

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687704026513

Contract Generated Date | अनुबंध तिथि: 29-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3898261](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central Government	Designation   पद: DD Procurement
Ministry   मंत्रालय: Ministry of Health and Family Welfare	Contact No.   संपर्क नंबर: 0172-2626721-
Department   विभाग: Department of Health and Family Welfare	Email ID   ईमेल आईडी: procurement.psacs@punjab.gov.in
Organisation Name   संगठन का नाम: N/A	GSTIN   जीएसटीआईएन: 04AAAJP0147M1DG
Office Zone   कार्यालय क्षेत्र: Chandigarh	Punjab State AIDS Control Society (PSACS) Prayaas Building,
	Address   पता: 4th Floor, Sector-38 B, Chandigarh.,
	CHANDIGARH, CHANDIGARH-160038, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No	Role: PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: PD	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: PD	Designation   पद: Assistant Director Finance
	Email ID   ईमेल आईडी: psacsfinanceunit@punjab.gov.in
	GSTIN   जीएसटीआईएन: -
	Address   पता: Punjab State AIDS Control Society (PSACS) Prayaas Building,
	4th Floor, Sector-38 B, Chandigarh.,
	CHANDIGARH, CHANDIGARH-160038, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क: - Email ID   ईमेल आईडी: store.psacs.chd@punjab.gov.in GSTIN   जीएसटीआईएन: - Address   पता: Punjab State AIDS Control Society (PSACS) Prayaas Building, 4th Floor, Sector-38 B, Chandigarh., CHANDIGARH, CHANDIGARH-160038, India	Event or Seminar or Workshop or Exhibition or Expo Management Service - National; Convention; Participation arrangements, Conceptualization and Planning, Coordination and Staffing, IT related work, Marketing and Promotion, Venue Development; Third-pa..

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 8212200001074209	Company Name   कंपनी का नाम: In Out Events & Holidays
Contact No.   संपर्क नंबर: 09876644223	Email ID   ईमेल आईडी: aman.warlords@gmail.com
Address   पता: S.No 17-18, Chandigarh Ambala Highway, Near Bus Stand, Opposite Ranjan Plaza, Zirakpur, Mohali, PUNJAB-140603, -	MSME verified   एमएसएमई सत्यापित: No
MSME Registration number   एमएसएमई पंजीकरण संख्या: -	GSTIN   जीएसटीआईएन: 03AAEFI9516P1Z0

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Service Details   सेवा विवरण	
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम): 06-Oct-2023	Service End Date   सेवा समाप्ति तिथि: 01-Feb-2024

Category Name   श्रेणी नाम: Event or Seminar or Workshop or Exhibition or Expo Management Service	
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Billing Cycle   बिलिंग चक्र: monthly		
Description   विवरण	Number of event to be organized	Lumpsum cost for an event as per specification
Location of event   National	2	1114168
District   NA		
pincode   NA		
Nature of events   Convention		
Category of work required   Participation arrangements, Conceptualization and Planning, Coordination and Staffing, IT related work, Marketing and Promotion, Venue Development		
Event premises   Third-party premise		
Duration of event   Half day		
Coverage of the		

