



**Request for Proposal (RFP) for
Empanelment of Event Management Agencies with
Department of Tourism, Government of Bihar**



Department of Tourism, Government of Bihar,
Old Secretariat, Patna-800015

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DISCLAIMER

While this Request for Proposal document (“RFP”) has been prepared in good faith, neither Department of Tourism (DOT) nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

DOT may modify, amend, reject, or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. DOT reserves the right to waive any irregularity in the proposal (RFP) and DOT makes it clear that the RFP is not an offer/ Agreement.

Neither DOT nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by DOT or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.

DOT is not bound to accept any or all the Proposals. DOT reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against DOT or its officers, employees, successors, or assignees for rejection of their bid. The RFP submitted by the bidder will be the property of DOT.

Glossary

Abbreviation/ Terms	Details
Authorized Signatory	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security/ Earnest Money Deposit (EMD)	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Tender Fee/ Cost of Bid document	Cost of EOI document non-refundable in nature
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, Department of Tourism in this bidding document.
Contract	"Contract" means a legally enforceable agreement entered between the Procuring entity and the selected bidder(s) with mutual obligations.
LD	Liquidated Damages
LoI	Letter of Intent
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Period	The project duration as per the RFP and the contract agreement
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. DoT in this BID document.

Abbreviation/ Terms	Details
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
State Government	Government of Bihar (GoB)
GST	Goods and Service Tax
WO/ PO	Work Order/ Purchase Order
Selected Agency/ Selected Bidder/ Service Provider	Agency selected for award of project
DoT/ "Authority"	Department of Tourism, Government of Bihar
Last 5 Years	Refer to the previous 5 years from the date of submission of bids

FACT SHEET

Activity	Scheduled Date
Non-refundable cost of RFP document	INR 5000/- (INR Five Thousand Only)
Earnest Money Deposit (EMD)	INR 100000/- (INR One Lakh only)
Last date for submission of queries	17/05/2022; 11:00 AM
Pre bid meeting	Date and Time: 17-05-2022; 03:00 PM Place: Directorate of Tourism, 1 st Floor, B Block, Extension Bhawan, Main Secretariat, Patna 800015
Last date of submission of Proposal by Bidders	02-06-2022; 3:00 PM
Date and time for opening of General cum Technical bids	02-06-2022; 4:00 PM
Technical Presentation	Date to be decided
Finalization of List of empanelled agencies	Date to be decided
Address for Bid Submission	Director Tourism Government of Bihar, Old Secretariat. Patna-800015 email - directortourismbihar@gmail.com Tel.- +91-612-2217045
Website	www.tourism.bihar.gov.in

1. BACKGROUND

Department of Tourism, Government of Bihar is responsible for promoting tourism in Bihar. Bihar Tourism since its inception has been working towards the development and promotion of tourism in the State. Government of Bihar in its endeavor to promote tourism has identified Tourism as one of the priority sectors for development in the state.

Bihar has been home to cultural heritage of Hinduism, Buddhism, Jainism, and Islam. Innumerable monuments, exquisitely carved temples and stupas are dotted all over the State. The natural beauty of Bihar is equally varied. Consisting largely of a plateau, the State has everything. Spectacular mountain ranges, meandering rivers and miles of dense forests. But perhaps the best part about Bihar is its accessibility. It is equally close to major tourist destinations from the North, South, East and West.

The State attracts substantial number of foreign and domestic tourists every year. Department of Tourism (DOT) intends to promote the state as a round-the-year tourist destination by participating in various tourism related events in India and overseas and promoting its rich cultural heritage, religious and historical monuments as well as the eco and wildlife, Ganga based opportunities that the state can offer.

DoT now intends to empanel agencies (the “Empaneled Agencies”) who would assist DoT in organizing the various Tourism Events in National as well as International level for an initial period of 3 (Three) years (the “Service”), and same may be extended on yearly basis up to two additional years on the same or mutually agreed terms & conditions subjected to periodical review of their performance.

The Event Management Agency will assist in all matters of event management including but not limited to contracting artists & performers, licenses, event infrastructure development, permissions, warranties and undertakings required to be obtained from various agencies and vendors / players at various stages. The entire range of activities given hereinafter is required to be carried out by the Event Management Agency.

