

#### Delhi Tourism & Transportation Development Corporation Ltd. 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024

### Request for proposal (RFP)

For Empanelment of Event Management Agencies



## Delhi Tourism & Transportation Development Corporation Ltd. 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024

#### 1. Disclaimer

- 1.1 Request for proposal for Empanelment of Event Management Agencies for executing activities mentioned in Point iii (3.1 to 3.6) in this document.
- 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. immediately before the proposed due date. If no intimation is received by the Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd., it's 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. Delhi Tourism & Transportation Development Corporation Ltd. does not accepts any responsibility for accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 1.6 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 GNCTD. 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 Delhi Tourism & Transportation Development Corporation Ltd. is bound to select a Successful Bidder for the project and Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and Delhi Tourism & Transportation Development Corporation Ltd. 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.



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#### 2. <u>Bidding Schedule:</u>

S. No	Activity	Date & Time
1.	Date of Publishing and Downloading of E-tender	07.09.2022
2.	Pre-bid Meeting at DTTDC H.Q.  Address: 18-A DDA, SCO Compex, Defence Colony, New Delhi-24.	20.09.2022 at 11:30 a.m.
3.	Last Date of Receiving Pre-Bid Queries	21.09.2022 upto 05:00 p.m.
4.	DTTDC response to queries latest by	26.09.2022 upto 03:00 p.m.
5.	Last Date of submission of Bid	30.09.2022 upto 05:00 p.m.
6.	Opening of Technical Bid	03.10.2022 at 04:00 p.m.

#### **Contact Details:**

Shri Vikram Paul, Dy. Manager (Events). **Mobile No.: 99111 75058.** 

Email: eventsdelhitourism@gmail.com



## Delhi Tourism & Transportation Development Corporation Ltd. 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024

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

#### i. DTTDC.

Delhi Tourism and Transportation Development Corporation, an undertaking of the Government of National Capital Territory of Delhi, was incorporated in 1975 to promote tourism in Delhi. DTTDC has been set up by the Govt. of Delhi for promotion of Tourism in and around Delhi. DTTDC has been pioneer in the organization of major fairs & festivals being organized in collaboration with Govt. of Delhi and Government of India. Some of the major festivals being organized regularly by DTTDC are Garden Tourism Festival; Mango Festival; Kite Festival; Magic Festival etc.

In addition to these festivals, DTTDC has been organizing regular festivals at its various projects like Dilli Haat, INA; Dilli Haat, Pitampura; Dilli Haat, JanakPuri and Garden of Five Senses. Delhi Tourism has also organized a number of events and festivals on behalf of Govt. of Delhi and Govt. of India and some of these festivals were sports-based events. DTTDC 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 Delhi as a preferred tourist hub, DTTDC plans, executes and participates in several Events/ Symposiums/ Conferences/Events & Exhibitions at state level, National Level and International Level. DTTDC 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 DTTDC or on request of Departments of GNCTD etc. in National/States as well as International level events.

- **A.** The period/ validity of empanelment will be for two years from the date of empanelment i.e. date of signing/execute agreement/MOU, subject to periodical (six monthly) review of their performance. Periodic Review will be done in January and July every year.
- **B.** From January 2023 new/other Event Management agency (EMA) who fulfil eligibility criteria in this RFP can apply for empanelment WITH DTTDC. This periodic empanelment will happen after every six months.
- C. 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.
- **D.** Agencies whose term of empanelment is expiring can apply for reempanelment before next review.

Now DTTDC 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 DTTDC.
  - **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 DTTDC 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:
    - 3.5.1) 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 DTTDC.
    - **3.5.2)** Handle all Logistics such as air tickets, Visa processing, Accommodations, Passes to Venue, transportation to and fro Venue, and other activities, as directed by DTTDC official, required for the successful participation/organizing the Events.
    - 3.5.3) 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.
    - **3.5.4)** To Identify and arrange the Sponsorship for the Events organised by DTTDC.
    - **3.5.5)** Management of Media and PR.

- **3.5.6)** 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.
- **3.6)** Publishing Promotional Materials, Key Notes etc.
  - **3.6.1)** Selected Agency should be able to execute the work on short notice or as per DTTDC requirement.
  - 3.6.2) Agency must be able to co-ordinate with different departments/ civic agencies of GNCTD/DTTDC 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.
  - **3.6.3)** 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.

**4.1) 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 CLIENT/DTTDC will only identify Venue on "as is where is" basis, EMA have to prepare it as per Event.

#### 4.1.1) 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 on Ground
- > Standees/backdrops design and Printing
- ➤ Dias along with system of Speech
- ➤ Live relay system on Back-ground Screen/Other Video Screen on Ground;
- ➤ 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. (DTTDC/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/DTTDC will not be 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 DTTDC.

#### **4.1.2)** 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.

#### 4.1.3) 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.** Crowed Management System- Visitors
  - **g.** Client may ask to Increase of 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.

#### 4.1.4) 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

#### 4.2) Post Event:

- Dismantling of Structure and Setup.
- Cleaning of Event Venue within the given time frame by Venue Owner.
   DTTDC 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 DTTDC.
- Providing Video and Audio Recording (Edited & Non-Edited)

#### **4.3) 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
- **4.4) Manpower:** Provision of temporary manpower like bearers, waiters, cooks, anchors, hosts and hostess, guides, technicians, security person, cleaning personnel, etc.

