



**DIRECTORATE OF TOURISM  
GOVERNMENT OF JHARKHAND**

**EMPANELMENT OF EVENT MANAGEMENT AGENCIES FOR  
ORGANISING JHARKHAND TOURISM'S FAIRS & FESTIVALS AT  
STATE AND NATIONAL LEVEL.**

**Ref. No. Tou/ Dir/Pub./01/2017 – 360**

**Dated : 07/03/ 2017**

**Directorate of Tourism**

Government of Jharkhand

MDI Bhawan, 2<sup>nd</sup> Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand

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1. TENDERSCHEDULE



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Ref. No. Tou/ Dir/Pub./01/2017 - 360

Ranchi/Dated : 07/03/2017

**EMPANELMENT OF EVENT MANAGEMENT AGENCIES FOR ORGANISING  
JHARKHAND TOURISM'S FAIRS & FESTIVALS AT STATE AND NATIONAL LEVEL.**

The Directorate of Tourism (DoT), Government of Jharkhand (GoJ) intends to empanel reputed Event Management Agencies for organising fairs & festivals for Jharkhand tourism at State Level and National Level, invites eligible agencies fulfilling the eligibility criteria to submit their applications for empanelment.

The Applicants are required to submit an Earnest Money Deposit (EMD) for the respective category as mentioned below, as per the terms of the Empanelment Document;

**Category A.** State level Fair & Festivals – EMD of Rs.10,000/- (Rs. Ten Thousand Only)

**Category B.** National level Fair & Festivals - EMD of Rs.50,000/- (Rs. Fifty Thousand Only)

Interested agencies may download the Empanelment Document from 18/04/2017 onwards from the Department of Tourism website:– [tourism.jharkhand.gov.in](http://tourism.jharkhand.gov.in) / [www.jharkhandtourism.in](http://www.jharkhandtourism.in) and submit their Applications. The Application Due Date is on 28/03/2017 at 1500 hours.

A pre-application conference will be held on 28/03/2017 by 1500 Hours at Directorate of Tourism, Government of Jharkhand, MDI Bhawan, 2<sup>nd</sup> Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand. All subsequent notifications, changes and amendments will be posted only on the website [www.jharkhandtourism.in](http://www.jharkhandtourism.in)

*DoT reserves the right to cancel this invitation and / or invite fresh Applications with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason.*

## 2. INSTRUCTIONS FOR SUBMISSION OF APPLICATION

### 2.1 Background

- 2.1.1 Directorate of Tourism (the "DoT" or the "Authority"), Government of Jharkhand (GoJ) is continuously endeavoring to promote the state by organizing and participating in various national and international trade fairs, festivals, exhibitions undertaking theme campaigns and the like. The State accommodates large number of fairs and festivals organized all through the year; these are a major attraction for the visiting tourists. The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects which makes the State an ultimate destination for tourists.
- 2.1.2 The tourism policy of the State aims at making Jharkhand as one of the most preferred destinations for National and International tourists and also strives to ensure accelerated development of tourism related infrastructure, increasing employment opportunities, augmenting resources of the State as also showcasing the rich cultural heritage and traditions of the State.

An **indicative list** of fairs, festivals, Melas and Mahotsavs proposed for hosting/ participation in the Financial Year 2016-17 and 2017-18 is provided in the table below:

#### Category A. Fair & Festivals at State Level

Sl No	Jharkhand State's fairs/festivals/mela/mahostav/art&craft event/cultural event	Sl No	Jharkhand State's fairs/festivals/mela/mahostav/art&craft event/cultural event
1.	Ranchi Festival, Ranchi	10.	Rajrappa Fair, Ramgarh
2.	Hijala Mela, Dumka	11.	Murma Mela, Mander
3.	Bhadrakali Mahostav, Itkhori	12.	Dimna Festival, Jamshepur
4.	Maghi Mela, Sahebganj	13.	Patratu Festival, Ramgarh
5.	Chau Mahostav, Seraikella-Kharsawan	14.	Chandil Festival, Saraikela
6.	Ramrekha Mahostav, Simdega	15.	Netarhat Fair, Latehar
7.	Kauloshwari Mahostav, Chatra	16.	Tilaiya Festival, Koderma
8.	Shravni Mela, Deoghar	17.	Maluti Festival, Dumka
9.	Maithon Mela, Dhanbad	18.	Hazaribagh Festival, Hazaribagh

#### Category A. Fair & Festivals at National Level:

Bidders shall be intimated at later date for Fair & Festivals that shall be organized by Jharkhand Tourism at National Level.

- 2.1.3 DoT now intends to empanel agencies (the "Empanelled Agencies") who would assist DoT in organizing fairs, festivals, Melas, Mahotsavs, Art & Craft event, Cultural event etc. for Jharkhand Tourism at State and National Level for an initial period of 2 (two) years (the "Service"), and same may be extended on yearly basis up to two additional years on the same or mutually agreed terms & conditions subjected to periodical review of their performance. The main objective is to showcase and provide comprehensive information on Jharkhand

state's rich culture, traditions, customs & tourism, also to create a strong brand identity and awareness of Jharkhand Tourism amongst the target audience.

- 2.1.4 Pursuant thereto, DoT invites for empanelment of the eligible Event Management agencies (the "**Applicant**") fulfilling the eligibility criteria as specified in this Empanelment document for the Services.
- 2.1.5 The Empanelment document shall be the basis for drawing up a list of Empanelled Agencies based on the Category of the event applied for and marks obtained by the Applicants after evaluation of Applicants' experience, credential etc. in terms of Section 4 of this Document.
- 2.1.6 The scope of services to be provided by the Empanelled Agencies shall include and not limited to the services provided at **Schedule A** and shall also be governed by the provisions of the contract to be entered into between the selected Empanelled Agency and the DoT (the "**Contract**") which sets forth the detailed terms and conditions for grant of the right to the selected Agency (the "**Right**").
- 2.1.7 DoT shall upon evaluation of the submissions made by the interested Agencies and after considering all relevant factors, finalize and constitute an Empanelment of up to 15 (fifteen) Agencies for participation in the next stage. However, reserves the right to increase the number of Empanelled Agencies by adding additional Agencies through a further process of empanelment.

The Agencies empanelled in accordance with this document for organizing fair and festivals at State or National Level (with in Jharkhand State or for within India) the respectively will be subsequently invited to submit their quotation to undertake and perform the Services set forth in **Schedule A** with respect to each of the fairs, festivals, Melas, Mahotsavs, Art & Craft event, Cultural event etc. proposed in Jharkhand State or participation in any state with in India.

The Applicants shall furnish an Earnest Money Deposit for the respective category as per the terms of the Empanelment Document;

**Category A.** Fair & Festivals at State Level– EMD of Rs.10,000/- (Rs. Ten Thousand Only)

**Category B.** Fair & Festivals at National Level - EMD of Rs.50,000/- (Rs. Fifty Thousand Only)

(the "**Earnest Money Deposit**" or "**EMD**") in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of "The Director, Directorate of Tourism, Jharkhand" payable at "Ranchi" along with bid documents. DoT shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

The EMD amount shall remain valid for a period of 120 (One Hundred and Twenty) days from the Application Due Date, or beyond any period of extension subsequently as determined by DoT from time to time. The Application shall be summarily rejected if it is not accompanied by the EMD.

