

**Empanelment of Event Management
For
Assam Tourism Development Corporation Ltd.**



Assam Tourism Development Corporation Ltd.

4th Floor, Asom Paryatan Bhawan,

A. K. Azad Road, Paltan Bazar, Guwahati-781008.

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SECTION-I

NOTICE INVITING EOI (DETAIL)

Assam Tourism Development Corporation (ATDC)
4th Floor, Asom Paryatan Bhawan, A.K. Azad Road,
Paltan Bazar Guwahati 781008.

EOI for Empanelment of Event Management

1) Assam Tourism Development Corporation Ltd. invites Expressions of Interest (EOI) from reputed Event Management Group / Agencies / Firm etc. experience in Tourism Event / Fairs at India and abroad having at least 5 years of experience with a proven track record with national / international event management of Category A and Category B.

The details of the EOI document for Empanelment of Event Management can be downloaded from the official (ATDC Ltd.) website www.assamtourisonline.com from 22.08.2022 and should be submitted to the undersigned on or before 2:00 pm on 07.09.2022.

The undersigned reserves the right to cancel this **EOI** without assigning any reason thereof.

2) The bidder shall submit the cost of Bid / EOI processing fee (non-refundable) amounting to Rs.5,000/- for Category A and Rs.1,000/- for Category B in the form of Demand Draft / Bankers cheque of any Nationalized Bank pledge in favour of Managing Director, Assam Tourism Development Corporation Ltd. Payable at Guwahati.

3) The Bid security / EMD (refundable) amounting to Rs.5,00,000/- for Category A and Rs.1,00,000/- for Category B shall be pledge in favour of Managing Director, Assam Tourism Development Corporation Ltd. with validity of 225 days from the date of submission of Bid in one of the following forms:-

- a) Bank Guarantee from any Nationalized / Scheduled Indian Bank pledge in favour of the Managing Director, Assam Tourism Development Corporation Ltd.
- b) Fixed Deposit Receipt issued by any Nationalized / Schedule Indian Bank pledge in favour of the Managing Director, Assam Tourism Development Corporation Ltd. acceptable to the employer.

4) A pre-bid meeting will be held on 30.08.2022 at 12:30 PM at the office of the Managing Director, Assam Tourism Development Corporation Ltd., A.K. Azad Road, Paltanbazar, Guwahati – 8, to clarify the issues and to answer questions on any matter that may be raised.

5) Bidders Minimum Qualification Criteria:

- i. Bidder must be having minimum average annual Audited turnover of Rs.500 Lakhs (Rupees Five Hundred Lakhs) for Category A and Rs.100 Lakhs (Rupees One Hundred Lakhs) for Category B during the last 3 years i.e. FY, 2019-20 and 2020-21, 2021-22. The Audited balance sheet for the last three (3) years along with certificate of Chartered Accountant should be submitted along with Bid /EOI.
- ii. The Bidder should have experience of at least five (5) years in the field of National & International Event Management.

- iii. The bidder should have a full-fledged office in Assam presence in Guwahati to support timely service for the activities within the scope of the work. The bidder must submit the documentary proof of such office.

Managing Director,
Assam Tourism Dev. Corpn.Ltd.
Date:22.08.2022

Memo No.ATDC/3457/2022

Copy to:

- 1) The E-procurement cell, Kamakhya Tower, 8th Floor, Christianbasti, Guwahati-6 for information & necessary action.
- 2) Sri Parikhit Phukan, CDP / Sri Ujjwal Sarma, CDO for necessary action to upload the same in the website.
- 3) Notice Board.
- 4) Masterfile.

Managing Director,
Assam Tourism Dev. Corpn.Ltd.

