

AGREEMENT

This Agreement is executed in Port Louis on the _____ of 2018 between the President of India, acting through the Head of Chancery, High Commission of India at Port Louis (hereinafter referred to as the 'HCI' which expression shall include designated officers of the High Commission 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 Manager' which expression shall include its executers, administrators, representatives, assigns and successors).

Whereas the HCI has agreed to engage the Event Manager for World Hindi Conference (herein after referred as Conference) scheduled to be held from 18-20 August 2018 at Port Louis, Mauritius (main event at Swami Vivekananda International Convention Centre) as the executing agency for the works assigned by the HCI for the Conference 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 Manager undertakes to set up and provide the services, details of which, in general, are described along with objects as under.
- 1.2 The Conference will involve several works out of which the Event Manager shall provide the services, personnel, equipment etc. on terms and conditions given in Annexures I & II which shall form integral part of the Agreement.

2. COST OF THE PROJECT

- 2.1 The Event Manager has agreed to carry out the work as per the scope of work (annexed) at a total cost of INR....
 - (i) All type of taxes will be paid by the HCI subject to the condition given in Para 6.2b.

(ii) Freight, insurance charges, transport of its personnel shall be the responsibility of the Event Manager.

2.2 (i) The Event Manager agrees to organise to supply personnel, equipment and other services as directed by the HCI through its designated officers.

(ii) Installation, commissioning and trial run shall be undertaken by the Event Manager to the full satisfaction of the HCI.

2.3 Access to premises/venue will be provided by the HCI to the Event Manager. Access to the airport, hotels for installing equipment, counters, booths for facilitation by the Event Manager.

3. SUPPLY OF EQUIPMENT

3.1 The Event Manager will arrange its transport and commissioning as directed by the HCI. In the event of HCI 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 Manager should anticipate all materials, machinery; equipment needed for the organization of the Conference and shall bring it to the notice of the HCI well in advance. The HCI shall consider the advice and work out a schedule of its supply or otherwise. The Event Manager shall not express its inability to supply any equipment required for the success of the Conference.

3.2 The jobs involving printing and signage will be as per standards and directions of the HCI. Graphics and design work will be the responsibility of the Event manager.

3.3 The Firm/Company/Corporation shall appoint coordinators for airport facilitation, printing, signage, arrangements at the venue as agreed mutually between the Summit Secretariat and the Firm/Company/Corporation. The Firm/Company/Corporation' representative shall be available whenever summoned by designated officer of the Conference Secretariat.

4 PERSONNEL

The Event Manager shall provide the personnel as given in Annexure – I. 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 Manager on the directions of the Ministry immediately without hesitation/reconsideration.

5 INSTALLATION AND COMMISSIONING

The Event Manager shall depute technicians for the installation of equipment for trial-run. Similarly technician shall be available for any repairs, faults and technical assistance during the Conference.

6 TERMS OF PAYMENT FOR SUPPLIES AND LIQUIDATED DAMAGES

6.1 The payment will be made to Event Manager as per the following schedule:-

(a) Advance payment of 30% of the estimated cost, 15 days before the commencement of Conference against submission of Bank Guarantee of equal amount from any commercial bank.

(b) Payment of actual expenditure on submission of actual bills after the completion of the event by the Event Manager after adjusting 30% Advance Payment and obtaining certification from the Division holding the event/conference.
(Payment of sales tax, service tax, VAT, shall be reimbursed to Event Manager on submission of proof of payment and submission of Sales Tax/Service Tax/ VAT Number).

6.2 Payment of event Management Fee shall be calculated on the basis of cost of different services provided by the Event Manager and shall exclude the following elements:-

- (i) All bought out items from Government or private agencies;
- (ii) Sales Tax/ Service Tax/ VAT etc.

6.3 Liquidated damages: In the event of delay in providing services, the liquidated damages shall be charged and paid at the rate of 1% per day of the total estimated cost subject to maximum of 5%. These charges will be applicable except for circumstances, which are beyond the control of the Event Manager.

6.4 Force Majeure condition will be applicable to this Agreement. These include earthquake, flood, fire and unforeseen calamities.

6.5 In case the Conference is cancelled or postponed due to any reason, no claims shall be made by the Event Manager on the HCI, except on specific items delivered to the HCI, on its written directions.

7 INSTALLATION

The High Commission of India at Mauritius shall undertake inspection of the equipment and services to be provided by the Event Manager. The result of this inspection by the Ministry shall be final and binding on the Event Manager.

8 PERFORMANCE GUARANTEE

The Event Manager will issue a Performance Guarantee (PG) of Rs. 5,00000/- (Rupees five lakhs only) in the form of Bank Guarantee from any commercial bank at the time of signing of this Agreement, to the Ministry which shall remain valid up to 30 days beyond the date of completion of the Agreement.

In the event that the performance of the Event Manager is found too unsatisfactory, the Ministry reserves the right to cancel the appointment of Event Manager for the subsequent Summits/Conferences and/or encash the Performance Guarantee of the Event Manager in its favour. No claims will be made by the Event Manager on the Ministry in that case.

9 ARBITRATION

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

- The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.
- The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.
- The number of arbitrator(s) shall be **1**.
- The language of the arbitration proceedings shall be **English**.
- The place of arbitration proceedings shall be **New Delhi/Port Louis**.
- The cost of arbitration shall be borne by the parties equally.

10 GOVERNING LAW

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

11 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
High Commission of India**

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

| | |
|--|--|
| Name : Designation | Name: Designation: |
|--|--|

Witness

PERSONNEL

The terms and conditions governing the employment of personnel shall be as follows:

- (i) The personnel shall work during normal working hours (9.00 a.m.-5.30 p.m.). However, the working hours shall vary (limited to 8 hours) according to contingency. The personnel shall be given a meal break of half an hour which shall not be counted in the shift of eight working hours.
- (ii) All personnel are expected to be smartly dressed with good footwear, English speaking (except unskilled) and experience in Conference work.
- (iii) A shift roster shall be maintained by the Coordinator of the company to record the attendance of all personnel, which shall be duly countersigned by the designated member of the Summit Secretariat (for all personnel at the Conference venue) and by designated MEA officers at the hotels/airport.
- (iv) Overtime allowance beyond the normal working hours (8 hours) per day shall be paid to the personnel at the rate of 100% of the hourly rate on a pro rate basis, subject to certification by the Summit Secretariat regarding the overtime performed.
- (v) If the duration of the detention period beyond the normal working hours is less than sixty minutes, no overtime shall be admissible.
- (vi) Employees with working experience during earlier conferences are preferable.
- (vii) The firm/company/corporation will replace any employee immediately in case of any complaint regarding his/her competence or conduct is received by the Summit Secretariat.
- (viii) The authority for final selection of all personnel shall be the Summit Secretariat of the Ministry of External Affairs.
- (ix) A List of personnel (indicative) required for Summits/Conferences is given below:

EQUIPMENTS

The equipment shall be supplied on the following terms and conditions:

- (i) The equipment shall be installed at the venue/site one day prior to the actual requirement. However, charges would be for actual days of requirement. The equipments will be fully tested and made functional. The company should arrange to have a team of technicians available at all times to attend to defective equipment.
- (ii) In case any equipment is defective, either prior to or during the Conference, steps shall be taken to repair the defect or to supply alternate equipment immediately.
- (iii) No payment shall be made for equipments which cannot be utilized due to defects.
- (iv) The transportations, installation, testing and removal of the equipment would be the responsibility of the firm/company/corporation.
- (v) Provision for extension boards, UPSs and other accessories shall be made by the firm/company/corporation.