The EMD shall be returned to the unsuccessful Applicants within a period of 90 (Ninety) days from the date of empanelment of the successful Agencies. The EMD /Security Deposit shall be forfeited, if the Applicant:

- i. furnishes any information or document which is misleading or untrue in any material respect;
- ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and
- iii. if the Empaneled Agency fails to provide the Performance Security and execute the Contract for each festivals/fairs/melas /mahostavs / art & craft event/cultural event etc. with DoT within the stipulated time or any extension thereof provided by DoT.

## **2.2 Submission of Applications**

The Applicant shall submit their Applications only either for organizing fair & festivals at **State Level or National Level.**

Application(s) shall be rejected if found to be submitted for organising fair and festivals at State Level as well as National Level.

- 2.2.1 All communications including the submission of Applications should be addressed to:

### **The Director**

Directorate of Tourism

Government of Jharkhand

MDI Bhawan, 2<sup>nd</sup> Floor, HEC Campus,

Dhurwa, Ranchi, Jharkhand.

TEL NO: + 91 651 2400493, Fax No.: +91 651 2400492

E-MAIL: tourism\_directorate@rediffmail.com

All communications, including the envelopes, should contain the required information, to be marked at the top in bold letters:

**EMPANELMENT OF EVENT MANAGEMENT AGENCIES FOR ORGANISING JHARKHAND TOURISM'S FAIRS & FESTIVALS AT STATE /NATIONAL LEVEL.**

The envelope containing the Applications shall be delivered by Hand/ Courier/Registered Post/Speed Post at Directorate of Tourism office upto 18/04/2017 15:00 hrs. Applications received after the Application Due Date shall not be entertained. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

- 2.2.2 The issue of this Empanelment document does not imply that the Authority is bound to select applicants for "**Empanelment of Event Management Agencies for Organising Jharkhand Tourism's Fairs & Festivals at State and National Level.**" and the Authority reserves the right to reject all or any of the applications without assigning any reasons whatsoever.

- 2.2.3 The Applicant shall submit each of the following documents for either of Categories in the specified format as provided in the Empanelment, on or before the Application Due Date. The documents accompanying the Application submission shall include the following:

- a. Cover Letter-cum-Undertaking in the prescribed format at **Appendix – A**;

- b. Details of Applicant in the prescribed format at **Appendix – B** along with supporting documentary proofs;
- c. Similar experience of the Applicant in the prescribed format at **Appendix – C**, along with supporting documentary proofs;
- d. Financial capacity of the Applicant in the prescribed format at **Appendix – D**, along with supporting documentary proofs;
- e. Particulars of the Key Personnel in the prescribed format at **Appendix – E**, along with supporting documentary proofs;
- f. Power of Attorney (on stamp paper and duly notarized) for signing of Applications on behalf of the Applicant in the prescribed format at **Appendix –F**.

2.2.4 The Applicant should submit a Power of Attorney as per the format enclosed as **Appendix- F**, authorising the signatory of the Application to commit the Applicant. The Application must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (a) by a partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm or a limited liability partnership firm; or
- (b) by a duly authorized person holding the Power of Attorney, in case of a Company.
- (c) by a duly authorized person holding the Power of Attorney, in case of a Society.
- (d) by the trustee, or a duly authorized person holding the Power of Attorney, in case of a trust firm.

2.2.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.2.6 The DoT reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Applications.

2.2.7 The Application and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Applicants along with the Applications may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the application, the English language translation shall prevail.

### 2.3 Schedule of Empanelment Process

DoT endeavours to adhere to the following schedule:

SI No	Event Description	Date
1.	Last date for receiving queries/clarifications from the Applicants	28/03/2017 15:00 Hrs
2.	Details of Pre-Application Conference	28/03/2017 15:00 Hrs at Directorate of Tourism, Government of Jharkhand, MDI Bhawan, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand
3.	Authority response to queries	05/04/2017 15:00 Hrs

SI No	Event Description	Date
4.	Application Due Date	18/04/2017 15:00 Hrs
5.	Opening of Applications	18/04/2017 16:00 Hrs at Directorate of Tourism, Government of Jharkhand, MDI Bhawan, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand
6.	Empanelment of Event Management Agencies	Will be intimated to the Selected Agencies
7.	Earnest Money Deposit	As mentioned in the Empanelment document

## 2.4 Pre-Application Conference

2.4.1 To clarify and discuss issues with respect to the Empanelment Document, the Authority may hold Pre-Application Conference on the date and time indicated in Clause 2.3, the Schedule of Empanelment Process.

2.4.2 Prior to the Pre-Application Conference, the Applicants may submit a list of queries if any. Applicants must formulate their queries and forward the same to the Authority by the last date of receiving queries mentioned in Clause 2.3, Schedule of Empanelment Process in writing or by e-mail to the officer designated in Clause 2.4.6 below. The envelopes/ communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: “Empanelment of Event Management Agencies for Organising Jharkhand Tourism's Fairs & Festivals at State / National Level.”**

2.4.3 The responses to queries raised by the Applicants during the Pre-Application Conference will be uploaded on the Department of Tourism Website by the Authority without identifying the sources. The Authority may, in its sole discretion or based on inputs provided by Applicants that it considers acceptable, amend the Empanelment Document.

2.4.4 The Applicants may note that the Authority will not entertain any deviations to the Empanelment Document at the time of submission of the Applications or thereafter.

2.4.5 Attendance in the Pre-Application Conference is not mandatory for submitting the Application. However, subsequent to the conference, the Authority may not respond to queries from any agency which has not participated in the Pre-Application Conference.

2.4.6 All correspondence / enquiries should be submitted to the following in writing by Email/ registered post / courier:

ATTN. OF : **The Director**  
Directorate of Tourism  
Government of Jharkhand  
MDI Bhawan, 2nd Floor, HEC Campus,  
Dhurwa, Ranchi, Jharkhand  
TEL NO: + 91 651 2400493, Fax No.: +91 651 2400492  
E-MAIL: tourism\_directorate@rediffmail.com

## **2.5 Application Due Date (ADD)**

- 2.5.1 The Applications should be submitted in hard copy and shall be delivered by Courier/Registered Post/Speed Post/Hand delivery to the address mentioned in clause 2.2.1 upto 18/04/2017 15:00 hrs on the Application Due Date as indicated in Clause 2.3, in the manner and form as detailed in this Document.
- 2.5.2 The Authority, at its sole discretion, may extend the Application Due Date by issuing an Addendum in accordance with Clause 2.6.2.