SECTION-II

INSTRUCTIONS TO THE BIDDERS

1. ELIGIBILITY CONDITIONS

- 1) Experience of working with Govt. Sector / Semi Govt. Sector / Any Corporate body / Corporation / PSU's during last 5 years.
- 2) Bidder must behaving minimum average annual Audited turnover of Rs.500 Lakhs (Rupees Five Hundred Lakhs) for Category A and Rs.100 Lakhs (Rupees One Hundred Lakhs) for Category B during the last three (3) years i.e. FY 2019-20,2020-21 and 2021-22. The Audited balance sheet for the last three (3) years along with certificate of Chartered Accountant should be submitted along with Bid / EOI.
- 3) The bidder must have executed similar assignments with a cumulative work order value of minimum Rs.2.00 Crore for Category A and Rs.50 Lakhs for Category B including projects like Exhibition, Foundation day/Jubilee celebration/functions, Award function, Product launches and other entertainment project for PSU/Govt. bodies/ Semi Govt. bodies / Any Corporate body / Corporation in last five years.
- 4) The bidder should have a full-fledged office in Assam presence in Guwahati to support timely service for the activities within the scope of the work. The bidder must submit the Documentary Proof of such office.
- 5) The Bidder should have experience of at least five (5) years like Exhibition, Foundation day / Jubilee celebration / functions, Award function, Product launches and other entertainment project for PSU / Govt. bodies / Semi Govt. bodies / Any Corporate body / Corporation in the field of National & International Event Management.
- 6) The bidder shall not have been barred / blacklisted by any Central/ State Government/ Public Sector Undertakings. The bidder has to give an undertaking, duly signed by authorized signatory, to this effect. If the undertaking is found to be false at later date after the empanelment, the said empanelment is liable for termination with immediate effect without any notice.
- 7) The Bidder must have the adequate and skilled Key Experts in carrying out their designated scope of work.

2. REJECTION OF BIDS

The Bid will be considered Non Responsive & summarily rejected in case it does not fulfil any one or more of the following conditions:-

- a). If Bid processing fees is not enclosed.
- b). If EMD is not provided by the bidder.
- c). If the bidder tries to put any influence.
- d). If the bidder furnished false information.
- e). If the Authorised Signatory has not signed with official seal on all pages of the

Bid document.

f). Bids shall remain valid for 180 days after the date of Bid submission prescribed By ATDC. A Bid valid for a shorter period shall be rejected as non-responsive

3.

a) BID / EOI PROCESSING FEE:

A Non-Refundable Bid / EOI processing fee of Rs.5,000/- (Rupees Five Thousand) for Category A and Rs.1,000/- (Rupees One Thousand) for Category B in the form of Demand Draft/ Banker Cheque pledge in favour of "Managing Director, Assam Tourism Development Corporation Ltd." payable at Guwahati is to be attached along with the technical bid.

b) BID SECURITY / EMD:

A Refundable EMD / Bid Security of Rs.5,00,000/- (Rupees Five Lakhs) for Category A and Rs.1,00,000/- (Rupees One Lakh) for Category B only in the form of FDR / BG pledge in favour of "Managing Director, Assam Tourism Development Corporation Ltd." payable at Guwahati validity 225 days from the date of submission is to be attached along with the technical bid.

4. BID / EOI DOCUMENTS

The documents include:

- a. Notice Inviting EOI
- b. Instructions to the bidders
- c. General Conditions of Contract
- d. Special Conditions of the Contract
- e. Scope of the Work
- f. Bid Form
- g. Bid Security Form
- h. Performance Security Guarantee Bond
- i. Letter of Authorization for Attending the Bid Opening
- j. Particulars of the Event Management.
- k. Qualifying Requirement

The Bidder is expected to examine all the instructions, forms, terms and specifications as stipulated in the EOI Documents. Failure to furnish all the information required as per the EOI Documents or submission of the EOIs not substantially responsive to the EOI Documents in every respect will be at the bidders risk and shall result in rejection of the EOI.

5. CLARIFICATION OF BID / EOI DOCUMENTS

A prospective bidder, requiring any clarification on the Bid / EOI Documents, shall notify ATDC in writing and send it by e-mail at ATDC's mailing address indicated in the Bid / EOI document. All the queries may be sent at least three days prior to the vendor's conference. The queries shall be answered in the vendor's conference and shall be placed on the website.

6. AMENDMENT TO THE BID / EOI DOCUMENTS

At any time, prior to the date of submission of Bid / EOIs, ATDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid / EOI documents through amendments.

A. PREPARATION OF BID / EOIs

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- a. Documentary evidences in accordance with the clauses that the bidder is eligible to bid and is qualified to execute the contract if the bid is accepted.
- b. Bid Security furnished in accordance with clauses.
- c. A bid form completed in accordance with clauses.
 - d. Bid / EOI processing fee furnished in accordance with clauses.

8. BIDFORM

The bidder shall complete the bid form furnished in the Bid / EOI Documents.

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish as part of the Bid / EOI documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid / EOI documents.

- i. Certificate of incorporation.
- ii. Articles/Memorandum of Association /partnership deed / Board Resolution etc.
- iii. Copy of the GST certificate.
- iv. Copy of PAN Card.
- v. Copy of up to date Labour License.
- vi. An undertaking that none of bidder's relative is working in ATDC.
- vii. Trade License.
- viii. The bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to the terms and conditions of the EOI document. In case of deviations, a statement of deviations and exceptions to the provisions of the contract and

commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.