2. SCOPE OF WORK

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

1. Organize and implement all tourism and trade related events such as festivals, trade shows, road shows, sponsored events, tableau etc. as directed by DoT from time to time.
2. Suggest to DoT and conceptualize other events/activities exhibitions/tradeshows/festivals/fairs etc. to diversify the event portfolio that DoT would participate in a year.
3. Carry out all the activities required for successful implementation of all the national and 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:
 - a. Conceptualize, design, develop, execute, manage and operationalize a plan for the respective events along with timelines including erection and installation of Bihar Pavilion in coordination with the Media, Creative & Promotion Agency or any other agencies as directed/identified by the DoT. Also coordinate with media vehicles for booking ads on various platforms such as print, television, radio and Out of Home (OOH).
 - b. Handle logistics such as ticketing, accommodation, visa, passes to the venue, transportation, venue for road shows as well as the cultural troop, if any etc. as directed by DoT or any other activities required for successful implementation of the respective event.
4. To identify and get maximum sponsorships for the events organized by the DoT.
5. Identify and finalize list of participants for the international events in consultation with the DoT at least 15 (fifteen) days in advance and maintain the database of top tour & travel related stakeholders at international level.
6. Management of stalls to be done by media professionals, arrangement to be made in

advance to avoid delay/ mismanagement.

7. Co-ordinate on behalf of DoT with the concerned administrative authorities with regard to booking of stalls, stall units, badges, raw space, signing of agreement, safety and security etc.
8. Organize FAM trips (Familiarization trips) as directed by the DoT from time to time.
9. In case of road shows, organize and be responsible for fixing the B2B. B2C meetings etc. with the top tour & travel related stakeholders at international level. Maintain the database of the same and follow up on regular basis the outcome of the above meetings.'
10. Organize photography, videography and interviews with officials from tourism department, senior officers, delegates, guests with domestic & international media, print, electronic and other social media.
11. Publicizing national and international events with private tour operators
12. Maintain high level of professional ethics and will not act in any manner, which is detrimental to DoT's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication.
13. Ensure that the staff and key personnel's is available to DoT as and when required by DoT and should be obliged to work closely with DoT's staff, act within its own authority and abide by directives issued by DoT. Manage the activities of its personnel and will hold itself responsible for any misdemeanor.
14. Selected Agency should:
 - a. Be able to execute the work at short notices and even on holidays.
 - b. Ensure that the display of any advertisement, branding and promotional material including pictures, printed material, electric/electronic media, smart posters, holographic images, visual display or any other innovative media, etc. shall not be objectionable or prohibited under the Applicable and relevant Laws.
 - c. Be responsible for transportation of materials within and outside India.
 - d. Abide by the job safety measures prevalent in India and outside India and will free DoT from all demands or responsibilities arising from any accidents or loss. The Selected Agency will pay all indemnities arising from such incidents and will not hold DoT responsible or obligated.
 - e. Treat as confidential all data and information about DoT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DoT.
 - f. DoT reserves the right to make necessary modification to the selected artwork, concept, etc. Artwork/creatives once selected will be the property of DoT and it can

- be repeatedly used in different Bihar Tourism events.
- g. In case, DoT does not find the proposed conceptual plan of the Selected Agency up to its satisfaction, DoT reserves its right to get it done from any other agency/agencies for which the Selected Agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
 - h. DoT will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs which have not been selected. The Selected Agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
 - i. In case, when the time-period is too short to get the design prepared from all the Empaneled agencies or any other exigencies, the job may be entrusted to any of the Empaneled agencies or any other agency which DoT deems fit to meet the deadline.

3. ELIGIBILITY CRITERIA

Sr No.	Particulars	Criteria	Documentary Evidence
I	Registered Entity	Agency should be registered entity under Companies Act/ Partnership Act/ Society Act or proprietorship (Note: Joint venture (JV)/ Consortium is not allowed) Minimum experience of 3 years after its establishment/ registration	Copy of Registration certificate
II	PAN and GST Registration	Should have PAN and GST Number	Copy of PAN card and GST Certificate
III	Non-Blacklisting	Should not be blacklisted or debarred from any Central / state Government organization	Self-certificate of organization letter head
IV	Turnover (Refer Annexure 7)	The bidder must have minimum Total Annual Turnover of INR 10 Crores in the 5 consecutive financial years between the period 1st April 2017 to 31st March 2022 i.e., FY 2017-18, 2018-19, 2019-2020, 2020-21 and	Audited Financial statement along with Certificate from the statutory auditor For FY 2021-22,