## **2.6 Amendments to Empanelment document**

- 2.6.1 At any time prior to the Application Due Date, as indicated in Clause 2.3, Schedule of Empanelment Process, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, amend the Empanelment Document by the issuance of Addenda. Any Addenda issued would be published only in Department of Tourism Website and the same shall be binding on the Applicants.
- 2.6.2 In order to afford Applicants reasonable time to take the Addendum into account, or for any other reason, the Authority may, at its discretion, extend the Application Due Date. Information about extension of the Application Due Date will be published only in the Department of Tourism Website.

## **2.7 Late Applications**

Applications received after Due Date shall not be entertained. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.8 Modifications/ Substitution/ Withdrawal of Applications**

- 2.8.1 The Applicants will not allow Modifications/ Substitution/ Withdrawal of Applications after submission of application.

## **2.9 Cost of Application**

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Empanelment Process including subsequent

negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment.

## **2.10 Right to reject any or all Applications**

2.10.1 Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.10.2 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Empanelment document. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **2.11 Short-listing and notification**

2.11.1 After the evaluation of Applications in terms of this Document, the Applicants scoring the highest score would be ranked in the descending order and the Authority would announce a list of short-listed Applicants who will be eligible for empanel with the Authority and participation in the next stage. The Authority will not entertain any query or clarification from Applicants who fail to be empanelled.

2.11.2 For the events proposed, the Empanelled Agencies may be invited to make a presentation and subsequently submit their quotation for providing the services in the next stage.

## **2.12 Validity of Applications**

2.12.1 The applications shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date (“**Application Validity Period**”). The validity of application may be extended by mutual consent of the respective applicant and the Authority.

### 3. ELIGIBILITY CRITERIA

#### 3.1 Conditions of Eligibility

3.1.1 The Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Applications of only those Applicants who satisfy the following Conditions of Eligibility will be considered for evaluation.

A. The Applicant should be a single business entity (the “**Single Business Entity**”). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 or a society registered under the Societies Registration Act, 1860 or other similar State legislations or a trust registered under the Indian Registration Act, 1882.

If the Applicant is:

- i. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
  - ii. A Limited Liability Partnership firm should furnish copy of the registration certificate, Sales/VAT registration/Service tax and IT returns for the last three financial years preceding the Application Due Date as a proof of identity.
  - iii. A registered partnership firm should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date, copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
  - iv. A registered society should furnish a copy of the IT returns for the last 3 (three) financial years preceding the Proposal Due Date and registration certificate as a proof of identity.
  - v. A trust should submit copy of registration certificate from the Registrar of the State for Trusts and the registered trust deed.
- B. The Applicant should have an office in Ranchi. In case Applicant has no office in Ranchi, it should undertake to establish a fully functional office with the required personnel/manpower within 30 (thirty) days of being empanelled with the Authority.

**Note:**

Documentary proofs to be submitted:

- i. In case the Applicant has an office in Ranchi, a copy of the latest telephone bill, ownership deed, lease/rental agreement and any other documentary proof evidencing the claim.
- ii. In case the Applicant has no office in Ranchi and intends to open one within 30 (thirty) days of being empanelled with the Authority, the Applicant is required to submit an undertaking to such an extent in **Appendix A**.

- 3.1.2 The Applicant should not be barred by DoT or Government of Jharkhand from participating in its projects and if such bar subsists as on the Application Due Date shall not be eligible to participate in this empanelment process.
- 3.1.3 The Applicant in the last 3 (three) years should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Applicant.

### **3.2 Qualification Criteria**

#### **A. State Level Fair & Festivals**

The Applicant should demonstrate having experience of organizing at least 3 (three) events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. on a National as Level wherein the professional fee received for each such assignments is atleast Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the last 3 (Three) Financial years preceding the Application Due Date (i.e. 2013-14, 2014-15 and 2015-16) (the “**Qualification Criteria**”). Any Applicant who does not meet the Qualification Criteria shall be disqualified.

#### **B. National Level Fair & Festivals**

The Applicant should demonstrate having experience of organizing at least 3 (three) events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. on a National as Level wherein the professional fee received for each such assignments is atleast Rs.1,00,00,000/- (Rupees One Crore Only) in the last 3 (Three) Financial years preceding the Application Due Date (i.e. 2013-14, 2014-15 and 2015-16) (the “**Qualification Criteria**”). Any Applicant who does not meet the Qualification Criteria shall be disqualified.

#### **Note:**

- i. Experience of parent/subsidiary/associate Company (ies) of the Applicant would not be considered for the purpose of evaluation.
- ii. Documentary proofs to be submitted by the Applicants are:
  - a. Details of experience of the Applicant in the format prescribed at **Appendix C**.
  - b. Copy of Completion Certificate/Satisfactory Certificate from the respective Client.
  - c. Independent/Statutory Auditor Certificate in the format provided at **Appendix C** certifying the experience and the professional fee received by the Applicant for the particular event.

### **3.3 Financial Capacity**

#### **3.3.1 A. State Level Fair & Festivals**

The Applicant should demonstrate financial capacity of having a minimum Average Annual Turnover of atleast Rs.5,00,00,000/- (Rupees Five Crore Only) over a period of 3 (three) completed Financial years preceding the Application Due Date (i.e FY 2013-14, 2014-15 and 2015-16) (the “**Financial Capacity**”).

## B. National Level Fair & Festivals

The Applicant should demonstrate financial capacity of having a minimum Average Annual Turn over of at least Rs. 10,00,00,000/- (Rupees Ten Crores Only) over a period of 3 (three) completed Financial years preceding the Application Due Date (i.e FY 2013-14, 2014-15 and 2015-16) (the “**Financial Capacity**”).

### Note:

- i. Financial Capacity of parent/subsidiary/associate company (ies) of the Applicant would not be considered for the purpose of evaluation.
- ii. For demonstrating the Financial Capacity, the Applicant is required to submit the following documentary proofs:
  - a. Details of Financial Capacity of the Applicant in the format prescribed at **Appendix D**.
  - b. Audited annual financial statements for the financial year preceding the Application Due Date (i.e 2013-14, 2014-15 and 2015-16) and
  - c. Certificate from an Independent/ Statutory Auditor in the format provided at **Appendix D**.

### 3.4 Availability of Key Personnel

3.4.1 The Applicant shall make available the following Key Personnel meeting the requirements as specified in the table below.

Key Personnel	Educational Qualification	Period of Experience	Experience	Responsibility
<b>Event Management Expert</b>	Should be a Graduate or an MBA or any equivalent stream of discipline	10 years and above	Experience of Organizing festivals/fairs/melas/ art & craft event/cultural event with in India or Internationally.	He shall be responsible for planning, organizing and conducting Jharkhand State's festivals/fairs/mela, art & craft/cultural event etc. in Jharkhand State/ any State in India.
<b>Creative Expert/ Design Expert</b>	Should be a Graduate in Fine Arts/ Commercial Arts or any equivalent stream of discipline from a recognized institute	3 years and above	Experience in Creative designing for festivals/ fairs/ melas/ art & craft event/ cultural event with in India or Internationally.	He shall be responsible for creatives, designing etc of Jharkhand State's festivals/fairs/mela/ art & craft event/ cultural event in Jharkhand State/ any State in India.
<b>Production Expert</b>	Should be a Graduate or an MBA or any equivalent stream of discipline	3 years and above	Experience of planning and handling the entire festivals/fairs/melas/ art & craft/cultural event in India or Internationally.	He shall be responsible for the identification of materials, operation and management of the festivals/fairs/melas/ art & craft event/cultural event in Jharkhand State/ any State in India.

