



Request for Proposal (RFP)
for
Empanelment of Event Management Agencies for executing
State level, National level and International level events
organized or participated by
Directorate of Tourism, Govt. of Jharkhand (Call-2)

Ref. No.- Tou/Ni/Pub-16/2022 - 791,

Date- 14/07/2023



Government of Jharkhand
Department of Tourism, Art Culture, Sports and Youth Affairs (Tourism Division)
MDI Building, Dhurwa, Ranchi-834004
Phone:(0651)2400493 <https://tourism.jharkhand.gov.in>

Government of Jharkhand
Directorate of Tourism
MDI Building, 2nd Floor, Dhurwa, Ranchi-4
Ph.-0651-2400493, E-mail:dirjharkhandtourism@gmail.com

1. Disclaimer

- 1.1. Request for proposal is invited for Empanelment of Event Management Agencies for executing State level, National level and international level events organized or participated by Department of Tourism, Govt. of Jharkhand.
- 1.2. The information contained in the Tender Document subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of DoT or any of their employees or advisers, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.3. Though adequate care has been taken in the preparation of this RFP, the applicant should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the DoT immediately before the proposed due date. If no intimation is received by the DoT within the date, it shall be deemed that the party is satisfied with the RFP (Document) and the document is complete in all respects.
- 1.4. The RFP (Document) is not an agreement and is neither an offer nor invitation by the DoT to the prospective applicant or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. The Tender Document may include statements, which reflect various assumptions and assessments arrived at by the DoT in relation to the requirement. Such assumptions, assessments and statement do not purpose to contain all the information that each applicant may require. The RFP (Document) may not be appropriate for all persons, and it is not possible for DoT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or use the RFP (Document). The assumptions, assessments, statement and information contained in the RFP (Document), may not be complete, accurate, adequate or correct, each applicant should, therefore, conduct its own investigations and assumptions, assessments and information contained in the RFP (Document) and obtain independent advice from appropriate sources.
- 1.5. Information provided in the RFP (Document) to the applicant is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DoT. does not accepts any responsibility for accuracy or otherwise for any interpretation or opinion on the law expressed herein.

- 1.6. DoT its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the RFP (Document) or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Document or arising in any way in this Selection Process.
- 1.7. DoT also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any applicant upon the statements contained in the RFP (Document).
- 1.8. DoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP (Document) which will be posted on the Jharkhand Tourism website. It will be the responsibility of the interested applicant to keep themselves informed about the same.
- 1.9. The issue of this RFP (Document) does not imply that DoT is bound to select a Successful Bidder for the project and DoT reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
- 1.10. The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoT or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and DoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.

2) Bidding Schedule :

| S. No | Activity | Date & Time |
|--------------|--|----------------------------|
| 1. | Date of Publishing and Downloading of E-tender | 14/07/2023 |
| 2. | Address: Directorate of Tourism, MDI Building, 2nd Floor, Dhurwa, Ranchi - 4 | |
| 3. | Last Date of Submission of Bid | 25/07/2022 upto 12:00 p.m. |
| 4. | Opening of Technical Bid | 25/07/2022 at 12:30 p.m. |

Contact Details:

Shri Jitendra Bahadur Singh

Under Secretary

Email: dirjharkhandtourism@gmail.com

3) Terms of Reference (TOR) for Empanelment of Event Management Agencies

i. Directorate of Tourism.

DoT has been set up by the Govt. of Jharkhand for promotion of Tourism in and around Jharkhand. DoT has been pioneer in the organization of major fairs & festivals being organized in collaboration with Govt. of Jharkhand, Government of India and PSUs.

Jharkhand Tourism has also organized a number of events and festivals on behalf of Govt. of Jharkhand and Govt. of India and some of these festivals were sports-based events. DoT is interested in making a panel of reputed Events Management Companies for organizing various events.

ii. Context of this Terms of Reference (TOR) for Empanelment.