Sr No.	Particulars	Criteria	Documentary Evidence
		2021-22	provisional statements can be provided
V	Experience (Refer. Annexure 4)	<p>a) Overall Event Management Experience in the last 5 years*:</p> <ul style="list-style-type: none"> • Minimum 10 events (road shows/ exhibitions/ festivals/ trade fairs) • Minimum Management fee/ Project Cost of INR 1 Crore for any 5 events in the last 5 years* <p>b) Events Managed for Government client and Banks in the last 5 years*:</p> <ul style="list-style-type: none"> • Minimum 1 event organized for Central/ State Govt., / PSU/ Government Institutions/ Scheduled Banks with minimum project value of INR 25 Lacs <p>c) Tourism Sector Experience in the last 5 years*:</p> <ul style="list-style-type: none"> • Minimum 5 Tourism/ Hospitality events managed • Minimum Management fee/ Project Cost of INR 50 lakhs 	Letter of Award/ Letter of Intent/ Agreement/ Work Order duly certified by authorized signatory of the bidding company
VI	National Presence (Office) (Refer Annexure 2)	The agency should have at least 3 (Three) of its own offices in any of the following cities of India: Patna**, Delhi-NCR, Mumbai, Kolkata, Chennai, Hyderabad, Pune, Bengaluru, Ahmedabad, Bhubaneshwar	Office registration document

***Note1:** Last 5 Years refer to the previous 5 years from the date of submission of bids

****Note2:** For all categories indicated above, the Event Management Company should ideally have their office in Patna.

4. DETAILS OF THE TECHNICAL BID TO BE SUBMITTED BY THE APPLICANTS

The application shall be submitted in sealed envelope superscribed "TECHNICAL BID". Following details are to be submitted by the agency along with the application.

1. Letter of Submission (Annexure '1')
2. List of offices of the agency in the prescribed proforma attached (Annexure '2')
3. Name and address of firm/individual along with Registration No. (Annexure '3')
4. List of projects undertaken by the agency in the prescribed proforma attached (Annexure '4')
5. Names of Institutions empaneled with (Annexure '5')
6. Competitions and awards conferred with salient features (Annexure '6')
7. Turn over details with Copy of audited Financial Statement for the last 5 Financial Years (Annexure '7')
8. All the documentary evidence as directed in Section 3 – “**Eligibility Criteria**”. The documents should be attached in the proper designated place.

5. SUBMISSION OF BIDS

1. The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
2. All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority.
3. The Proposal should be submitted in ORIGINAL in a sealed envelope and containing all the above details marked 'TECHNICAL BID', along with the cost of document and EMD (refer to Fact Sheet)
4. Complete proposal must be delivered on or before the Bid Due Date and time.

Correspondence/ Pre - bid queries

Bidders requiring specific points of clarification may communicate with DoT during the period specified under “FACT SHEET”. The queries can be submitted by email at: directortourismbihar@gmail.com in the format* given below with the subject of the e-mail

mentioned as {Pre-bid Query for Empanelment of Event Management Agencies - “Company Name”}:

Bidders Request for Clarification		
Name of Organization submitting request	Name and Position of person submitting request	Details of person and organization
		Address: Tel/ Mobile: E-mail:

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

*To be submitted in both PDF (signed by authorized signatory) and editable MS-Excel file format.

Sealing and Marking of RFP

The envelope shall clearly bear the following identification:

- I. Technical Proposal for Empanelment of Event Management Agencies with Department of Tourism, Government of Bihar
- II. To:

Director Tourism
Government of Bihar,
Old Secretariat.
Patna-800015
email - directortourismbihar@gmail.com
Tel.- +91 0612-2217045
- III. From: The name, address, and phone number of the bidder

6. BID SECURITY

1. Proposals must be accompanied by a ‘Bid Security’ (EMD) (For details of EMD under each category refer to “FACT SHEET”). The Bid Security must be kept valid throughout the Proposal Validity Period and shall be required to be extended if required by DOT.
2. The Bid Security shall be in the form of a Demand draft/ Bank Guarantee in favor of the ‘Director Tourism, drawn on any scheduled Bank payable at Patna.