- ix. Company Credentials and Case Study (if any).
- x. Any other document as required as per Bid document and any other clause of the bid document.

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION

The general conditions shall apply in the contracts made by ATDC for engaging the services to be rendered by the Empanelled Event Management Agencies.

2. STANDARDS

The Empanelled Event Management Agency shall abide by all relevant rules & regulations of the government as issued from time to time.

3. PERFORMANCE SECURITY

Selected agencies to whom letter of intent is issued shall have to furnish a performance security for an amount Rs.5, 00,000/- (Rupees Five Lakhs) within 7 days after the receipt of the Letter of Intent.

Performance security shall be submitted in the form of a Bank Guarantee / FDR issued by any Nationalised bank. The Performa for the Bank Guarantee is available in the EOI document.

Performance security will be discharged by ATDC after completion of Agency's obligation under the contract.

If the Agency fails or neglects any of the bid obligations under the contract, it shall be lawful for ATDC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

The proceedings of performance security shall be payable to ATDC as compensation for any loss resulting from Agencies failure to complete its obligation under the contract.

The performance security bond will be discharged by ATDC after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

4. PAYMENT TERMS

Payment will be made as per actual work done within 3 working days from the date of completion of work.

Third Party work compensation

The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by ATDC in any litigation initiated by the third party.

Approval of the Estimates by the Client:

The Agency shall implement the work assigned to it by ATDC on receiving written approval of its estimate submitted to ATDC.

5. CHANGES IN WORK / RELEASE ORDER /CONTRACT

ATDC may, at any time, by a written order given to Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

6. SUB CONTRACTS

The Agency shall notify ATDC in writing of all collaborations made, if any, with other firms registered in India by submitting terms and conditions and MOU made with the said firms in the original bid on or before due date of submitting the EOI document. Such notification in his original bid or later shall not relieve the Agency from any liability or obligation under the contract. The

Bidders and their Partners/Collaborators shall be jointly or separately liable for due performance of obligations under the contract/work order.

7. DELAYS IN THE AGENCY'S PERFORMANCE

Delivery of service and performance of the services shall be made by the Agency in accordance with the time schedule specified by ATDC in its Work Order/ Release Order. It also covers Saturdays/Sundays and other holidays where ATDC may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order/ Release Order, ATDC reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Agency and ATDC reserves the right to get the work done at the risk and cost of the defaulting agency.

Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions:

a) Forfeiture of its performance security, b) imposition of liquidated damages) termination of the contract for default.

If at any time during the performance of the contract, the Agency or its Subcontractor (s) should encounter condition impending timely rendering the services and performance of service, the Agency shall promptly notify to ATDC in writing the fact of the delay, it's likely duration and its cause (s). As soon as practicable after receipt of the Agency's notice, ATDC shall evaluate the situation and may at its discretion extend the period for performance of the contract.

If the services are not completed in the extended delivery period, the Release Order shall be short closed and the performance security shall be forfeited.

Quarterly review of performance of agency will be done and if the performance is not up to the mark or if there is any breach of Agreement then empanelment is liable to be cancelled. The decision of ATDC in this regard shall be final and binding.

8. LIQUIDATED DAMAGES

The performance of service within prescribed time as stipulated in the contract/work order/release order, as the case may be, shall be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of ATDC and be accepted by the consignee, such execution will not deprive ATDC of his right to recover liquidated damage under clause 11 below.

Should the agency fail to deliver the services as contained in the contract/work order/Release Order, as the case may be, within the period prescribed therein, ATDC without prejudice to other rights/remedies available, ATDC may recover and Agency share be liable to pay a sum equivalent to 0.5% of the value of the delayed services and/or undelivered material/services for each week of delay or part thereof for a period up to 10 (Ten) weeks and thereafter @ 0.7% of the value of the delayed services and /or undelivered material/services for each week of delay or part thereof for another 10 (Ten) weeks of delay. The total value of the liquidated damages shall be limited to a maximum of 12% (twelve percent) i.e., LD shall be levied up to 20 weeks only.

The LD as per the above clause shall be recovered for each failure of providing the agreed services under contract/work order/release order and same shall beset-off/adjusted against the running bills besides any other action/remedies of ATDC including termination of the contract.

9. FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of ATDC as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, ATDC shall be at liberty to

take over from the Agency at a price to be fixed by ATDC, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores required for the provision of services which may be in possession of the Agency at the time of such termination or such portion thereof as ATDC may deem fit, except such materials, bought out components and stores as the Agency may with the concurrence of ATDC elect to retain.