To promote Jharkhand as a preferred tourist hub, DoT plans, executes and participates in several Events/ Symposiums/ Conferences/Events & Exhibitions at state level, National Level and International Level. DoT intends to empanel Event Management Agencies (EMAs), who have experience of organizing such Events and activities, and who could plan, Strategise and execute events for DoT or in National/States as well as International level events.

- A.** The period/validity of empanelment will be till the period/ validity of previous empanelment of EMA's, i.e., 11th Jan, 2025. Which can be extended yearly for a maximum of three years on basis of their satisfactory performance.
- B.** New/Other Event Management agency (EMA) who fulfil eligibility criteria in this RFP can apply for empanelment with DoT.
- C.** DoT can review the performance of empanelled Event Management agencies time to time and on basis of the review can shortlist the empanelled list.
- D.** Event Management agencies who applied for empanelment and found eligible at the time of review be empanel for two years from terms and condition of empanelment are complied by such agencies.

Now DoT is issuing'/floating Request for proposal for empanelment of Events Management Agencies for above said purpose.

- #### **iii. Broad Scope of Work and Services:** 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. 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:

- 3.1. The selected Event Management Agencies will, Inter alia, be responsible for Organizing Shows/Events/ Conferences/ Meetings/ Exhibitions/ Road Shows, whose scope shall include Event Management, Suggesting & advising on Participations, Conceptualizing of Events, Designing, Branding, Execution of works and Complete Event Management **on turnkey basis** at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience, material etc.

- 3.2. To plan the strategy & way forward for the participation in any events decided by DoT.
- 3.3. To plan, organize, and participation in State level/national level and international level tourism related Events/ Expo/Marts/Road shows after discussion with DoT officials concerned.
- 3.4. To create entire Setup at Pavilions/Venue Ground/ as per events requirement and later dismantling of the stalls.
- 3.5. To carry out all the activities required for successful implementation of all national/international level events including pre- event activities, activities during the event and activities after the event, which shall include but not limited to the following activities:
- 3.6. Conceptualize, design, develop, execute, manage and operationalize a plan for the respective events along with timelines including erection and installation of Pavilion/Stages in coordination with the Media, Creative & Promotion Agency or any other agencies as directed/identified by the DoT.
- 3.7. Handle all Logistics such as air tickets, Visa processing, Accommodations, Passes to Venue, transportation to and fro Venue, and other activities, as directed by DoT official, required for the successful participation/organizing the Events.
- 3.8. Hardware and Software Logistics, Anchors if required, Mike & sound system as and when required and other logistics required for the successful implementation of any events.
- 3.9. To Identify and arrange the Sponsorship for the Events organised by DoT.
- 3.10. Management of Media and PR.
- 3.11. Organize photography, videography and interviews with Hon-ble Representative of State and other senior officers with the domestic & international media, print, electronic and other social media, whoever required.
- 3.12. Publishing Promotional Materials, Key Notes etc.
- 3.13. Selected Agency should be able to execute the work on short notice or as per DoT requirement.
- 3.14. Agency must be able to co-ordinate with different departments/ civic agencies of State and Central Government agencies to take requisite permissions to organize or participate in any event. The agency shall be responsible for obtaining all licenses and permits required from respective agencies and shall also be responsible for fees associated with obtaining the necessary licenses and permits.
- 3.15. The Agency would be responsible for the payments arising out any Third-party claims.

4) EVENT MANAGEMENT AGENCY:

Events Management Agencies (EMAs) shall be responsible for organizing and managing events from conception stage to completion stage on **turnkey basis** ensuring that everything runs smoothly, to the world-class standards and in full compliance with the government directions and regulations. To manage every activity, from Micro Level to Macro Level, of the ceremony, Dias Management, background Management, Light & Sound Management, Support Staff & Crew Member Management, Catering, Sanitation, Logistics and Transportation, VVIPs Protocol Management, arranging sponsors, along with the entire set of equipment material, decoration, complete venue preparation, etc. Engaging Celebrities as and when required.