**Note:**

- i. The Applicant should ensure that the same Key Personnel should not be proposed for more than one position.
- ii. The Applicant should submit the copy of the CV's in the format provided at **Annexure E** duly signed by the by Key Personnel and the authorised signatory of the Applicant.
- iii. If any Applicant/Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for providing the Services is not fulfilled at any stage after signing of the Contract, the Applicant and the Key Personnel shall be liable to be debarred for any future assignments of GoJ for a period of 3 (three) years. The award of this Service to the Applicant may also be liable to cancellation in such an event.
- iv. The Applicant shall provide the proposed Key Personnel with the requisite managerial/support staff ("**Support Personnel**") to ensure timely completion of the Services within the specified time schedule.

## 4. EVALUATION OF APPLICATIONS

### 4.1 Opening and Evaluation of Applications

- 4.1.1. The Authority shall open the Applications on the date specified in Clause 2.3, Schedule of Empanelment Process will be in the presence of the Applicants who choose to attend.
- 4.1.2. The Authority will examine and evaluate the Applications for the applied Category of the event in accordance with the provisions set out in this **Section 4**.
- 4.1.3. To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicants regarding its Applications.
- 4.1.4. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant, if the Applicant is subsequently empanelled on the basis of such information.

### 4.2 Tests of Responsiveness

- 4.2.1 Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the Empanelment Document. An Application shall be considered responsive only if:
- a) it is received by the Application Due Date including any extension thereof pursuant to clause 2.5.1;
  - b) is received through Courier/Registered Post/Speed Post/Hand delivery as stipulated in Clause 2.2.1;
  - c) it contains the information and documents as requested in the Empanelment Document;
  - d) it contains information in the form and formats specified in the Empanelment Document;
  - e) it provides the information in reasonable detail. (“**Reasonable Detail**” means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Applicant). The Authority reserves the right to determine whether the information has been provided in reasonable detail;
  - f) it does not contain any condition or qualification; and
  - g) it is not non-responsive in terms hereof.
- 4.2.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.
- 4.2.3 Applications which are found to be non-responsive shall be rejected.

### 4.3 Evaluation of Experience of the Applicant

4.3.1 All the Applicants whose Applications are found to be responsive as per Clause 4.2.1 and have fulfilled the Conditions of Eligibility specified in Section 3 shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

#### A. Fair & Festivals at State Level

SI No	Parameter	Evaluation Criteria	Maximum Marks
1.	Experience of organizing at least 3 (three) events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. on a National as well as International Level wherein the professional fee received for each such assignments is atleast Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the last 3 (Three) Financial years preceding the Application Due Date (i.e. 2013-14, 2014-15 and 2015-16)	<ul style="list-style-type: none"> <li>▪ 3 (three) events with minimum professional fee for each such assignments is of Rs. 25,00,000/- (Rs. Twenty Five lakhs) in the last 5 FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16)= 20 marks.</li> <li>▪ More than 3 (three) events of minimum professional fee for each such assignments is Rs. 25,00,000/- (Rs. Twenty Five lakhs) = 5 marks for each additional event subject to the maximum of 10 marks.</li> </ul>	30 marks
2.	Average Annual Turnover of the Applicant over a period of 3 (Three) FYs preceding ADD (i.e FY, 2013-14, 2014-15 and 2015-16) should be atleast Rs. 5.0 (Five) Crore.	<ul style="list-style-type: none"> <li>▪ Rs. 5 (Five) Crores = 10 marks.</li> <li>▪ More than Rs. 5 (Five) Crores = 2.5 marks for each additional Rs. 1 (One) Crore subject to the maximum of 10 marks</li> </ul>	20 marks
3.	Experience of organizing events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. for any State Tourism Department of India and the Professional fee of each assignment is atleast Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) in the last 3 (Three) FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16)	<ul style="list-style-type: none"> <li>▪ 2 (two) events = 5 marks</li> <li>▪ More than 2 (two) assignments = 2.5 marks for each additional assignment subject to the maximum of 5 marks</li> </ul>	10 marks
4.	Experience of organizing events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. for any government department other than tourism/organization and the	<ul style="list-style-type: none"> <li>▪ 2 (two) event = 5 marks.</li> <li>▪ More than 2 (two) event = 2.5 marks for each additional event subject to the maximum of 5 marks</li> </ul>	10 marks

SI No	Parameter	Evaluation Criteria	Maximum Marks
	Professional fee of each assignment is atleast Rs. 25.00 (Twenty Five) Lakhs in the last 3 (Three) FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16)		
<b>5.</b>	<b>Key Personnel</b>		<b>30 marks</b>
a)	Event Management Expert	<ul style="list-style-type: none"> <li>▪ Less than 10 years of experience = 0 marks</li> <li>▪ 10 years of experience = 5 marks</li> <li>▪ More than 10 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of 5 marks</li> </ul>	10 marks
b)	Creative Expert/ Design Expert	<ul style="list-style-type: none"> <li>▪ Less than 3 years of experience = 0 marks</li> <li>▪ 3 years of experience = 5 marks</li> <li>▪ More than 3 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of 5 marks</li> </ul>	10 marks
c)	Production Expert	<ul style="list-style-type: none"> <li>▪ Less than 3 years of experience = 0 marks</li> <li>▪ 3 years of experience = 5 marks</li> <li>▪ More than 3 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of 5 marks</li> </ul>	10 marks
		<b>Total</b>	<b>100 marks</b>

**B. Fair & Festivals at National Level**

SI No	Parameter	Evaluation Criteria	Maximum Marks
<b>1.</b>	Experience of organizing at least 3 (three) events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. on a National as well as International level wherein the professional fee received for each such assignments is atleast Rs.1,00,00,000/- (Rupees One Crore Only) in the last 3 (Three) Financial years preceding the Application Due Date (i.e. 2013-14, 2014-15 and 2015-16)	<ul style="list-style-type: none"> <li>▪ 3 (three) events with minimum professional fee for each such assignments is of Rs. 1,00,00,000/- (Rupees One Crore Only) in the last 3FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16) = 20 marks.</li> <li>▪ More than 3 (three) events of minimum professional fee for each such assignments is Rs.1,00,00,000/- (Rupees One Crore Only) = 5 marks for each additional event subject to the maximum of 10 marks.</li> </ul>	<b>30 marks</b>