3. The Bid Security shall be returned to the unsuccessful Bidders after the signing of Agreement between DOT and the Successful Bidder.
4. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
5. The Bid Security shall be forfeited in the following cases:
 - a. If the Bidder withdraws its Proposal.
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

7. AMENDMENTS TO RFP

1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, DOT may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website www.bihartourism.gov.in.
2. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, DOT may, at its discretion, extend the Proposal Due Date.

8. SELECTION AND EVALUATION CRITERIA

The firm shall be weighted on the basis of 100 marks assigned for the credentials (Technical and Financial Capabilities). Technical proposals securing a minimum of 70 marks in the Technical evaluation shall be considered responsive and will be eligible for empanelment.

Technical Evaluation Criteria

S. No.	Criteria	Max. Marks	Documentary Evidence
A	Firm Turnover and Experience (70 marks)		
A1	Turnover (15 Marks)		
	Total Turnover in the 5 consecutive financial years between the period 1st April 2017 to 31st March 2022	15	Audited Financial statement along with Certificate from the

S. No.	Criteria	Max. Marks	Documentary Evidence
	<ul style="list-style-type: none"> — Minimum 10 Cr to 15 Cr –10.5 marks — More than 15 Cr and up to 20 Cr – 12 marks — More than 20 Cr – 15 marks 		statutory auditor
A2	General Experience (25 marks)		
(i)	<p>Overall Event (road shows/ exhibitions/ festivals/ trade fairs) Management Experience in the last 5 years*</p> <ul style="list-style-type: none"> • Minimum 10 and up to 14 events – 10.5 marks • Minimum 15 and up to 19 events – 12 marks • 20 or more events – 15 marks 	15	Letter of Award/ Letter of Intent/ Agreement/ Work Order duly certified by authorized signatory of the bidding company
(ii)	<p>Minimum Event Billing/ Project Cost of INR 1Crore in the last 5 years</p> <ul style="list-style-type: none"> • Minimum 5and up to 7 projects – 7 marks • Minimum 8 and up to 10 projects – 8 marks • More than 10 projects – 10 marks 	10	Letter of Award/ Letter of Intent/ Agreement/ Work Order duly certified by authorized signatory of the bidding company
A3	Specific Experience (30 marks)		
(i)	<p>Events managed for Central/ State Govt., / PSU/ Government Institutions/ Scheduled Banks with minimum project value of INR 25 Lacs in the last 5 years*</p> <ul style="list-style-type: none"> • Minimum 1 and up to 2 events – 10.5 • Minimum 3 and up to 5 events – 12 • More than 5 events –15 	15	Letter of Award/ Letter of Intent/ Agreement/ Work Order duly certified by authorized signatory of the bidding company
(ii)	<p>Tourism/ Hospitality events managed in the last 5 years* with minimum management fee/ project cost of INR 50 lakhs:</p> <ul style="list-style-type: none"> • Minimum 5 and up to 7 events – 10.5 marks • Minimum 8 and up to 10 events – 12 	15	Letter of Award/ Letter of Intent/ Agreement/ Work Order duly certified by authorized signatory of the bidding company

S. No.	Criteria	Max. Marks	Documentary Evidence
	marks • More than 10 events – 15 marks		
B	Technical Presentation (30 marks)		
B1	Past Events and concepts	5	NA
B2	Approach & Methodology	5	NA
B3	Brief for promoting Bihar Tourism through events	10	NA
B4	Themes for Bihar Tourism events	10	NA

***Note1:** Last 5 Years refer to the previous 5 years from the date of submission of bids

9. METHOD OF SELECTION

1. The empaneled bidders shall be eligible for participating in all bids published by DOT for the selection of Event Management Company in the State.
2. The agencies shall be selected on the basis of the technical proposals and/ or presentations made by the empaneled agencies for the published Event Management works.
3. The projects would be awarded on the basis of the method given in the bids published by DOT (L1 or QCBS or any other method of selection mentioned in the RFP for specific event/s).
4. This empanelment does not bind DOT from taking recourse to open bidding for specific projects, and in such cases, empaneled bids may participate along with other bidders in the competitive bidding process.