Infrastructure: Keeping the Theme of the Events in mind and to keep long lasting memorable effect on Visitor/Participants all the Infrastructure must be planned, designed and implemented. Kindly note DoT will only identify Venue on “as is where is” basis, EMA have to prepare it as per Event.

Pre-Event Temporary Infrastructure

- Booking of venue.
- Halls, Shamianas, Dais, Pathways, Welcome gates (Separate Gates for VVIPs and General Visitors/Participants), Banners, Backdrop, Utilities, conveniences, etc.
- Multi layered performance stages with appropriate lighting for cultural events.
- Theme Based Stage preparation.
- Decorations of welcome gate, Venues and Stage as per Client requirements.
- Provision of tables & chairs.
- Control room with seating for persons with tables, computers with an internet connection, printer, photocopy machine, telephone etc.
- Construction of stalls of given sizes erected with optimum panels, open stall on raised platform with fascia for depicting the stalls theme on vinyl stickers, with provision of floor carpeting with different color carpets.
- Providing spot lights.
- Providing power plug point.
- Fixing of posters on the panel or stand-alone panel. k. Providing and fixing LED TV along with DVD player or laptops and its attendant.
- Identifying appropriate Space and placing of Tag Lines/LOGO/Branding.
- Media Gallery,
- Security Masking as per Requirements.
- Management of Parking.
- Pre-Event Cleaning of Venue
- Arrangement Drinking Water for Dignitaries- Water Bottle etc.
- Arrangement of Drinking Water for Visitor-Arrangement of electric Water Cooler and Making sure on water Supply.
- 100% Power Backup Plan to run Entire lighting system, Whole Air conditioning System, laser Lighting System, and other fireworks system (where ever Electricity be required during the Entire show and Entire Venue.
- Required Number of Comfortable Sofas, Chair/Table/Covers
- User Friendly pedestrian e.g. for Old Age People, Wheel Chair Access.
- Fire Safety Backup Plan & Arrangement of Entire System
- Stage Preparation:
 - Design & Decoration. Colored Theme Selection
 - Stage Light and Background Video Screens/Other Video Screen onGround
 - Standees/backdrops design and Printing
 - Dias along with system of Speech
 - Live relay system on Back-ground Screen/Other Video Screen onGround;
 - Proper Arrangement of Live Relay on TV through Media Partner
- Over all Security Arrangement with Coordination of concern Department
- Arrangement of Refreshment Area in and around Parking/or Other Relevant Area. (This may be on Self Paid Basis)

- Arrangement of Dustbins and Placing at appropriate Place / Toiletries & Their Management & Cleaning.
- Power backup for preparation of Entire Venue. (DoT/Client will not provide any Power back up, if used it will be chargeable from Event Management Agency (EMA) as per applicable rate).
- Power backup system/Generator etc should be with silencer & It should be least polluter.
- All Apparatus/ Instruments/Hardware to prepare the Events Venue must be arranged through EMA. Client/ DoT will not arrange/provide Hardware/Apparatus/Instruments.
- EMA will have to arrange Meals/Transportation/Safety & Security apparatus/Instrument for their Human Resources/Crew members.
- EMA has to arrange All the Required Permission to prepare the Venue for O&C Ceremony.
- Any other work related to event as assigned by DoT.

