: The successful bidder has to remit 3% of the total value of work order (rounded to the nearest rupee) as performance security deposit, in terms of Bank Guarantee having validity for a period of 60 days beyond the date of completion of all contractual obligations of the selected agency with regard to this RFP. The bank guarantee/deposit will be refunded to the successful bidder 3 months after completion of the contract period after deducting penalties if any.
- 2.26 Tender Fee and EMD payment for the Tenders**
- Bidders while participating in tender published in www.kied.info should pay applicable Tender Fee and EMD and should ensure the following:
- 2.26.1 Payment through DD is only allowed. The DD should be drawn in favor of “**Kerala Institute for Entrepreneurship Development**” Payable at Ernakulam from any scheduled bank.
- 2.27 Earnest Money Deposit (EMD):**
- In order to ensure a maximum number of competitive tenders, an amount of ₹ 4000/- has been fixed as Earnest Money Deposit (EMD).
- 2.27.1 Government Institutions/Public Sector Undertakings/MSME registered within the State are exempted from remittance of EMD subject to submission of valid documents.
- 2.27.2 None of the bidders other than those specified above are exempted from the remittance of EMD, in any case.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 2.27.3 EMD of the unsuccessful bidder will be discharged/ returned.
- 2.27.4 The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
- 2.27.5 No interest will be paid for the EMD submitted.

The EMD will be forfeited, if a tenderer;

- 2.27.6 Misrepresents facts or submitting fabricated/forged/tampered/altered/manipulated documents during verification of the tender process.
- 2.27.7 Withdraws its bid after the opening of bid;
- 2.27.8 A successful bidder, fails to sign the contract after issuance of Letter of Intent;
- 2.27.9 Fails to furnish performance security after issuance of Letter of Intent.

The bids will not be considered for further processing if bidders fail to comply with the clauses above.

2.28 Preparation, Authentication and Submission of Proposal

- 2.28.1 The participating entities shall submit their responses as per the formats given in this RFP.
- 2.28.2 The prices shall be indicated in the Financial Proposal only.
- 2.28.3 All the pages of both technical and financial proposals shall be serially numbered and should be initialed by the Authorized Signatory.
- 2.28.4 The Proposals shall be developed in English language only. If any supporting documents submitted are in any language other than English, true and verbatim translation of the same in English language is to be submitted along with the proposal, duly attested by the Authorized Signatory. For purposes of interpretation of the documents, the English translation shall govern.
- 2.28.5 Any deficiency in the documentation may result in the rejection of the Proposal.
- 2.28.6 Proposals submitted through any other means shall not be considered. Proposals that are not submitted through the e-tender portal of Government of Kerala will not be considered for any reason whatsoever. No correspondence will be entertained on this matter.
- 2.28.7 The participating entity shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by KIED to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the procurement process. KIED will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2.28.8 KIED reserves the right to modify and amend any of the above stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitment.

2.29 The successful bidder should sign the contract agreement in stamp paper of value 0.1% of the total contract value (value of stamp paper to be borne by the successful bidder) within 5 days from the date of intimation. The Draft Agreement content is attached as an Annexure A to this RFP.

2.30 KIED – Corrupt and Fraudulent Practices

KIED follows policy of Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. KIED requires the Bidder to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts.

- The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963),
- The Stores Purchase Manual (SPM), 2013.