event	Photography, Videography, Report Writing, Webcasting Open for all	
Boarding	Lunch, Separate space for lunch/dinner of the Chief Guest/ Resource Persons, Water Bottles, One High Tea	
Inclusion for the event	Backdrop Standees, Flower Decoration, Internet Facility, Mike and Sound Setup, Printer, Welcome Lamp, Stage, Certificates, Laptop, Projector	
Seating arrangement	Cluster/Banquet Seating	
<b>Total Amount (Formula)   कुल राशि (रु०) :</b> (Number of event to be organized*Lumpsum cost for an event as per specification)		
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		2228336
Total Addon Value   कुल एडऑन मूल्य (INR)		0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)		2228336
<b>Additional Details   अतिरिक्त जानकारी</b>		
• Estimated/ Indicative number of participants in the event : 500		
<b>Amount of Contract   अनुबंध की राशि</b>		
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)		2228336
<b>Price Break up offered   मूल्य विभाजन की पेशकश की : <a href="#">Price Break up offered Document link</a>   <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a></b>		
<b>SLA Details   एसएलए विवरण</b>		
<p><b>1. Preamble</b></p> <p>A. All the Event Management Service contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services.  II. Service STC contained in this document.  III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC supersedes GTC, in case of any conflicting provisions.</p> <p>C. This document represents a Special Terms and Conditions ("STC") the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the</p> <p><b>2. Objectives and Goal</b></p> <p>The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <p><input type="checkbox"/> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties  <input type="checkbox"/> Present a clear, concise and measurable description of services offered to the buyer  <input type="checkbox"/> Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified  <input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>The document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p><b>3. Stakeholders</b></p> <p>The main stakeholders associated with this agreement are:</p> <p>a. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p>b. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller/supplier/ bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p><b>4. Service Scope</b></p> <p>4.1 Introduction –  Event management is the process of using business management and organizational skills to envision, plan and execute social and business events. Various phases of event management include initiation, planning, implementation, the event, and closure.</p> <p>4.2 Scope of Work –  I. Event management service covers a wide range of activities/specifications with varying requirements under conceptualizing and planning, venue development, hospitality, marketing and promotion etc.  II. Provision to upload scope of work will be provided to the buyer in order to detail out specifications required for the event.</p> <p><b>5. Service Provider's Obligations</b></p> <ol style="list-style-type: none"> <li>Service Provider shall be responsible for planning and execution of the services as expected and agreed to meet the requirements.</li> <li>It shall be the responsibility of the Service Provider(s) to arrange for manpower, material and necessary expertise for executing the work</li> <li>The Service Provider would provide the deliverables in the committed time frames.</li> <li>The Service Provider(s) shall be responsible to hand over the site thoroughly neat and clean to the land-owning agency by the last evening/end of the event.</li> <li>Removal of garbage from the site and its disposal shall be the responsibility of the Service Provider.</li> <li>In case of an onground event, the Service Provider shall be required to tie up with the Buyer Organisation, Local Police, Traffic Police etc, if required so that the work is executed smoothly. All the permission/Licenses along with the expenditure involved in getting these Permissions/Licenses from Fire Service, Excise Department, ET, FSSAI, Taxation department, Labour Department, Licensing Branch, Police, Traffic Police, Health Department etc. shall be the responsibility of the Service Provider.</li> <li>The Service Provider shall ensure that if required for the event, all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failure of which shall attract the appropriate penalties and shall be recovered from the Service Provider. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand</li> <li>In case of an on ground event, it shall be the responsibility of the selected Service Provider to arrange for sufficient number of dustbins, fire extinguishers, chairs, tables, canopies, public address system and sound system for cultural items during the event, control rooms with adequate support staff, supervisors, waterproofing of stalls, arrangement to close the stall from front side, round the clock fool proof security with required gadgets, cleanliness, etc.</li> <li>The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws for the time being in force, either by the Service Provider or its</li> </ol>		

employees. The Service Provider as well as its employees shall comply with the relevant rules and regulations applicable and as may be enforced and complied from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all applicable laws/acts/rules shall only rest with the Service Provider.

10. The service provider must take approvals from buyer in case of any change in event specifications.

11. The selected Service Provider shall also arrange for Fire Tenders and Ambulance with Doctor/Nursing Staff to be stationed at the venue during the course of the event.

12. All the electrical cables and wires shall be properly insulated. There shall not be any loose wires. Genset installation for the event would be the responsibility of the selected Service Provider with the required permission.

13. All electrical installations shall be in accordance with the provision of the Regulations for Licensing and Controlling Places of Public Amusement (other than Cinemas) and the performances of Public Amusement, 1980 and other relevant and applicable laws.

#### 6. Buyer's Obligations

1. The Buyer shall facilitate the selected Service Provider in getting permissions/Licenses if needed.
2. If the event is being held at the buyer's location, the buyer must ensure that the site is handed over to the service provider well ahead of time.
3. The Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of the same.
4. The Buyer shall undertake monitoring of the project and coordinate with the service provider for the completion of the project.
5. The Buyer shall have the right to call for information, sketches, designs etc. and/or any other detail if necessary, to enable them to understand the project progress and the service provider shall supply all the needed information at the request of the buyer

#### 2. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

#### 7. Other Terms and Conditions

1. The timeliness & schedules for each delivery or completion of service shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond Service Provider's control and is not as per specification agreed to or if the time schedule is not adhered to and the said service is delayed during delivery inter alia, the Buyer shall have all the rights to exercise and invoke relevant penalty regarding Termination on account of Default.