Hardware/Software/Technical Support – (Below Lists is not exhaustive)

- Logistics and Transportation to the Venue
- Computer/Laptops/Printer/scanner/ Charging Points/ Charging Cords/ Charging Systems/ Power Plucks/
- High Speed Internet throughout the Programme
- Technical Support System (Technician) to run all Technical/Electrical/Electronic Equipment.
- All Kind of Mic Cordless mic/Collar mic or any other type of mic to run the Overall Programme.
- Dice with complete Technical system and Lesser Pointer for Presentation
- A/V System with Live Relay System
- Videos Screens-in Background/Large Video Screens.
- Camera for Still Photography & Videography with camera Person.
- Transport of Logistic to and from Venue.
- Transport Arrangement for Celebrities/Artist/Performers/ and other Crew Member-Who so ever be involve in Arrangement/Preparation of Venue?
- Passes Designing and Printing for Media & Other Concern/Crew Members (Passes should be categorized as Technical/Ushers/Media etc).
- Transport Management System around Venues with Coordination of Concern Government Dept in Order to Smooth Functioning of Regular Transport system.
- To Arrange 100% power Backup required for the Pre-Event Arrangement/Preparation, During Actual Event and Post Event requirements.

Ideas/Soft Skills/Human Resource/Other.

- Providing Innovative Idea for “Official Inaugural of Events”
- Ideas on PR/Media Management/
- New Ideas to Create “Buzz”
- Designing of Logo and Designing Tag Lines for Particular Event
- Manpower (All Should be Having Badges & Passes).
 - a. Anchors (M/F)-A good Orator/ Story Teller/ In Hindi & English.
 - b. Ushers at Stage
 - c. Ushers to guide Guest to Seating Area

- d. Photography/Videography
- e. Scanning System of Entry Passes
- f. Crowded Management System- Visitors
- g. Client may ask to Increase or Decrease USHERS/ANCHORS as per requirements.

- Designing & Printing of Leaflets/Standees/Flyers/
- Designing and Printing of **Car Passes/Busses/Bike for All Entrants to Venue**
- Designing and Printing and Preparing of Delegates KIT/Bag with Pen-writing Pad-Marker-all with Event LOGO.

Hospitality:

- Invitation Cards Designing and Distribution with client Consultation
- Assistance in Inviting People Dignitaries (Advised by the Client).
- Welcoming GUEST as per Protocol-Flower Bouquet
- Catering at the venue, for the delegates, VIPs etc.
- Drinking water at pavilion- Dispensers with disposable glasses.
- Purchase of consumables
- Travelling, Boarding, Logging (TBL) Badges/Memento/Name Plates

Post Event:

- Dismantling of Structure and Setup.
- Cleaning of Event Venue within the given time frame by Venue Owner. DoT will not be responsible to extend the time limit to dismantling the structure.
- Waste Garbage material Should be removed completely. If it is not done, Venue owner will do the same and will charge with EMA.
- Submitting the Project report to DoT.
- Providing Video and Audio Recording (Edited & Non-Edited)

Promotion: Promotion and publicity of the event

- Including presser, curtain raiser, hoardings, print and electronic ads, souvenirs, brochures, kit bags, stationary items, flyers and other publicity and incidental materials. Printing and issuing invitation cards, tickets etc.
- Photography, videography and documentation

Manpower: Provision of temporary manpower like bearers, waiters, cooks, anchors, hosts and hostess, guides, technicians, security person, cleaning personnel, etc.

Sponsorship:

- Sponsorship for Branding at Backdrop/VVIPs Gallery/ Media Gallery/VisitorGallery/ Video Screen.
- Broadcast Deal for OTTs wherever required.

BACK-END SUPPORT: Single point of Contract (SPOCs) for Technical Support-Dedicated Venue Manager/Event Manager from Pre-Event period to final report submission.

5) Eligibility Criteria for empanelment of Agencies.