3. SECTION 3. TERMS AND CONDITIONS

- 3.1 The Technical Bid will be opened on **06-01-2023, 11.00PM** at **KIED, Rockwell Road, HMT Colony, PO, Kalamassery, Kochi, Kerala 683503** in the presence of those tenderer(s)/bidder (s) who wish to be present. No separate communication will be sent in this regard. In the event of the due date being a closed holiday or declared Holiday for State Government offices, the due date for the opening of the bids will be the following working day at the appointed date, time, and venue.
- 3.2 KIED shall have the right to assess the competencies and capabilities of the Tenderer/Bidder by going through the credentials given in the Technical/Financial bid and on the basis of such credentials, KIED may reject the candidature of the Tenderer/bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Tenderer/bidder. The Financial bid of only those parties who qualify in the technical scrutiny shall be opened.
- 3.3 Non-acceptance of any of the terms and conditions as stated in the tender and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only tenderer(s) bidder(s) whose Technical / Infrastructure particulars as stated in the tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
- 3.4 The contact details and email addresses of the Head of Organization and SPOC with respect to the tender should be provided in the matrix.
- 3.5 In case the Bidder fails to execute the work as per the tender, or fails to deliver the satisfactory service or fails to execute the Agreement, KIED shall have the right to invoke the said Bank Guarantee and shall also forfeit the entire security deposit. No interest will be payable by KIED on the security deposit, so held. The CEO of KIED reserves the right to accept or reject any or all tenders including the lowest tender/s, without assigning any reason at its sole discretion and the decision of the CEO shall be final and binding on all concerned.
- 3.6 KIED does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part. The part acceptance of the tender will not violate the terms and conditions of the contract and the tenderer/bidder will execute the work at the specified rates without any extra charges or compensation within the stipulated period.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

- 3.7 The whole service included in the Tender shall be facilitated by the Tenderer/Bidder and the Tenderer/Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein without the written consent of KIED.
- 3.8 All costs, charges, and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his/her tender shall be borne by the bidder and KIED will not accept any liability whatsoever in this regard.
- 3.9 Time is the essence of the contract and the tenderer/Bidder is required to complete the service in all respects within the stipulated time to the satisfaction of KIED.
- 3.10 It shall be clearly understood that the rates quoted in the tender will be for complete cost of the items, as per instructions to Tenderers / Bidders, conditions of Contract and specifications and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, GST, & other taxes. No component of cost/tax shall be paid by KIED unless the same is included specifically in the price bid.
- 3.11 Termination of the Contract
- The Contract in whole or part can be terminated before the issue of Work order at the option of the KIED, if the KIED for any reason whatsoever does not require the whole or part of the items thereof as specified in the tender to be supplied out and in the said event the KIED shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the supply of the items in full, but which he did not derive in consequences the whole supply of the items not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the KIED and of any alterations having been made by the KIED in the original specification or the designs and instruction which shall involve any curtailment of the items contemplated.
- 3.12 The KIED without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.

3.13 No claim for interest shall be entertained by KIED with respect to any money or balances, which may be in its hands owing to a dispute between itself and the Tenderer/bidder.

3.14 KIED reserves the right to accept or reject any or all the tenders/bids without assigning any reason.

3.15 Tenders received after the stipulated date and time shall not be admitted. KIED shall not be liable for any unforeseen delay.

3.16 Eligibility / Pre-Requisites of the Bidders

3.16.1 All the documents submitted by the bidder in tenders should carry the signature of the authorized signatory and stamp of the organization.

3.16.2 It is mandatory for the bidders to furnish documentary proof linked to each of the evaluation criteria. Information provided without sufficient documentary evidence shall NOT be considered during the evaluation. It is the bidder's responsibility to submit comprehensive documentary evidence to prove, without doubt, the information submitted.

3.17 Prequalification Criteria

The invitation to bid is open to all bidders who qualify the Prequalification Criteria as given below.

Sl No	Prequalification Criteria	Documents to be submitted
1	The tenderer/bidder should be a registered company under Companies Act.	Copy of certificate of Incorporation issued by Registrar of Companies/ Registration certificate.
2	The bidder should not be currently blacklisted by any Central/ State Govt. dept. /Public Sector Unit.	Self-declaration to be submitted in firm letter head as given in Annexure 1
3	Agency must have a valid PAN Number and GST registration	Copy of GST registration and Copy of PAN

3.18 Technical Evaluation Criteria

The Technical Proposals shall be evaluated using the evaluation matrix provided in the table below:

Sl No.	Technical Evaluation Criterion	Supporting Documents to be Submitted
1	The Agency should have executed a single work of value 10 lakhs with regard to Event Management in Government organizations / Autonomous institutions / Public Sector Undertakings in the last two years before the date of this tender.	Copy of Work Order received by the bidder / copy of Contract executed between the Government organization / Autonomous institution / Public Sector Undertaking and the bidder, during the period of two years before the date of the tender, with a minimum value of 10 Lakhs in a single work.