SI No	Parameter	Evaluation Criteria	Maximum Marks
2.	Average Annual Turnover of the Applicant over a period of 3 FYs preceding ADD (i.e FY, 2013-14, 2014-15 and 2015-16) should be atleast Rs. 10 (Ten) Crores	<ul style="list-style-type: none"> <li>▪ Rs. 10 (Ten) Crores = 10 marks.</li> <li>▪ More than Rs. 10 (Ten) Crores = 2.5 marks for each additional Rs. 50 (Fifty) Lakhs subject to the maximum of 10 marks</li> </ul>	<b>20 marks</b>
3.	Experience of organizing events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. for any State Tourism Department of India and the Professional fee of each assignment is atleast Rs.50,00,000/- (Rupees Fifty Lakhs Only) in the last 3 (Three) FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16)	<ul style="list-style-type: none"> <li>▪ 2 (two) events = 5 marks</li> <li>▪ More than 2 (two) assignments = 2.5 marks for each additional assignment subject to the maximum of 5 marks</li> </ul>	<b>10 marks</b>
4.	Experience of organizing events viz. festivals, fairs, melas, mahostavs, art & craft event, cultural event etc. for any government department other than tourism/ organization and the Professional fee of each assignment is atleast Rs. 50.00 (Fifty) Lakhs in the last 3 (Three) FYs preceding ADD (i.e. 2013-14, 2014-15 and 2015-16)	<ul style="list-style-type: none"> <li>▪ 2 (two) event = 5 marks.</li> <li>▪ More than 2 (two) event = 2.5 marks for each additional event subject to the maximum of 5 marks</li> </ul>	<b>10 marks</b>
<b>5.</b>	<b>Key Personnel</b>		<b>30 marks</b>
d)	Event Management Expert	<ul style="list-style-type: none"> <li>▪ 10 years of experience = 5 marks</li> <li>▪ More than 10 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of 5 marks</li> </ul>	10 marks
e)	Creative Expert/ Design Expert	<ul style="list-style-type: none"> <li>▪ 3 years of experience = 5 marks</li> <li>▪ More than 3 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of 5 marks</li> </ul>	10 marks
f)	Production Expert	<ul style="list-style-type: none"> <li>▪ 3 years of experience = 5 marks</li> <li>▪ More than 3 years of experience = 2.5 marks for each 2 additional years of experience subject to the maximum of</li> </ul>	10 marks

<b>Sl No</b>	<b>Parameter</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks</b>
		5 marks	
		<b>Total</b>	<b>100 marks</b>

4.3.2 Applicants who score minimum 70 marks out of 100 marks shall be qualified for Empanelment for State Level and National Level.

4.3.3 The Authority shall then rank the Applicants in descending order of their scores and announce a list Qualified Applicants who would be empaneled with the Authority. The Empanelled Agencies would be eligible for participation in the next stage comprising quotation for the Services.

**5. FORMATS FOR SUBMISSION OF APPLICATION**

**APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING**

*(On the Letterhead of the Applicant)*

To  
The Director  
Directorate of Tourism  
Government of Jharkhand  
MDI Bhawan, 2nd Floor, HEC Campus,  
Dhurwa, Ranchi, Jharkhand

Dear Sir:

Ref: **Empanelment of Event Management Agencies for Organising Jharkhand Tourism's Fairs & Festivals at State Level/National Level.**

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "**the Applicant**"), and having reviewed and fully understood all of the information provided in the Empanelment document provided to us by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the Empanelment Document.
2. I/We have studied the Empanelment Document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.

7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. [I/We do not have an office in Ranchi. However, in case we are selected for undertaking the Services, we agree to establish a fully functional office with the required personnel/manpower within 30 days of being empaneled with the Authority.]<sup>1</sup>
13. I/We offer an EMD of Rs.10,000/- Or Rs.50,000/- (Rupees Fifty Thousand Only) [as applicable for Application of the State Level and National Level empanelment] to the Authority in accordance with the Empanelment Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Date .....

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<sup>1</sup>Retain this only if the Applicant has no office in Ranchi

**APPENDIX B: FORMAT FOR DETAILS OF THE APPLICANT**

*(On the Letterhead of the Applicant)*

SI No	Particulars	Details	Supporting Documents required to be submitted along with this Form
1.	Name of the Applicant	---	
2.	Status of the Applicant  (Company, Partnership Firm, Limited Liability Partnership Firm)		<p><b>In case of a company</b></p> <ul style="list-style-type: none"> <li>• Attach a copy of Certificate of Incorporation and Memorandum of Association</li> <li>• Copy of Sales/VAT /Service tax registration certificate</li> </ul> <p><b>In case of a Limited Liability Partnership Firm)</b></p> <ul style="list-style-type: none"> <li>• Attach a copy of Memorandum of Association</li> <li>• Copy of Sales/VAT /Service tax registration certificate</li> </ul> <p><b>In case of a Partnership Firm</b></p> <ul style="list-style-type: none"> <li>• Copy of the IT returns for the last three financial years preceding Application Due Date</li> <li>• Copy of the registration certificate under the registrar of firms and</li> <li>• Copy of the partnership deed executed between the partners as a proof of identity</li> </ul> <p><b>In case of Society</b></p> <ul style="list-style-type: none"> <li>• A copy of society registered under the Societies Registration Act, 1860 or other similar State legislations</li> <li>• A registered society should furnish a scanned copy of the IT returns for the last 3 (three) financial years preceding the</li> </ul>

SI No	Particulars	Details	Supporting Documents required to be submitted along with this Form
			<p>Proposal Due Date and registration certificate as a proof of identity</p> <p><b>In case of a Trust</b></p> <ul style="list-style-type: none"> <li>• a copy of trust registered under the Indian Registration Act, 1882</li> <li>• A trust should submit scanned copy of registration certificate from the Registrar of the State for Trusts and the registered trust deed</li> </ul>
3.	Address of the Applicant:	Address: Name & Designation of the Contact Person: Phone No: Fax No: Mobile No. Email Id:	Attach a copy of the latest telephone bill, ownership deed, lease/rental agreement or any other documentary proof evidencing the claim.
4.	Details of office in Ranchi	Address: Name & Designation of the Contact Person: Phone No: Fax No: Mobile No. Email Id:	Attach a copy of the latest telephone bill, ownership deed, lease/rental agreement or any other documentary proof evidencing the claim.
5.	Applicant Income Tax PAN No.		Attach copy of PAN
6.	Applicant Service Tax registration/Sales/VAT registration No.		Attach copy of Registration Certificate (if applicable) Sales/VAT registration/Service tax registration certificate
7.	Number of years of experience in event management		
8.	Manpower Details including number of event management personnel at each of the office		

<b>Sl No</b>	<b>Particulars</b>	<b>Details</b>	<b>Supporting Documents required to be submitted along with this Form</b>
9.	Details of any law suits pending in any of the courts in India or abroad.		
10.	Can you provide a dedicated team to service DoT? Yes/ No		

**APPENDIX C: FORMAT FOR EXPERIENCE OF THE APPLICANT**

*(On the Letterhead of the Applicant)*

<b>Name&amp; Type of Event</b>	
<b>Country in which the Event was organised</b>	
<b>Name of the Client</b>	
<b>Address of the Client and contact details</b>	
<b>Professional Fee Received (in Rs)</b>	
<b>Details of work undertaken while organising events viz. festivals, fairs, melas, mahotsavs, art &amp; craft event, cultural event etc.</b>	
<b>Date of commencement</b>	
<b>Date of completion of</b>	

**Instructions:**

- i. Experience of parent/subsidiary/associate Company (ies) of the Applicant would not be considered for evaluation.
- ii. Separate Appendix – C is required to be submitted by the Applicant with respect to each assignment for which the Applicant is claiming its experience.
- iii. The experience claimed by the Applicant with respect to each such assignment should be substantiated with
  - a. a copy of completion certificate issued by the respective client for each assignment or satisfactory certificate.
  - b. Certificate of an Independent/ Statutory Auditor as per format at Appendix below:
- iv. The evidence submitted in (iii) above shall be considered collectively for purposes of evaluation.