5.1. Category '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 a sole proprietorship firm registered under the Proprietorship Act, 1908 or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

If the Applicant is:

- 5.1.1. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- 5.1.2. A sole proprietorship firm and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST or IT returns for the last three financial years preceding the Application Due Date as a proof of identity.
- 5.1.3. 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.
- 5.1.4. Five years of experience in the field of Event Management. Relevant documents to be attached.
- 5.1.5. **Financial Criteria:** Average Turnover of similar business i.e. work of event management **Rupees Five crore** in last five years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 (the "Financial Capacity"). A certificate from Statutory Auditor is required.
- 5.1.6. **Technical Criteria:** The agency should have organized at least five National level/state level events viz. Shows, events, exhibitions, festivals, trade fairs, Meeting, Conferences, Summits or Road Show etc. of minimum **50 lakh** each in the last five Financial years i.e., 2018-19, 2019-20, 2020- 21, 2021-22 and 2022-23.
- 5.1.7. The agency must be registered in India and must be having GST Registration in India.
- 5.1.8. Event management Agency Should submit an undertaking to open a fully functional office in Ranchi, Jharkhand after Empanelment.
- 5.1.9. The applicant must have at least 15 skilled manpower specializing in executing the various activities in the defined scope of work.
- 5.1.10. Applicant shouldn't have been neither blacklisted or debarred or terminated during last three years by any Government PSUs/Department nor involve in any legal conflict with Government PSUs or Departments.
- 5.1.11. EMD of Rs. 2,50,000/- to be deposited in favor of Director, Directorate of Tourism (DoT) in the form of Account payee demand draft, Banker's cheque or Bank Guarantee from any commercial Banks or payment online in an acceptable form.
- 5.1.12. EMD shall be valid for 45 days beyond the bid validity period.
- 5.1.13. EMD exemption for MSE and startups, as per Government rules.

5.2. Category 'B'

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 a sole proprietorship firm registered under the Proprietorship Act, 1908

or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

If the Applicant is:

- 5.2.1. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- 5.2.2. A sole proprietorship firm and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST or IT returns for the last three financial years preceding the Application Due Date as a proof of identity.
- 5.2.3. 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.
- 5.2.4. Five years of experience in the field of Event Management. Relevant documents to be attached.
- 5.2.5. **Financial Criteria:** Average Turnover of similar business i.e. work of event management Rupees Eighty Lakh in last five years i.e. 2018-19, 2019-20, 2020- 21, 2021-22 and 2022-23 (the "Financial Capacity"). A certificate from Statutory Auditor is required.
- 5.2.6. **Technical Criteria:** The agency should have organized at least three National/State level events viz. road shows, events, exhibitions, festivals, trade fairs, Meeting, Conferences or Submit etc. of minimum **Rupees Ten lakh Only each** in last five financial years i.e., 2018-19, 2019-20, 2020- 21, 2021-22 and 2022-23.
- 5.2.7. The agency must be registered in India and must be having GST Registration in India.
- 5.2.8. Event management Agency Should submit an undertaking to open a fully functional office in Ranchi, Jharkhand after Empanelment.
- 5.2.9. The applicant must have at least 10 skilled manpower specializing in executing the various activities in the defined scope of work. A declaration from HR will be required.
- 5.2.10. Applicant shouldn't have been neither blacklisted or debarred or terminated during last 3 years by any Government PSUs/Department nor involve in any legal conflict with Government PSUs or Departments.
- 5.2.11. EMD of Rs. 1,00,000/- to be deposited in favour of Director, Directorate of Tourism (DoT) in the form of Account payee demand draft, Banker's cheque or Bank Guarantee from any commercial Banks.
- 5.2.12. EMD shall be valid for 45 days beyond the bid validity period.
- 5.2.13. EMD exemption for MSE and startups, as per Government rules.

6) Submission of Documents :

- 6.1. Financial Statement and turnover certificate for the last five years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (the "Financial Capacity"). A certificate from CA is required with UDIN and signatures.
- 6.2. Copy of Goods & Service Tax Registration Certificate of the entity.
- 6.3. The list of technically qualified and competent professionals on rolls with Agency's Office along with their qualification and experience. Duly vetted by HR department/Director/Partner/ Proprietor.