3.19 Commencement of Work: Immediately on award of Work.

3.20 Scope of Work

The scope of work of the selected agency will include the following: -

3.20.1 Event management activities for the inaugural function of the Enterprise Development Centre (EDC) located at 4th Floor, Inkel Towers, Angamaly, Kerala.

3.20.2 The list of activities will include but not limited to :

SL.NO	PARTICULARS	Specification	QTY (Nos)
A. Branding			
Main Gate Box arch			
1	Top	26 ft	1
2	Legs	12 ft	2
Building entrance Box arch			
3	Top	10 ft	1
4	Legs	8 ft	2
5	Backdrop Branding	20 X 8 ft	1
6	Front table branding	16 X 3 ft	1
7	Podium + Branding		1
8	Roll up standees		12
B. Light & Sound			
1	Sound system	3000W	1
2	Cordless mikes		2

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

3	Podium Mikes		2
4	LED parcans		8
5	General Hall lighting		6
6	Pedestral Fan		2
7	Generator with fuel & cabling for the event		1
C. Documentation			
1	Video with live streaming – Facebook and Youtube		1
2	Photography (1 Camera)		1
3	Videography of the entire programme (1 Camera) with 3 minute video on the event highlights.		1
4	LCD TV		3
D. Design & print			
1	Invitation card Design & print	A5	50
2	Brochure Design & print	A4	100
E. Food & Beverages			
1	Tea & Snacks	Tea and Cutlet	100
2	water bottles		10
3	Water dispenser		5
F. Miscellaneous			
1	Ribbon cutting arrangements		1
2	Nilavilakku With accessories		1
3	Working lunch (Chicken biriyani)		80
4	Working Lunch (Veg biriyani)		20
5	Plastic chair with cover		80
6	Table Top Flower vase		1
7	VIP wooden chairs		6
8	Official Badges		15

3.20.3 KIED has full authority to increase or decrease the quantity, add or remove components from the list of activities as in above clause.

3.20.4 Any additional requirement will be communicated to the party as Work order/email communication before the event and the selected party will be obliged to facilitate the requirements as per the demand.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

3.20.5 No additional payment will be made for Transportation of materials, Labor charges, event management fee etc.

3.21 Payment Terms:

No advance payment will be made in any case and TDS will be deducted as per rules.

Payment will be made in the following schedule:

Sl. No	Phase	Billable Fee
1	Successful Completion of the event and submission of invoices to Assistant Manager (Projects) of KIED	90% of total contract value
2	Submission of Photo and Video Documentations to KIED Office and Submission of Invoice	10% of Total Contract Value.

4. SELECTION PROCESS

4.1 Responsiveness of Bid.

The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the conditions mentioned below, but not limited to;

- a. It is not received within the time and date specified.
- b. It does not include sufficient information for evaluation and
- c. It is not in the formats specified or incomplete in any respect.
- d. It is not satisfying prequalification criteria.
- e. Conditional bids will be rejected.

4.2 Evaluation.

4.2.1 A two-stage evaluation procedure will be adopted for evaluating the proposals for the selection of the event management Partner. The financial bids shall be opened only after completing the evaluation of the technical proposal. KIED will follow the **Least Cost Selection (LCS) process**. Only one bidder will be selected.

4.2.2 The Evaluation shall be strictly based on the information and supporting documents provided by the applicants in the tender. It is the responsibility of applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria.

4.2.3 KIED’s evaluation committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Scope of Work, Terms, and Conditions, applying the evaluation criteria and sub-criteria along with the compliance to the technical specifications of the items. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender. After the evaluation is completed, KIED shall notify in the website <http://www.kied.info> those agency that have been technically qualified. The Financial Proposals shall be opened by the CEO, KIED or his authorized representative. These Financial Proposals shall be then opened, and the prices recorded.

4.2.4 Initially the bidder's responses will be reviewed for compliance with the terms and conditions mentioned across different sections of this RFP document. The bidders who fail to comply with any of the terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those bidders who have qualified the terms and conditions and prequalification criteria, the technical evaluation will be conducted

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

followed by the price-bid evaluation. The bidders who qualify for the minimum technical requirement will be considered for the price-bid evaluation. The price proposals will remain sealed until the technical evaluation is complete.