**Format for Certificate from Independent /Statutory Auditor of the Applicant**

*(On the Letterhead of Independent/Statutory Auditor)*

Date:

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [*Name of the Applicant*], and certify the following activities have been undertaken by \_\_\_\_\_ [*Name of the Applicant*]. The details of the client, tenure of the assignment and professional fee received with respect to each assignment are specified in the table below:

<b>S. No</b>	<b>Name of Assignment</b>	<b>Name of Client</b>	<b>Address of Client</b>	<b>Duration</b>	<b>Professional Fee Received (in Rs)</b>
1.				Start Date: Completion Date :	
2.				Start Date: Completion Date :	
3.				Start Date: Completion Date :	
4.				Start Date: Completion Date :	
5.				Start Date: Completion Date :	
6.				Start Date: Completion Date :	

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the **“Empanelment of Event Management Agencies for Organising Jharkhand Tourism's Fairs & Festivals at State level/National Level.”**

Signature and Seal of the Independent/Statutory Auditor clearly indicating his/her membership number

**APPENDIX D: FORMAT FOR FINANCIAL CAPACITY OF THE APPLICANT**

*(On the Letterhead of the Applicant)*

(In Rs.Crores)

Applicant Type	Annual Turnover			Average Annual Turnover
	2015-2016	2014-2015	2013-2014	
Company				
Partnership Firm				
Limited Liability Partnership				
Society				
Trust				
<b>TOTAL</b>				

**Instructions:**

1. Applicant should provide details of its own Financial Capacity specified in Clause 3.3. Financial Capacity of parent/subsidiary/associate company (ies) of the Applicant would not be considered for the purpose of evaluation.
2. Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date(i.e 2013-14, 2014-15 and 2015-16). The financial statements shall:
  - (a) reflect the financial situation of the Applicant;
  - (b) be audited by an Independent/statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Applicant shall also provide the name and address of the Bankers to the Applicant.
4. Applicant shall provide an Independent/ Statutory Auditor's certificate in the format provided below specifying the turnover of the Applicant.

**Format for Certificate from Independent/Statutory Auditor of the Applicant**

*(On the Letterhead of the Independent Auditor / Statutory Auditor)*

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Applicant], and certify that the Turnover is as follows

Year 1 (2013-2014)=Rs \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores)

Year 2 (2014-2015)=Rs \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores)

Year 3 (2015-2016)=Rs \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores)

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the **“Empanelment of Event Management Agencies for Organising Jharkhand**

Tourism's Fairs & Festivals at State Level/National Level.”

**APPENDIX E: FORMAT FOR PARTICULARS OF KEY PERSONNEL**

Sl No	Proposed Position	
1.	Name of Personnel	
2.	Date of Birth	
3.	Nationality	
4.	Educational Qualifications	
5.	Employment Record: (Starting with present position, list in reverse order every employment held.)	
6.	Total years of Experience	
7.	Details of events viz. festivals, fair, melas, mahotsavs, art & craft event, cultural event etc.undertaken by the Personnel in India or Internationally and Description of responsibilities	<p>1. Name of the Event: Name of the Country : Description of responsibilities: Duration:</p> <p>2. Name of the Event: Name of the Country : Description of responsibilities: Duration:</p> <p>3. Name of the Event: Name of the Country : Description of responsibilities: Duration:</p>
8.	Details of the current assignment and the time duration for which services are required for the current assignment.	

Certification:

1. I am willing to provide the Services and I will be available for entire duration of the Empanelment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**APPENDIX F: FORMAT FOR POWER OF ATTORNEY**  
*(On the applicable value of Stamp Paper)*

**Power of Attorney**

Know all men by these presents, we, ..... (name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for **Empanelment of Event Management Agencies for Organising Jharkhand Tourism’s Fairs & Festivals at State Level/National Level** appointed by the Directorate of Tourism, Government of Jharkhand (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-application conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Empanelment and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised Accepted

.....  
(Signature, name, designation and address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarised by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## **6. OTHER TERMS AND CONDITIONS**

### **6.1 Terms of Empanelment**

- 6.1.1 The empanelment shall be valid initially for a period of 2 (two) years. DoT reserves the right to extend the same on yearly basis up to 2 (two) additional years on the same or mutually agreed terms & conditions subject to Periodical review of their performance.
- 6.1.2 DoT will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices. If any Applicant/Key Personnel makes a false averment regarding his qualification, experience or other particulars, the Applicant and the Key Personnel shall be liable to be debarred for any future assignments of GoJ for a period of 3 (three) years. The empanelment of the Applicant may also be terminated.
- 6.1.3 DoT also reserves the right to empanel any other Agency or employ any Agency outside the list of Empanelled Agencies, if required after carrying out a competitive bidding process.
- 6.1.4 DoT reserves the right to drop any Applicant from the empanelled list without assigning any reason whatsoever. DoT also reserves the right to modify the terms and conditions of empanelment.
- 6.1.5 All decisions taken by DoT regarding empanelment shall be final and binding on all Empanelled Agencies.
- 6.1.6 Post Empanelment, the selection of an Agency under respective Category to organize a particular festivals/fair/melas/ mahotsavs/ art & craft event/ cultural event etc. at State or National Level will be through QCBS (70:30) i.e. on technical/creative presentation and financial quote respectively submitted by the Empanelled Agencies. The Technical Evaluation Committee will be the final authority for selection of an Agency among the Empanelled Agencies.
- 6.1.7 DoT shall invite the Empanelled Agencies to make a presentation to the Technical Evaluation Committee demonstrating the understanding on the proposed Jharkhand Tourism's festivals/ fairs/melas/mahotsavs/ art & craft event/ cultural event etc., the indicative designs, manpower deployment plan, supervision and materials management for conducting the entire event etc. from time to time.
- 6.1.8 Post presentation, the Technical Evaluation Committee shall provide a technical score based on the merit of their credentials (ideas, creatives, execution plan, etc.). Agencies scoring above the minimum score shall be declared as qualified agencies (the "**Qualified Agencies**") and subsequently financial quote for a particular State or National level Jharkhand Tourism's event at viz. festivals, fair, melas, mahotsavs, art & craft event, cultural event etc. shall be invited from the Qualified Agencies. The highest score shall be the sole criteria for evaluation of the financial quote provided by the Empanelled Agencies. The Qualified Agencies shall be ranked in descending order and the Agency scoring the highest combined

score shall be declared as Selected Agency for the proposed State or National level Jharkhand Tourism's event viz. festivals, fair, melas, mahotsavs, art & craft event, cultural event etc.