- 6.4. List of important clients along with performance report from at least two clients during last 3 years – supporting documents with reference to the experience clause i.e., job order and performance report certified by client to be attached.
- 6.5. Details of ownership and organization structure of the agency. All the statutory documents are to be attached.
- 6.6. The tenderer should submit an undertaking cum affidavit with the technical bid that he or his firm has not been blacklisted by any of the organization / government department as on the date of submission of the bid.
- 6.7. Earnest Money Deposit (EMD-refundable) of Rs. 2,50,000/- for Category ‘A’, and Rs. 1,00,000/- for Category ‘B’ to be deposit in favour of Director, Directorate of Tourism (DoT) in the form of Account payee demand draft, Banker’s cheque or Bank Guarantee from any commercial Banks.
- 6.8. Duly filled, signed & stamped Annexure – I.
- 6.9. Proof of continuous & regular existence for the last five years.
- 6.10. Proof of experience/work orders as required in eligibility criteria and technical proposal.
- 6.11. Copy of Income Tax Return (ITR) acknowledgements of last fiveyears.
- 6.12. Company/Firm Registration details with certificates.
- 6.13. A corporate Profile of the agency.
- 6.14. List of major campaigns run by the Agency.
- 6.15. Any other document required in support of eligibility criteria.

7. Terms & Condition:

- 1) Though adequate care has been taken in the preparation of this RFP Document, the applicant should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the DoT immediately before the proposed due date. If no intimation is received by the DoT within the date, it shall be deemed that the party is satisfied with the RFP Document and the document is complete in all respects.
- 2) The RFP Document is neither an agreement and nor an offer by the DoT to the prospective applicant or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.
- 3) The RFP Document may include statements, which reflect various assumptions and assessments by the DoT in relation to the requirement. Such assumptions, assessments and statement do not purpose to contain all the information that each applicant may require. The RFP document may not be appropriate for all persons, and it is not possible for DoT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or use the RFP Document. The assumptions, assessments, statement and information contained in the RFP Document, may not be complete, accurate, adequate or correct, each applicant should, therefore, conduct its own investigations and assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.
- 4) Directorate of Tourism, Jharkhand, its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or

suffered on account of anything contained in the RFP Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP Document or arising in any way in this Selection Process.

- 5) DoT also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any applicant upon the statements contained in the RFP Document. DoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP Document which will be posted on the e-procurement site of DoT. It will be the responsibility of the interested bidders to keep themselves informed about the same.
- 6) The issue of this RFP Document does not imply that DoT is bound to select a Successful applicant for the project/Events and DoT reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
- 7) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoT or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will be with Bidder and DoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.
- 8) RFP bidding doesn't automatically qualify to empanel the Agencies.
- 9) Agencies in 'B' category will be eligible to participate in event & cost upto 01 crore only.
- 10) DoT reserve the right to cancel or amend the RFP fully or partially.
- 11) The above scope of work will vary and depend on the requirement of the Events/Shows/Exhibitions/Roadshows/Meetings/Submit etc & venue of exhibition. The detailed scope of work will be indicated in RFP to be floated for actual events.
- 12) EMD at the time of RFP will be separate from EMD at the time of Tenders of Actual Events and it will be as per Government regulations.
- 13) All the documents submitted must be in English. Cost of documentation will be born by Applicants.
- 14) **Number of Proposals:** No Applicant or its Associate shall submit more than one Application for Empanelment. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 15) The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to the last date of submission of proposal. No proposal shall be modified, substituted, or withdrawn by the applicant on or after the last date of submission of proposal.
- 16) The applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the selection process including subsequent negotiation, visits to the DoT, if required. DoT/ Its Staff/Advisors will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 17) In case of events related to Govt. of Jharkhand. payment will be released after successful completion of event & receipt of funds from client Deptt.