- 4.2.5 The bidder is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, including taxes, specified in the Financial Proposal shall be considered as the offered price. The Bidder shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, GST and other taxes etc. The prices shall be FIRM throughout the period of contract. No component of cost / tax shall be paid by the KIED unless the same is included specifically in the Bid. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted. The Bidder shall quote rate only in Indian Rupees. The Financial bids of the technically qualified bidder will only be opened.
- 4.2.6 The financial bids are to be uploaded in the Financial Proposal form.
- 4.2.7 It is cautioned that any bidder which discloses its rates in the technical bid will be summarily rejected.

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

5. BID FORMS

Appendix I (Part A): Cover Letter

(To be submitted in letterhead of the applicant)

<Location, Date>

To,
**The Chief Executive Officer and Executive Director,
KIED, Rockwell Road, HMT Colony PO,
Kalamassery, Kochi, Kerala 683503**

Sub: Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Dear Sir,

We, the undersigned, offer to undertake the responsibility for the Event management activities of the inaugural function of Enterprise Development Centre of KIED, located at Angamaly, Kerala, with your Request for Proposal<Insert Tender ID>..... dated<insert date>..... and our Proposal.

We are hereby submitting our Proposal, which includes this Technical proposal and a separate financial proposal.

We hereby declare that all the information and statements made in this Technical 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 the RFP document. We would hold the terms of our proposal valid for not less than 120 days from the date of bid opening, as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely

Authorized Signature (in full & initials)

Name & Title of Signatory:

Address:

Appendix I (Part B): Details of Applicant

i. Particulars of applicant:

- a. Name:
- b. Constitution:
- c. Year and Country of incorporation:
- d. Address of the corporate headquarters and its branch office(s):
- e. Date of establishment/registration/incorporation and/ or commencement of business:

ii. Details of individual(s) who will be the authorized signatory:

- a. Name:
- b. Designation and Address:
- c. Telephone Number:
- d. E-Mail Address:
- e. Fax number

iii. Details of individual(s) who will serve as the point of contact/ communication for KIED:

- a. Name:
- b. Designation and Address:
- c. Telephone Number:
- d. E-Mail Address:
- e. Fax number

Note: The applicant shall be required to attach Copy of its registration/incorporation documents in support of its constitution.

Signature of authorized signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Appendix II: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Bidder]

Dear Sir,

I/We, the undersigned, offer to undertake the Event Management Activities for the inaugural function of EDC of KIED located at Angamaly, Kerala for KIED in accordance with your tender document [Insert Date] and our Technical Proposal.

My/Our attached Financial Proposal is for the amount of Rupees and the per piece price of each item as in the below format{Insert amount(s) in words and figures}.....,

SL.NO	PARTICULARS	Specification	QTY (Nos)	Unit Rate (Excluding Taxes in INR)	Total Rate (Excluding taxes in INR)	Tax %	Tax Amount (in INR)	Amount (Including Taxes in INR)
A. Branding								
Main Gate Box Arch								
1	Top	26 ft	1					
2	Legs	12 ft	2					
Building Entrance Box Arch								
3	Top	10 ft	1					
4	Legs	8 ft	2					
5	Backdrop Branding	20 X 8 ft	1					
6	Front table branding	16 X 3 ft	1					
7	Podium + Branding		1					
8	Roll up standees		12					
B. Light & Sound								
1	Sound system	3000W						

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

2	Cordless mikes		2					
3	Podium Mikes		2					
4	LED parcans		8					
5	General Hall lighting		6					
6	Pedestral Fan		2					
7	Generator with fuel & cabling for the event		1					
C. Documentation								
1	Video with live streaming –Facebook and Youtube		1					
2	Photography (1 Camera)		1					
3	Videography of the entire programme (1 Camera) with 3 minute video on the event highlights.		1					
4	LCD TV		3					
D. Design & print								
1	Invitation card Design & print	A5	50					
2	Brochure Design & print	A4	100					
E. Food & Beverages								
1	Tea & Snacks	Tea and Cutlet	100					
2	water bottles		10					
3	Water dispenser		5					
F. Miscellaneous								

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

1	Ribbon cutting arrangements		1					
2	Nilavilakku With accessories		1					
3	Working lunch (Chicken biriyani)		80					
4	Working Lunch (Veg biriyani)		20					
5	Plastic chair with cover		80					
6	Table Top Flower vase		1					
7	VIP wooden chairs		6					
8	Official Badges		15					
Total Amount								
Total Amount in Words*								

*The amounts in words will be considered if any mismatch in values.