#### 4.5) Sponsorship:

- Sponsorship for Branding at Backdrop/VVIPs Gallery/ Media Gallery/Visitor Gallery/ Video Screen.
- Broadcast Deal for OTTs wherever required.
- **4.6) 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:

- **I.** A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- II. 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.
- 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.** Five years of experience in the field of Event Management. Relevant documents to be attached.
- V. Financial Criteria: Average Turnover of similar business i.e. work of event management **Rupees five crore** in last five years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (the "Financial Capacity"). A certificate from Statutory Auditor is required.
- VI. 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 Shows etc. of minimum 50 lakh each in the last five Financial years i.e., 2017-18 2018-19, 2019-20, 2020-21 and 2021-22.
- VII. The agency must be registered in India and must be having GST Registration in India.
- **VIII.** Event Management Agency should have fully functional office in Delhi NCR. Documented proof be required.
  - **IX.** The applicant must have at least 15 skilled manpower specializing in executing the various activities in the defined scope of work.
  - X. 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.
  - XI. EMD of Rs. 2,50,000/- to be deposited in favour of Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) in the form of Insurance security Bond, Account payee demand draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any commercial Banks or payment online in an acceptable form.

- **XII.** EMD shall be valid for 45 days beyond the bid validity period.
- **XIII.** 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:

- **I.** A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- II. 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.
- 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.** Five years of experience in the field of Event Management. Relevant documents to be attached.
- V. Financial Criteria: Average Turnover of similar business i.e. work of event management Rupees one crores in last five years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (the "Financial Capacity"). A certificate from Statutory Auditor is required.
- VI. 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., 2017-18 2018-19, 2019-20, 2020- 21 and 2021-22.
- VII. The agency must be registered in India and must be having GST Registration in India.
- **VIII.** Agency should have fully functional office in Delhi NCR. Documented proof be required.
  - **IX.** 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.
  - **X.** 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.

- XIV. EMD of Rs. 1,00,000/- to be deposited in favour of Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) in the form of Insurance security Bond, Account payee demand draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any commercial Banks or payment online in an acceptable form.
- XV. EMD shall be valid for 45 days beyond the bid validity period.
- **XVI.** EMD exemption for MSE and startups, as per Government rules.

#### 6. Submission of documents (List of documents to be submitted online).

- **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 Delhi 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 Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) in the form of Insurance security Bond, Account payee demand draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any commercial Banks or payment online in an acceptable form.

- 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 five years.
- **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 Delhi Tourism & Transportation Development Corporation Ltd. immediately before the proposed due date. If no intimation is received by the Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd., 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) Delhi Tourism & Transportation Development Corporation Ltd, 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) Delhi Tourism & Transportation Development Corporation Ltd. 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. DTTDC 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 GNCTD/DTTDC. It will be the responsibility of the interested bidders to keep themselves informed about the same.

- Transportation Development Corporation Ltd. is bound to select a Successful applicant for the project/Events and Delhi Tourism & Transportation Development Corporation Ltd. 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 Delhi Tourism & Transportation Development Corporation Ltd. or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will be with Bidder and Delhi Tourism & Transportation Development Corporation Ltd. 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.** DTTDC 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 DTTDC, if required. DTTDC/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 client Deptt. Of Govt. of NCTD, payment will be released after successful completion of event & receipt of funds from client Deptt.
- **18.** DTTDC 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 DTTDC, failing to participate in 03 consecutive events, EMD will be forfeited and company may be blacklisted by DTTDC.
- **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 Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) in the form of Insurance security Bond, Account payee demand draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any commercial Banks or payment online in an acceptable form.
- 21. Notwithstanding anything contained in this RFP, the DTTDC 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, with in the specified time.
  - Agency fails to appear regularly in 03 consecutive limited tenders up to the tender's stage of Power Point Presentation (PPT), when called by DTTDC.
  - 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. Delhi International Arbitration Centre, 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 New Delhi. The arbitration award shall be final and binding on the parties".

#### 31. Force Majeure

#### 32.1 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.

### 32.2. 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 DTTDC EMA has to perform the services withing 60 Days or as per written agreement with the Client/DTTDC.
- d. In Case of Force Majeure, DTTDC/ GNCTD or Its Client will not be liable to any any expenditure incurred on the arrangement Services/Task/activities/Events. Notwithstanding anything contained herein, if the Event is cancelled due to the reason of subsistence of Force Majeure, DTTDC/GNTDC 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 DTTDC, 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 DTTDC shall not be liable for delays inperforming 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 DTTDC.
- 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 DTTDC 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 DTTDC shall have the right to terminate this engagement in writing.

#### 32. Termination:

- **33.1 By the "Employer":** The "DTTDC" 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 DTTDC.
- 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 New Delhi.

- o **Indemnification:** The Event Management Companies agrees to indemnify and hold the DTTDC harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the DTTDC 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.
- O Governing Laws and Jurisdiction of Contract: The laws applicable to the contract shall be the laws in force in India. The courts of New Delhi 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:**

- DTTDC: Delhi Tourism & Transportation Development Corporation.
- GNCTD: Government of National Capital Territory Delhi.
- EM
- as: Events Management Agency
- Events: Events means any events/Conference/Meetings/Travel or Tourism Exhibitions/Travel Road Shows/ Tourism Symposium decided by DTTDC/GNCTD.

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	
Company Seal	Complete Address	
Company Scar	Mobile No.	
	Date	



# Delhi Tourism & Transportation Development Corporation Ltd. 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024

To be duly filled, signed & stamped by the Applicant,

#### **Application form for empanelment of Event Management**

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, DTTDC 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	
	<b>Complete Address</b>	
Company Seal	Mobile No.	
	Date	