- 18) DoT will have the right to reject any or all Proposals.
- 19) Empanelled bidder to ensure regular participation in bids to be called for events by DOT, failing to participate in 03 consecutive events, EMD will be forfeited and company may be blacklisted by DoT.
- 20) Earnest Money Deposit (EMD-refundable) of Rs.2,50,000/- for Category 'A', and Rs. 1,00,000/- for Category 'B' to be deposit in favour of Director, Directorate of Tourism, Jharkhand (DoT) in the form of Account payee demand draft, Banker's cheque or Bank Guarantee from any commercial Banks.
- 21) Notwithstanding anything contained in this RFP, the DoT reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Misrepresentation / improper response by the applicant may lead to the disqualification of the applicant.
- 22) Empanelment of agencies shall be done on the basic of criteria enumerated in the RFP and different terms and conditions stated.
- 23) Copies of service tax registration and GST should be enclosed.
- 24) RFP form shall be filled in ink or typed. No RFP filled in pencil shall be considered. The bidder shall sign the RFP form at each page and at the end in token of acceptance of all the terms and conditions of the RFP.
- 25) Direct or indirect canvassing on the part of the RFP or his representative will be a disqualification.
- 26) No interest shall be payable on earnest money deposited with the department.
- 27) The EMD of unsuccessful applicants will be returned without interest and of successful applicants will be converted into Performances Guarantee.
- 28) There will be relaxation for startup firms in respective of turnover and experience as per Government rules.
- 29) **Forfeiture:** Security deposit shall be forfeited in following cases:
 - Agency withdraws or modifies the offer after opening of Application form but before acceptance of tender.
 - Agency does not execute the agreement after acceptance of tender, within the specified time.
 - Agency fails to appear regularly in 03 consecutive limited tenders upto the tender's stage of Power Point Presentation (PPT), when called by DoT.
 - Agency commits a breach of the terms and conditions of the agreement for conducting the event.
- 30) **Dispute Resolution/Arbitration :**

Any claim, dispute or difference relating to or arising out of this contract/ tender shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Jharkhand High Court Ranchi, will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceeding. The seat and venue of arbitration shall be Ranchi. The arbitration award shall be final and binding on the parties”.

31) Force Majeure

Definition:

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, epidemic, pandemics, water logging, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. **Force Majeure shall not include** (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-EMCs or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or inability to make any payment/BG required hereunder.

- i. **No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- ii. **Measures to be Taken:**
 - a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - c. In Case of Force Majeure, if possible and instructed by DoT, EMA has to perform the services within 60 Days or as per written agreement with the Client/DoT.
 - d. In Case of Force Majeure, DoT, or Its Client will not be liable to pay any expenditure incurred on the any arrangement for Services/Task/activities/Events. Notwithstanding anything contained herein, if the Event is cancelled due to the reason of subsistence of Force Majeure, DoT, shall in no way or nature be liable for any costs incurred by the EMA/EMC/EMCs for such cancellation and the cost shall be borne solely by the EMC/EMA/EMCs. If in case the Event is cancelled due to administrative reasons attributable to DoT, the EMC/EMA shall only be paid on actual losses suffered by it till that point in time and in no way shall be liable to receive any amount in the nature of damages.

- e. The Agency or DoT shall not be liable for delays in performing its obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time at the sole discretion of DoT.
- f. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled.
- g. If after a period of three (3) days the force majeure has not ceased, the EMAs shall meet with DoT Authorized Officials in good faith where they have not already met earlier, to discuss the situation and Endeavour to achieve a mutually satisfactory resolution to the problem.
- h. If the force Majeure continues for a period beyond two months and no mutually satisfactory resolution is possible then the DoT shall have the right to terminate this engagement in writing.

32) Termination :-

By the “Employer”: The “DoT” may terminate this empanelment of EMA in case of the occurrence of any of the events.