My/Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Tender.

This bid should be “firm and irrevocable offer “and should be valid 120 days from date of opening of the bid.

I/We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

In the capacity of: _

Address:

Office seal

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Appendix III: Undertaking by the Bidder
(to be Submitted in firm's Letterhead)

<Location, Date>

To,
The Chief Executive Officer and Executive Director,
KIED, Rockwell Road, HMT Colony PO,
Kalamassery, Kochi, Kerala 683503

Sub: Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Dear Sir/Madam,

We, the undersigned, offer to undertake that we have read the **Request for Proposal** for Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED and have understood the scope of service. We also assure that we accept the terms and conditions of the RFP and the proposed solution and the response do not contain any deviation from the RFP terms.

We also undertake that there is no conflict of interest as specified in Clause 2.4 of Tender document.

We understand that if found conditional or deviating from any of the RFP terms, our proposal is liable to be rejected without any further clarifications.

Yours sincerely,

Signature of authorized signatory:
Name and Title of Signatory:
Name of Firm:
Address:

Appendix IV: Non Blacklisting

(On company letter-head)

To

**The Chief Executive Officer and Executive Director,
KIED, Rockwell Road, HMT Colony PO,
Kalamassery, Kochi, Kerala 683503**

Sir/Madam,

In response to the RFP with Tender ID<Insert Tender ID>..... dated<Insert Date>..... for<Tender Title>..... I/We hereby declare that our company <name of the firm/company> is having an unblemished record and is not declared ineligible or not blacklisted for corrupt and fraudulent practices, either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body on the date of submission of this EoI.

It is to undertake that “No Litigation/Litigation Enquiry is pending for our firm<name of the firm/company>..... in any court of law” with regard to any of our past works/services.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, the Earnest Money Deposit submitted may be forfeited in full and the application, if any, to the extent accepted may be cancelled.

Thanking You

Name of the Applicant Authorized Signatory

Seal of the Organization

Appendix V

Technical Compliance Submission

Sl No	Documents	Technical Compliance
1	Certificate of Registration / Incorporation	Submitted/Not submitted
2	GST Registration	GST Registration Number:
3	PAN Card	PAN Number:
4	Contract Copy or Work Order of single work of value 10 Lakhs during the period 2 years before the date of this tender.	Submitted/Not submitted
5	<i>Appendix I (Part A): Cover Letter</i>	Submitted/Not submitted
6	<i>Appendix I (Part B): Details of Applicant</i>	Submitted/Not submitted
7	<i>Appendix IV: Undertaking by the Bidder</i>	Submitted/Not submitted
8	<i>Appendix V: Non-Blacklisting Certificate</i>	Submitted/Not submitted

Thanking You

Name of the Applicant Authorized Signatory

Seal of the Organization

6. COMPLIANCE CHECKLIST FOR BIDDERS

Sl No	Documents	Page Number	
		From	To
Document to be enclosed with technical cover			
1	Certificate of Registration / Incorporation		
2	GST Registration		
3	PAN Card		
4	Contract Copy or Work Order of single work of value 10 Lakhs during the period 2 years before the date of this tender.		
Templates			
5	<i>Appendix I (Part A): Cover Letter</i>		
6	<i>Appendix I (Part B): Details of Applicant</i>		
7	<i>Appendix III: Undertaking by the Bidder</i>		
8	<i>Appendix IV: Non-Blacklisting Certificate</i>		
9	<i>Appendix V: Technical Compliance Submission</i>		
Document to be enclosed with Financial cover			
1	Appendix II: Financial Proposal Submission Form		

ANNEXURE A

DRAFT AGREEMENT

This Agreement is entered into on this day of, by and between:

Kerala Institute for Entrepreneurship Development (KIED), Government of Kerala represented by....., having its office at **Rockwell Road, HMT Colony, PO, Kalamassery, Kochi, Kerala 683503** (hereinafter called as “KIED”) which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the **FIRST PARTY**.