2. The Service provider will submit weekly/fortnightly/monthly as specified by buyer progress report of the work carried out in the Project/ Assignment

3. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.

4. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer. However, the Services of the Service Provider should not be impacted due to such change.

5. In case of using sub-contractors, the service provider shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.

6. The service provider should be able to execute order at short notices and if required even on holidays.

7. The Buyer shall not be held responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.

#### 8. Payment Terms

i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.

ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting penalty amount, if any.

#### 9. Formula Used -

9.1 Total -

Total Price = A\*B

Where,

A = Price Quoted by the service provider (to be quoted by the service provider) for each type of event

B = Number of type of events for which event management service is required (to be quoted by the buyer). This should be kept 1 for a single type of event for which buyer will quote.

#### 10. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement.

(ii) Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in carrying out event as Per Schedule e.g. delay of an event by few hours or arrangements for the event not done for the day/time decided by the buyer	Buyer can use the clause of Failure to Deliver Service and forfeit PBG for such cases (buyer can check 24 Hours prior to the Scheduled Event)
2	Non-delivery of any milestone/deliverable as per scope of work. e.g. - non-delivery of the seating arrangement as per the requirement of the buyer	1 <sup>st</sup> instance - 0.05% of the contract value 2 <sup>nd</sup> instance - 0.1% of contract 3 <sup>rd</sup> instance - 0.2% of contract
3	Non deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower or every day of the event/duration of event
4	If the employee of service provider is found responsible for disobedience/ misconduct or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	1 <sup>st</sup> instance - 0.05% of contract 2 <sup>nd</sup> instance - 0.1% of contract 3 <sup>rd</sup> instance - 0.2% of contract

Sr. No	Particulars	Financial Implications
5	If cumulative penalties reach 10% of the contract value	Termination of contract

## 11. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

1. During the course of the Project/ Assignment buyer shall have the right to depute its representative(s) to inspect the work at sites of the project and to see the relevant records at its own cost
2. Service provider should provide qualified and experienced personnel for the project if required by the buyer
3. The service provider shall ensure that all his employees posted at the buyer premises are adequately insured & covering each incidence for personal injury caused or arising out of the performance of the services.
4. Buyer shall hand over the sites of the event to the service provider, X days prior to the date of the events respectively for their preparation and management. Accordingly, the service provider shall be required to handover the site back to the buyer within X days of the completion of the event. In case of change of site of event, the service provider must be informed at least X days prior to the date of the event.

Any variation in line items specified by the buyer in BOQ (+/- X%) will be notified by the service provider prior event execution.

### Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-09-21 14:00:00
2. Extended Upto | तक बढ़ाया गया : 2023-09-22 10:00:00

Additional Data/Document(s) : Seller | अतिरिक्त डेटा/दस्तावेज़ : विक्रेता

1. Certificate (Requested in ATC) : [click here](#)

### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	NA
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	NA

## Terms and Conditions | नियम और शर्तें

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

### 2.3 Generic.

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### Description of event

1. 1. Tea/ Light Refreshment /water at 10 to 11 am for 500 participants with proper disbursing/seating arrangements ( i.e tables/chairs/ fans/ curtains/ etc.)
2. Lunch for VIP 50 and Lunch for 450 participants with arrangement as above.
3. 2. Auditorium/Hall for 500 participants.
4. 3. Stage arrangement:

- Welcome the chief Guest.
- Inauguration of the event.
- Hot air balloon for airing by the chief guest.
- Plasma stage.
- Stage back drop and led side Panels.
- Sofa with center table stage
- Banners/Standees as per need of the venue.
- (Five Big for displaying in Chowks)
- 4. Sound Systems/ P. A. with cordless mikes. Proper Public Address Systems (cordless mikes, speakers etc)
- 5. Flower decoration.
- Balloon Decoration.