- 6.1.9 In the event that the first ranked Agency withdraws its Proposal or is not selected for any reason in the first instance, DoT may invite the second ranked Agency for negotiations at the rate quoted by the first ranked Agency.
- 6.1.10 In the event that two or more Agencies obtain the same combined score, (the "**Tie Agencies**"), the Authority shall identify the Selected Applicant by draw of lots, which shall be conducted, with prior notice, in the presence of the authorised representatives of Tie Agencies who choose to attend.
- 6.1.11 The Selected Agency and DoT shall subsequently sign a separate Contract for each State or National level Jharkhand Tourism's festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc., after signing of the Contract, no variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties. If the Selected Agency does not execute the Contract to the satisfaction of DoT, then DoT may invoke/ forfeit the Performance Security.

## 6.2 **Relationship**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "DoT" and the "Applicant". No partnership shall be constituted between DoT and the Applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The Applicants shall be fully responsible for the services performed by them or on their behalf.

## 6.3 **Allocation of Work**

- 6.3.1 DoT may at its own discretion allocate work to more than one Agency at a time depending on the quantum, nature and criticality of work.
- 6.3.2 Mere empanelment with DoT does not guarantee allocation of work. A separate work order will be issued to the Selected Agency for each assignment. The Selected Agency shall not assign its responsibilities to any other agencies, in whole or in part, to perform its obligation under the Contract.

## 6.4 **Performance Security**

The Selected Agency shall for due performance and fulfillment of the terms of the Contract furnish to DoT, an unconditional and irrevocable Bank Guarantee as Performance Security not exceeding 30% of the total Contract Price quoted by the Selected Agency. The Bank Guarantee against Performance Security should be drawn from a nationalized bank in favour of "Director, Directorate of Tourism, Government of Jharkhand", payable at Ranchi. The

Performance Security should be payable on demand and be valid for a period of 60 (sixty) days from the date of signing the Contract with the Authority.

## 6.5 Payments Terms

The payment schedule for providing the services as set out in Schedule A is as below:

S. No.	Milestones	(% of the Total Contract Price)
1	Post DoT's approval on Concept plan, Budgetary estimates and execution plan with man power deployment submitted by the Selected Agency for the event, a Mobilization advance against submission of Bank Guarantee equal to 30% of the Contract Price as acceptable to the Authority	30%
2	On completion of the assigned event viz. festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc and the clearing of space allotted.	55%
3	On approval of Event Completion Report by the Authority	15%
	<b>Total</b>	<b>100%</b>

6.5.1 The total Contract Price to be quoted by the Agency shall be exclusive of Space/Venue/Ground Rent (Raw space rent) and all taxes, duties, service tax, as applicable.

6.5.2 The Total Contract Price shall be inclusive of the following expenses to be incurred by the Selected Agency for organizing the Jharkhand state's event viz. festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc.at State Level or National Level(in Jharkhand State/ any State in India).

- i. The cost for setting up the display stalls
- ii. Hiring platform/carpet for floor, exhibit stand/structure, custom made interiors storage equipments, chairs, tables, reception table, dustbins, sofa, storage rack, working tables, graphic works, backlit, electrical installation, etc.
- iii. Provision of video wall as per required size and design elements for special effect with related software and special lighting system.
- iv. Cost of communication and travel, boarding, lodging and out-of-pocket expenses.
- v. Installation and dismantling charges and Transportation charges
- vi. Internet usage, sending mails, phone calls, follow ups, visit to various tour agents or any other such Person in the performance of the Services.
- vii. Supervision charges for organizing B2B meeting, booking appointments and providing manpower / staff.
- viii. Provision of hosts& hostess, educated hostess who are well-versed in local / English language.
- ix. Electrical Power Consumption charges/ Power back up generator sets.
- x. Rigging – if required
- xi. Logistics charges including local packing, transportation and handling charges, etc.
- xii. Cost of Brochure, mementos, souvenirs, gifts, display items.

- xiii. Cost of any additional elements required for festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc which will not be available in the local market and should be transported from any other state in India or Internationally.
  - xiv. The following cost of Artisans if required for the festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc
    - a) Travel Expenses and Boarding and Lodging
    - b) Equipment charges / courier charges /Accompanied luggage
  - xv. The following cost of upto 2 (two) key personnel or staff of the Selected Agency:
    - a) Travelling cost
    - b) Hotel Lodging / Local Transport & Food Expenses
- 6.5.3 DoT shall pay the Contract Price within 30 days of raising of bills/invoices by the Agency upon fulfillment of the following conditions:
- i. On completion of the respective milestone by the Agency as specified in clause 6.5 above and
  - ii. Submission of proper bills/invoices for all the respective expenses incurred by the Agency for the purpose of organising the State or National level Jharkhand State's festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc.
- 6.6 Penal Provision**
- 6.6.1 In case of delay in execution of the assigned work by the Selected Agency, DoT may impose a penalty of 0.2% of the Contract Price per day or part thereof of delay (subject to maximum of 30% of the Contract Price). If the delay is beyond 1week then DoT may annul the assignment and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. DoT may debar and blacklist the Agencies for applying in its future empanelment also.
- 6.6.2 If any of the services performed by the Agencies fail to conform to the specifications of the assigned assignment or in the event of failure of the assignment due to indifferent ( such as inadequate interaction with DoT), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and DoT decides to terminate the Contract because of such failure, then a sum equal to 30 % of the Contract Price shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and the Contract with DoT.
- 6.7 Termination**
- 6.7.1 Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
- 6.7.2 DoT reserves the right to withdraw/ terminate empanelment in any of following circumstances:
- (a) Applicant becomes insolvent, bankrupt, resolution is passed for winding up of the Applicant's organization
  - (b) Information provided to DoT is found to be incorrect;

- (c) Empanelment conditions are not met within the specified time period;
- (d) Misleading claims about the empanelment status are made;
- (e) if the Selected Agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
  - i. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of DoT or any personnel in agreement executions.
  - ii. "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a procurement process or the execution of a Contract, to DoT, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive DoT of the benefits of free and open competition.
  - iii. "**Unfair trade practices**" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - iv. "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
  - v. "**Collusive practices**" means a scheme or arrangement between two or more applicants with or without the knowledge of the DoT, designed to establish prices at artificial, non-competitive levels;

## 6.8 **Indemnification**

- 6.8.1 The Selected Agency will indemnify DoT against any misuse of brand name, logo and promotional activities without prior intimation, consent and approval of DoT. For any misuse of brand name, logo and promotional activities, the Selected Agency themselves will be held responsible. DoT will take necessary legal actions for such cases.
- 6.8.2 DoT will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Selected Agency.