AND

<**Name of Party**>, represented by, having its office at and which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **SECOND PARTY**;

KIED and <**Name of Party**> are hereinafter referred to singly as “**Party**” and jointly as “**Parties**”.

WHEREAS, the First Party is established as an autonomous body of the Government of Kerala, aimed to promote the spirit and culture of entrepreneurship among the youth of Kerala by giving them orientation in Human Resources Development and training in skill development and leadership

AND WHEREAS the First Party is in requirement of a firm for the event management activities of the inauguration activities of the Enterprise Development Centre of KIED located at Inkel tower Angamaly. A Tender was published vide No:

AND WHEREAS, Second Party has agreed to provide the service vide **Letter No:** **dated**

AND WHEREAS, The Parties hereto are desirous of recording the terms of their agreement into this Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. SCOPE OF THE AGREEMENT

The scope of event management activity to be undertaken by M/s.....<selected Bidder>..... is as follows,

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

1.1 Delivery Period: The delivery timelines will be communicated by KIED from time to time on specific services as email communications.

1.2 Shall provide plan of action to conduct the events/activities, on request of KIED.

1.3 Shall undertake the assigned works as per below table as per the desired quantity, quality and agreed rates within specified timeline.

SL.N O	PARTICULARS	Specification	QTY (Nos)	Unit Rate (Excluding Taxes in INR)	Total Rate (Excluding taxes in INR)	Tax %	Tax Amount (in INR)	Amount (Including Taxes in INR)
A. Branding								
Main Gate Box Arch								
1	Top	26 ft	1					
2	Legs	12 ft	2					
Building Entrance Box Arch								
3	Top	10 ft	1					
4	Legs	8 ft	2					
5	Backdrop Branding	20 X 8 ft	1					
6	Front table branding	16 X 3 ft	1					
7	Podium + Branding		1					
8	Roll up standees		12					
B. Light & Sound								
1	Sound system	3000W						
2	Cordless mikes		2					
3	Podium Mikes		2					
4	LED parcans		8					
5	General Hall lighting		6					
6	Pedestral Fan		2					

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

7	Generator with fuel & cabling for the event		1					
C. Documentation								
1	Video with live streaming –Facebook and Youtube		1					
2	Photography (1 Camera)		1					
3	Videography of the entire programme (1 Camera) with 3 minute video on the event highlights.		1					
4	LCD TV		3					
D. Design & print								
1	Invitation card Design & print	A5	50					
2	Brochure Design & print	A4	100					
E. Food & Beverages								
1	Tea & Snacks	Tea and Cutlet	100					
2	water bottles		10					
3	Water dispenser		5					
F. Miscellaneous								
1	Ribbon cutting arrangements		1					
2	Nilavilakku With accessories		1					
3	Working lunch (Chicken biriyani)		80					

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

4	Working Lunch (Veg biriyani)		20					
5	Plastic chair with cover		80					
6	Table Top Flower vase		1					
7	VIP wooden chairs		6					
8	Official badges		15					
Total Amount								
Total Amount in Words								

1.4 All creatives will be considered for payment only on approval of the content by KIED officials.

1.5 M/s..... should facilitate KIED with materials/activities for the inaugural function which are not listed in the above scope. Such works shall be undertaken on an official approval form KIED. The payment in due regard will be processed as a separate invoice.

1.6 M/s..... shall submit the actual invoice as per the approved rates after the successful conduct of the event/activity.

1.7

1.8

2. TERMS AND CONDITIONS

2.1 The service shall be commenced on intimation on award of Work by the First Party.

2.2 All the clauses mentioned in the RFP document (Tender ID:) and the Work Order and any connected written communications shall be binding on the Parties.

2.3 The payment based on agreed rates which included all taxes and other statutory charges shall be made by the First Party as per the schedule below.