- a) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - b) If the EMA, on due investigation and in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - c) If the EMA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
 - d) If the EMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
 - e) If the EMA fails to provide the quality services is in breach of any of the terms and conditions as envisaged under this Tender. The Employer may review at its discretion and if it so decide to give one chance to the EMA/EMC to improve the quality of the services.
 - f) If, as the result of Force Majeure, the EMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - g) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- **Confidentiality:** Bidder/contractor shall keep all the knowledge and information (which is not within the public domain), which may be acquired during the carrying out of this assignment, strictly confidential for all times and purposes. All documents or software submitted by the bidder in the performance of the services shall become and remain the property of DoT.
 - **Settlement of Dispute and Arbitration:** Except as otherwise provided else where in the contract, if any dispute, difference, question or disagreement arises between the parties here to or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contractor breach there of which parties are unable to settle mutually, the same shall be referred to courts of Jharkhand.

- **Indemnification:** The Event Management Companies agrees to indemnify and hold the DoT harmless from and against any and all costs, losses or expenses, including reasonable attorneys’ fees, that the DoT may incur by reason of any third-party claim or suit arising out of or in connection with company’s failure to perform pursuant to this contract , as well as the negligence, gross negligence, or intentional misconduct of Organizer, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.
- **Governing Laws and Jurisdiction of Contract:** The laws applicable to the contract shall be the laws in force in India. The courts of Jharkhand shall have exclusive jurisdiction in all matters arising out of or relating to the contract.

33) In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the EMA/EMC.

Description:

- DoT: Directorate of Tourism, Government of Jharkhand.
- EMA: Events Management Agency
- Events: Events means any events/Conference/Meetings/Travel or Tourism Exhibitions/Travel Road Shows/ Tourism Symposium/Sports events decided by DoT.

I/We have carefully gone through / understood all above terms and conditions and I /We shall be binding to the above terms and conditions.

| | |
|---------------------|--|
| | Signature of the Bidder _____ |
| | Name of the Bidder _____ |
| | Complete Address _____ _____ |
| Company Seal | Mobile No. _____ |
| | Date _____ |

Annexure-I

**To be duly filled, signed & stamped by the Applicant,
Application form for empanelment of Event Management**

| | |
|---|--|
| Name of the Company | |
| Address | |
| Telephone Nos. | |
| e. Mail | |
| Year of Establishment | |
| Fax No. | |
| Type of Company <ul style="list-style-type: none">❖ Multinational❖ Partnership❖ Limited Company❖ Franchisee❖ Other (Please Specify) | |
| Contract Executive(s) Name (Office) Designation Telephone Nos. (Mobile) E-mail | |
| Name of the Promoter/Proprietor | |
| Parent Company, if any, Please attach document(s) | |
| Details of the major events undertaken in last three years | |

| | |
|---|---------------|
| Details of the major Government events undertaken in last three years | |
| Details of the International Events, if any | |
| Are you on the panel of any Government Agency, if yes, submit evidence | |
| Date of establishment of the Applicant Business | |
| Whether Income Tax Payee/if so, Income Tax Authority with whom assessed and the Income Tax Number | Yes/No |
| Good & service Tax Registration/VAT/Service Tax No. Certificate , details (Please attach a copy) | |
| Name of the bankers with A/C number including details of credit worthiness/credit limit | |
| Details of the Annual Accounts for last three years (enclose balance sheet) | |
| Any other information (attach documentary evidence pertaining to all the points above) | |

I/We, hereby declare that :

- a) I/We have read and understood the system of empanelment.
- b) I/We have read and understood the terms & conditions governing the empanelment; and
- c) I/We agree to be bound by the same.
- d) That I/We understand that in case of any of the above information is found to be incorrect, DoT may reject the application or revoke the empanelment at any time, without giving any notice.
- e) The submission of the application does not guarantee automatic empanelment.

The address given below is the postal/communication address in which all the messages/documents, which may be addressed/ sent to us.

Signature of the Bidder _____

Name of the Bidder _____

Complete Address _____

Company Seal

Mobile No. _____

Date _____