10. MODE OF PAYMENT

1. Payment will be made to the Agency after completion of the event and ascertainment by Department of Tourism, that work was carried out satisfactorily and in accordance with the terms and conditions of the RFP.

11. CLIENT'S RESPONSIBILITIES

The following shall be the responsibilities of the client:

1. Provide detailed requirements of the project.
2. Pay the fees of the Event Management Agency within four weeks of submission of bills, subject

to clearance of bills as per agreement. (In case of non-payment / delay / rejection, the same to be conveyed to the consultant in time)

12. NOTIFICATION OF AWARD

1. Prior to the expiration of the validity period, Authority will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent "LOI").
2. The Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.
3. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI.

13. PERFORMANCE BANK GUARANTEE (PBG)

1. The bidders selected for empanelment shall furnish an unconditional and irrevocable bank guarantee / demand draft, in a format acceptable to DOT valid for a period of 6 months beyond the contract term, of a value of INR100000/- (INR One Lakh Only), The time-period for furnishing the PBG shall be stipulated in the LOI.
2. Additional Performance Bank Guarantee: Agency must submit and additional Performance Bank Guarantee equivalent to 5% of the total fee payable for each project/ engagement assigned to the agency during the contract period.
3. Failure to submit the PBG within the stipulated time may lead to withdrawal of the LOI and cancellation of empanelment.

14. SIGNING OF CONTRACT

1. After receiving the Performance Security from the Agency, Department of Tourism (DOT) shall execute the Agreement with the Agency.
2. The Agency shall not be entitled to seek any deviation, modification, or amendment in the Agreement as per Tender norms. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
3. The selected bidder will be required to comply with the terms of empanelment as specified in the agreement.

4. The final authority lies at the sole discretion with the Principal Secretary/ Secretary, Department of Tourism.
5. The Contract shall be signed for a **period of 3 years** and shall be extendable for a further period of two years subject to requirement of such services by DOT. During this period the client shall award projects/ engagements to the selected agency and make payments on the agreed percentage of the project cost. However, this empanelment does not bind DOT from taking recourse to open bidding for specific projects, and in such cases, empaneled bids may participate along with other bidders in the competitive bidding process.
6. Any project/ engagement awarded prior to the end of the empanelment may continue till the end of the specific project end date and payments shall be made as per the terms of this empanelment.

15. EXECUTION OF THE ASSIGNMENT

1. All the stage of work shall be completed by the Event Management Agency and the necessary approval given by the clients according to the time schedule mutually agreed upon
2. In the event of Event Management Agency closing its business, the clients shall have the power to employ any other agency to complete the work and all due payment shall be forfeited with penalty of blacklisting of the consultant/ agency.
3. In the event of reduction of the scope of after approval of the work done by the Event Management Agency at any stage, the event manager shall be entitled to the appropriate percentage due up to the relevant stage on the value of the portion of the work that is abandoned in addition to the percentage due on actual cost of work completed.

16. TERMINATION

1. **Termination for defaults** - The client may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, terminate the agreement in whole or in part:
 - a. If the event management agency fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.
 - b. If the event management agency fails to perform any other obligations under the agreement, Or
 - c. If the event management agency fails in either of the above circumstances, do not cure

its failure within a period of thirty (30) days after receipt of the default notice from the client or any such extensions allowed from time to time, under the circumstances that appear reasonable until a conclusion is arrived at that the consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.

- d. If the event management agency refuses to accept and perform the assignment given by the client.
- e. In the event of the failure on the part of the event management agency to complete its work or the clients to give their approval and / or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreements, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days. No payment to the event management agency would be done except those which have already been made or which may become payable against the bills of works already submitted as on the date of notice.
- f. In the event wherein the event management agency terminates the agreement in whole or in part, client may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, with all payments due to the agency up to that stage shall be liable to be forfeited and the client shall be at liberty to claim excess cost of such services, cost escalation and any other resulting damages by means of appropriate civil actions. However, the event management agency shall continue perform as per agreement, if not terminated.