2.3.1 Table 2

Sl. No	Phase	Billable Fee
1	Successful Completion of the event and submission of invoices to Assistant Manager (Projects) of KIED	90% of total contract value
2	Submission of Photo and Video Documentations to KIED Office and Submission of Invoice	10% of Total Contract Value.

2.5 Performance Security Deposit: The Second Party shall remit 3% of the total value of work order (rounded to the nearest rupee) as Performance Security Deposit, in terms of Bank Guarantee having validity for a period of 60 days beyond the date of completion of all contractual obligations of the selected firm. The Performance Security Deposit shall be refunded to the Second Party 6 months after completion of the contract period after deducting penalties if any.

3. PROJECT COORDINATOR

Project Coordinator: Both Parties shall nominate a Project Coordinator each, as a single point of contact, on behalf of the Parties to coordinate the project.

4. VALIDITY AND RENEWAL

This Agreement shall come into effect from the date of signing of this agreement and shall continue till the contractual obligations are met by the parties. The same may be renewed by the Parties through signed written instrument on mutual agreement of parties.

5. TERMINATION

5.1 The Agreement shall be terminated immediately by mutual consent of the Parties; or by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement after receiving a written notice of such material breach, at the risk and cost of the defaulting party.

5.2 The clauses of this Agreement, which by nature are intended to survive termination of this Agreement and shall remain in effect after such termination.

5.3 KIED without prejudice to any other remedy, reserves the right to terminate the Contract in whole or in part and also to blacklist the party for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition of the contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Second Party or by its staff.

6. AMENDMENT AND WAIVER

No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

7. MATTERS NOT PROVIDED IN

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

8. SETTLEMENT OF DISPUTE AND JURISDICTION

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Ernakulam and mode of Arbitration shall be online through video conference. The language for Arbitration shall be English. . The decisions of the arbitrator shall be final and binding The provisions of this clause shall survive the termination of this Agreement.

This Agreement and any matter relating to this Agreement shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Ernakulam.

9. FORCE MAJEURE

If the performance of any obligations by any Party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove , the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non- performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article “Force Majeure” means and includes fire, explosion, cyclone, floods, earth quake, war, revolution, blockage, embargo, any law, order, pandemic, DDs or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

10. NO PARTNERSHIP

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

11. ASSIGNMENT

Neither Party shall assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of the other Party.

12. CONFIDENTIALITY

12.1 Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information (written or oral) shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any third party under any circumstances whatsoever, (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

- 12.1.1. is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or
- 12.1.2. which the receiving party already had in its possession before the date of signing of this Agreement, as evidenced by documents; or
- 12.1.3. which the receiving party acquires from a third party who is authorised to disclose it; or
- 12.1.4. which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party, as evidenced by documents; or
- 12.1.5. is disclosed in pursuant to any requirement of law including RTI Act.

12.2. In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further

12.3. The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

13. SERVABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

14. INDEMNIFICATION

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

The Parties hereby undertakes to indemnify and keep the other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which it may suffer or incur arising from:

- (i) Any breach of its respective representations, covenants, undertakings, or obligations under this Agreement; or
- (ii) Non-fulfilment of or failure to perform any covenant, obligation, Agreement or undertaking contained in this Agreement.

15. REPRESENTATION

Neither Party shall represent the other Party in any manner. This Agreement does not give any authority to either Party to represent or exercise opinion or decision, on behalf of the other Party unless a written consent is received.

16. HEADINGS

The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

17. NOTICES

Any notice or notification required to be given under the provisions of this Agreement must be given in writing in the address given below, and can be duly served on the other party by registered post, speed post or email.

KIED:

Attention: Chief Executive Officer and Executive Officer, KIED

Phone:

Email ID:

<Name of Party>

Attention:,

Address:

Phone:

Email ID:

IN WITNESS WHEREOF both the Parties thereunto have set their hands on through their duly authorized representatives signed this Agreement as on.....

Selection of Event Management Partner for the Inaugural function of Enterprise Development Centre, KIED

For **KIED**

For <**Name of Party**>

Signed by

Signed by

Chief Executive Officer

.....

Witnesses:

1.

1.

2.

2.