## 6.9 **Applicable Laws and Jurisdiction**

- 6.9.1 Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 6.9.2 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Ranchi only.

### **SCHEDULE A: TERMS OF REFERENCE**

The scope of services to be provided by the Agency as described below is general but is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall also be governed by the provisions of the contract (the “**Contract**”) to be entered into between the Agency and DoT which sets forth the detailed terms and conditions for grant of the right to the Agency (the “**Right**”). There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The list given below is an indicative list and shall include any other activity in association to those mentioned below:

State or National level festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc

- i. Suggest to DoT and conceptualize festivals/ fairs/ mela/ mahostavs/ art & craft event/ cultural event etc. to diversify the event portfolio that DoT would organise in a year.
- ii. Conceptualize, plan, design, develop, organise, produce, coordinate, direct, execute, manage, publicize, and execute Jharkhand Tourism's festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc. as directed and approved by DoT from time to time.
- iii. Carry out all the activities required for successful implementation of the event viz. festival/ fair/ mela/ mahotsav/ art & craft event/ cultural event etc including pre- event activities, activities during the event and activities after the event, which shall include but not limited to the following activities:
  - a) Conceptualize, plan, design, develop, organise, produce, coordinate, direct, execute, manage and operationalize, a plan for the respective assignment along with timelines including erection and installation of Jharkhand Tourism Pavilion/Stall in coordination with the Campaign Agency or any other agencies as directed/identified by the DoT.
  - b) Should provide for the assignment for suitable lighting, sound, performers/artists, seating arrangement, security and all other necessary arrangements required for event viz. festival/mela/mahostav/art & craft event/cultural event etc. Above all, quality of the event should be such that it attracts the attention of the audience, press, citizens of Jharkhand and create positive feel for the Jharkhand and the event.
  - c) Handle logistics such as ticketing, accommodation, passes to the venue, transportation, venue, the cultural troop, if any etc as directed by DoT or any other activities required for successful implementation of the respective event.
  - d) Identity and handle coordination with Hospitality partner for organizing food courts/ lunches/ dinners etc as directed by DoT or any other activities required for successful implementation of the respective event.
  - e) To identify and get maximum sponsorships for the events organized by the DoT.
  - f) Identify and finalize list of dignitaries/participants for the event in consultation with the DoT atleast 15 (fifteen) days in advance and maintain the database of top tour & travel related stakeholders at national & international level.
  - g) Book the Media professional for the event in advance.
  - h) Responsible for leading/managing various events related activities (including setting planning meetings for committee members, crew chiefs, volunteers), sending

- out/tracking meeting notices and RSVPs, supervising if any Food Certification for food vendors and making sure they have all the documents necessary to complete the food vendor applications in a timely manner. Attend staff meetings (as needed) to update DoT staff on event's progress; obtain contracts from all paid entertainment vendors in a timely manner.
- i) Sourcing, appointing, directing and managing of performers and other creative elements of the ceremonies in tandem with assignment organizing committee/ DoT.
  - j) Monitoring the day to day to day operations for the event.
  - k) Co-ordinate on behalf of DoT with the concerned administrative authorities with regard to booking of stalls, stall units, badges, venue/ground/raw space, signing of agreement etc.
  - l) Organize and be responsible for fixing the B2B. B2C meetings etc with the top tour & travel related stakeholders at national & international level. Maintain the database of the same and follow up on regular basis the outcome of the above meetings.
  - m) Organize photography, videography and interviews with Hon'ble Minister, Tourism and other senior officers with the domestic & international media, print, electronic and other social media.
  - n) Publicizing festivals/ fairs/melas/mahostavs/art & craft event/ cultural event etc. with private tour operators.
  - o) Maintain high level of professional ethics and will not act in any manner, which is detrimental to DoT's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication.
  - p) Ensure that the staff and key personnel's is available to DoT as and when required by DoT and should be obliged to work closely with DoT's staff, act within its own authority and abide by directives issued by DoT. Manage the activities of its personnel and will hold itself responsible for any misdemeanor.
  - q) Ensuring adherence to all the policies for Risk Management, Manpower Management, etc.
  - r) All activities/ link licenses/ all statutory Permissions etc. from Jharkhand Police, Traffic Police, Jharkhand Fire Service, Electricity, Excise, Labour and Jharkhand Police Licensing Branch required in relation to the event, for run up to the event, Opening and Closing Ceremonies, events are to be obtained, created, planned and managed as part of the event responsibilities, included but not limited to VIP welcome, interact with the cultural departments, coordinating time for arrival, departure and marshalling of the artists and officials for the entire assignment.
  - s) All fire fighting equipment to be stationed as per requirement of Jharkhand Fire Service/Jharkhand Police.
  - t) Direct and manage onsite event set-up and clean up before, during, and after event (i.e. complete and track all permits and paperwork, complete all relevant applications, complete site map, coordinate activities with dept of traffic, roads, sanitation, and clean-up crews.)
  - u) Selected Agency should:
    - i. Be able to execute the work at short notices and even on holidays.
    - ii. Ensure that the display of any advertisement and promotional material including pictures, printed material, electric/electronic media, smart posters, holographic images, visual display or any other innovative media, etc shall not be objectionable or prohibited under the Applicable and relevant Laws.

- iii. Be responsible for transportation of material within Jharkhand State, pan India and Internationally
- iv. Abide by the job safety measures prevalent in India and will free DoT from all demands or responsibilities arising from any accidents or loss. The Selected Agency will pay all indemnities arising from such incidents and will not hold DoT responsible or obligated.
- v. Treat as confidential all data and information about DoT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DoT.
- vi. To ensure through high quality communication and reporting with DoT, is fully aware of any issues as they arise and any changes in scope, variation, or delays.
- vii. Should deliver all milestones on time, on budget, and to client expectations.
- viii. Should submit event debriefing reports & documents and include survey analysis, recommended changes/ improvements, and event's highlights
- v) DoT reserves the right to make necessary modification to the selected artwork, concept, etc. Artwork/creative once selected will be the property of DoT and it can be repeatedly used in different Jharkhand State's or any Tourism events.
- w) In case, DoT does not find the proposed conceptual plan of the Selected Agency up to its satisfaction, DoT reserves its right to get it done from any other agency/agencies for which the Selected Agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- x) DoT will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the other agency but not selected. The Selected Agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- y) In case, when the time period is too short to get the concept & execution plan/design prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which DoT deems fit to meet the deadline.
- z) The Agency shall compile and submit a report on the entire event organized including good quality photographs, list of participants, B2B meeting follow ups, feedback data from the participants, suggestions for improvement of the event, way forward and any other information as may be necessary for successfully organizing the Jharkhand Tourism's festivals/ fairs/melas/mahostavs/art & craft event, cultural event in future.