2. Termination for insolvency

- a. The client may at any time also terminate the agreement by giving written notice to the event management agency without any compensation to the agency, if the event management agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.
- b. The event management agency shall not make any deviation, alteration or omission from the approved plan/ project deliverable, involving financial implication without prior consent of client.
- c. The event management agency shall make necessary revisions as may be required by client on the concept submitted by him at the planning stage. Any subsequent revisions

- in the plan and other documents once approved required to be made by client shall also be made available free of cost by the agency.
- d. No change shall be made in approved plan and specifications at event site without the consent of the client.
 - e. The client shall have the liberty to postpone or not to execute any work and the event management agency shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the event management agency up to the stage of services already submitted.
 - f. The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.
 - g. Any disputes or differences in connection with the agreement shall be to the extent possible, settled amicably between the parties. If it cannot be reached then all disputed issues shall be settled by arbitration as proposed hereafter, subject to termination clause mentioned in this agreement.
 - h. Artworks and event themes and other related collaterals shall be the proprietary right of the clients.

17. ARBITRATION

1. Any Dispute which is not resolved amicably by conciliation, as provided, shall be decided by reference to arbitration. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for amicable settlement will be settled by the reference to the Bihar Arbitration Tribunal constituted by the Bihar Arbitrary Tribunal Act, 2008 at the instance of either parties.
2. Any Award made by the Bihar Arbitration Tribunal shall be final and binding on the Parties as from the date it is made, and both the parties to this agreement agree and undertake to carry out such Award without delay subject to the further provisions of Bihar Arbitral Tribunal Act, 2008.
3. The Event Management Agency and the Government agree that an Award may be enforced against the Event Management Agency and/or the Government and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

Authorized Representative of DOT	Authorized Representative of Agency
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witnesses:	Witnesses:
1.-----	1.-----
2.-----	2.-----

ANNEXURE 1: LETTER OF SUBMISSION

(ON LETTER HEAD OF APPLICANT)

To,

Director Tourism

Department of Tourism, Government of Bihar

Old Secretariat, Patna - 800015

Date:

Subject: Request for Proposal, for Empanelment of Event Management Agencies

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby express our interest in empanelment as Event Management Agency.

We confirm that we have examined the terms and conditions published in the RFP advertisement and accordingly submitting the proposal for the captioned project.

We are enclosing our RFP in Original with the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the RFP is complete, true, and correct in every detail and unconditional.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the Bidder)

ANNEXURE 2: LIST OF OFFICES

S. No.	State	City	Office Type (HQ/SO)	Postal Address	Phone. No.	Documentary Evidence Attached (Yes/ No)

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 3: STATUS OF FIRM WITH YEAR OF ESTABLISHMENT

Name of firms with Address	Type of agency	Name of proprietors/Partners/ Directors	Date of establishment	Registration No.
			{DD-MM-YYYY}	

Signature of Authorized Signatory

ANNEXURE 4: BIDDER'S EXPERIENCE

ANNEXURE 4a: OVERALL EVENT MANAGEMENT EXPERIENCE

List of Projects in the last five years

Sl. No.	Name & location of project	Classification of project Private or Government	F.Y.	Project Cost (INR Lakh)	Details of the project	Certificate of client attached(Y/N)

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 4b: EVENTS MANAGED FOR GOVERNMENT CLIENT AND BANKS

List of Project/s in the last five years with minimum project value of INR 25 Lakhs

Sl. No.	Name & location of project	Classification of project Private or Government	F.Y.	Project Cost (INR Lakh)	Details of the project	Certificate of client attached(Y/N)

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 4c: TOURISM SECTOR EXPERIENCE

List of Project/s in the last five years with minimum project value of INR 50 Lakhs

Sl. No.	Name & location of project	Classification of project Private or Government	F.Y.	Project Cost (INR Lakh)	Details of the project	Certificate of client attached(Y/N)

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 5: EMPANELMENT

Name of Institutions empaneled with year of empanelment with proof of the same

Sl. No.	Name & Address of Institution empaneled with	Year of Empanelment	Attach Proof (Y/N)

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 6: AWARDS CONFERRED WITH SALIENT FEATURE

S. No	Name of the Award	Year	Details

{Add more rows if required}

Signature of Authorized Signatory

ANNEXURE 7: TURNOVER DETAILS

S. No.	Period	Turnover (INR)		Remarks (If Any)
		Amount in Figure	Amount in Words	
1	2017-18			
2	2018-19			
3	2019-20			
4	2020-21			
5	2021-22			
	Total			

Note: Attach Copy of Audited Financial Statement for the Last 5 Financial Years

Signature of Authorized Signatory

[End of Document]