- **Carpeting and flower pot wherever necessary.**
- 
- **6. Photography and videography for live coverage.**
- **7. A supply of Genset 64kva.**

Detail

**Agency to have all valid licenses.**

- **High Tea: Pakoras, Sandwiches, Biscuits and Basin Burfi. Water Bottles**
- **Lunch: Roti, Chawal, Mix Veg, Dal, Paneer, Raita, Salad, Ice Cream and Gulab Jamun and water bottles.**
- **Number of balloons: Bunch of 50 helium red Colour.**
- **Wooden Trophies 85. Final number will be informed after approval.**
- **Size: Wooden Trophies with 24x33 CM with pasted golden plate 21x26 with write up. Specimen will be provided.**

- **Certificates; Number 85, Size A- 4 Size, Mutliti-colour Designed. Specimen will be provided.**

**8ft.x4ft. Standees (Quantity 10)**  
**Roll up Standee 5ft.x2.5ft. (Quantity 15)**

**LED Wall 20ft.x10ft.**

**Backdrop 8ft.x8ft.**

**Table with branding 6ft.x3ft.**

**for registration counter 10ft.x2ft.**

**LED Side Panels 02 No .**

**Banquet Hall**

**In order to maintain the equality in rates the banquet hall should be minimum three-star rating. In case Stage Size not available then 32ft.X20ft. or 44ft.x20ft. with the sitting arrangement of VIP guests on 10 piece sofa and cushioned chairs 20 No.**

**Proper parking space.**

**Washroom facilities for separate ladies and gents.**

**Stage setup flower decoration 40% natural fresh flowers and 60% duplicate flowers.**

**Entrance gate made up of flex/ wooden frame 10x2ft pillars 2 No. and 10x2.5ft pillar 01 No. horizontal top**

**Sound:**

**06 Top 02 Base JBL/OHM**

**02 Cordless Mike, 01 Head Mike, 01 Collar Mike**

**02 Podium. 02 Podium Mike**

**Cameraman with live coverage**

**01 Still camera**

**01 Recording camera**

**Red carpeting from entrance to hall**

**Quantity required is tentative, it may increase or decrease so give the full break up of itemwise rates. The award of contract will be given to the L1 firm having lowest rates of the bunch. For example a firm A has quoted for all items and is L1 for three and L2 for four and firm B is L1 for four and L2 for three but the total cost of the event is quoted lowest by the firm A then the contract will be awarded to firm A.**

**The rates have to be quoted for all the items. Partial quoted rates are not acceptable.**

**As the function can be anywhere in Punjab, so destination/Venue of both events may be same or different**

**The Tentative dates of Functions are 1st week of October and 1st week of December.**

**Place of Event will be informed 7 days in advance to the firm.**

**Society may or may not organise the one or both events**

**NO subletting is allowed.**

**If any document found forged any stage, the contract will be cancelled straight way and EMD will be forfeited. EMD will also be forfeited in these cases:**

**A. When the bidder withdraws or modifies its bid after opening of bids;**

**B. Made misleading or false representations.**

**C. When the bidder does not execute the agreement, if any, after placement of Lol/Work Order within the specified time (VBDD to be held in first week of October at Ludhiana or Jalandhar and World AIDS Day to be organised in first week of December)**

**D. When the bidder fails to commence the services or execute work as per work order within the time specified.**

**E. When the bidder does not deposit the performance security deposit within specified period after the Lol/work order is placed; and**

**F. If the bidder breaches any provisions of code of integrity prescribed specified**

**and of these rules.**

**4. Successful bidder has to pay PBG @5% in favour of Project Director, Punjab state AIDS control Society.**

**2.5 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file.](#)

**2.6 Past Project Experience:**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**2.7 Buyer Added Bid Specific Scope Of Work(SOW):**

Text Clause(s)

**Description of event**

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- Welcome the chief Guest.**
- Inauguration of the event.**
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- Plasma stage.**
- Stage back drop with led side Pillars**
- Sofa with center table stage**
- Sound Systems/ P. A. with cordless mikes**
- Flower decoration.**
- Balloon Decoration.**
- Carpeting and flower pot wherever necessary.**
- Proper Public Address Systems ( cordless mikes, speakers etc)**
- Photography and videography for live coverage.**
- Banners/Standees as per need of the venue.**
- (Five Big for displaying in Chowks).**

**Detail**

- High Tea: Pakoras, Sandwiches, Biscuits and Basin Burfi. Water Bottles**
- Lunch: Roti, Chawal, Mix Veg, Dal, Paneer, Raita, Salad, Ice Cream and Gulab Jamun and water bottles.**
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**02 Cordless Mike, 01 Head Mike, 01 Collar Mike**

**02 Podium. 02 Podium Mike**

**Camerman with live coverage**

**01 Still camera**

**01 Recording camera  
Red carpeting from entrance to hall**

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।