10. TERMINATION FOR DEFAULT

ATDC may, without prejudice to any other remedy for breach of contract, by written one month notice of default, sent to the Agency, terminate the contract in whole or in part,

a) if the Agency fails to deliver satisfactorily any or all of the goods & services within the time period (s) specified in the contract, or any extension thereof granted by ATDC pursuant to clause 10 of Section-III. **or**

b) if the Agency fails to perform any other obligation(s) under the Contract

c) if the Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ATDC may authorize in writing) after receipt of the default notice from ATDC

In the event ATDC terminates the contract in whole or in part pursuant to para 14 of Section III, ATDC may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to ATDC for any excess cost for such similar goods. However, the Agency shall continue the performance of the contract to the extent not terminated.

11. TERMINATION FOR INSOLVENCY

ATDC may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ATDC.

12. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of a person to be appointed by MD ATDC or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the MD, ATDC or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the MD, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the MD, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the MD ATDC or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the Managing Director, ATDC, or such other places as the arbitrator may decide.

13. SET OFF Any sum of money due and payable to the Agency (including security deposit refundable to him) under this contract may be appropriated by ATDC or any other person or persons contracting through ATDC and set off the same against any claim of ATDC or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Agency with ATDC or such other person or persons contracting through ATDC.

14. The Agency shall fully indemnify, defend and hold ATDC harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against ATDC or which ATDC may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the Agency or its agents, employees or any matters arising upon or by virtues of this contract.

SECTION – IV

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of the contract shall supplement the Instructions to the Bidders & "General Conditions of the Contract".
2. (a) The bank guarantee / FDR for bid security as prescribed in the bid documents shall be submitted along with the bids in a separate cover. This cover should be super scribed as "BID SECURITY FOR EXPRESSION OF INTEREST."
(b) In case where the documents of bid security are not submitted in cover containing the technical offers SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
3. ATDC reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with ATDC.
4. ATDC reserves the right to ban a bidder for a suitable period for future business dealing with ATDC in case he fails to i) honor his bid or ii) fails to comply with the terms & condition of Agreement/contract.
5. ATDC reserves the right to counter offers price(s) against the price(s) quoted by any bidder.
6. The Selected bidder shall ensure secrecy of empanelment related brief, other data which is shared, its findings & recommendations etc.
The selected bidder/ agency shall ensure for part of each event.
7. The bidder has to arrange demonstration of the services to be supplied at his own cost.

8. PERIOD OF EMPANELMENT

The empanelment of the selected Agency/Agencies shall be valid initially for a period of 2 (two) years.

The performance of empanelled agencies shall be reviewed after every three months. In the event of performance being unsatisfactory, ATDC may terminate the contract for empanelment and forfeit the performance security by giving written notice of one month to that agency. In the event of cancellation of empanelment of any agency, ATDC may assign the vacated empanelment to the agency rated next. However, the selected agencies to whom letter of intent is issued shall have to furnish a performance security for an amount of rupees as per letter of acceptance within 7 days after the receipt of the Letter of Intent by the Agency. ATDC may assign the work to other approved agency of ATDC for which agency will have to furnish a performance security. The decision of ATDC in this regard shall be final and binding.

SECTION V
SCOPE OF WORK

1. The Event Management Agency (EMA) would use ethnic elements and items for ambience creation. These elements of ambience would be purchased by selected bidder and would be used for ambience creation and would be the property of selected bidder after the event. Only new/fresh items to be used.
2. The selected bidder would be responsible for designing and creation of item etc.
3. The lay out plan and design including welcome gate and material to be used will have to be approved from ATDC.
4. It shall be the responsibility of the selected bidder to arrange for man power, material and necessary expertise for executing the work.
5. The selected bidder would be responsible to hand over the site thoroughly neat and clean to the land owning agency i.e. ATDC.
6. The selected bidder has to ensure that the stalls are constructed in such a way so that there is ample movement space for the public and in case of any untoward incident the visitors can be evacuated as early as possible.
7. The selected bidder would be required to coordinate with the ATDC and take their permission while setting up stalls.
8. The selected bidder would be required to tie up with the local Administration, Local Police, Traffic Police etc. so that the work is executed smoothly. All the permission/Licenses along with the expenditure involved in getting these Permissions/Licenses from local Administration, Fire Service, Excise Department, Taxation department (GST), Labour Department, Licensing Branch, local Police, local Traffic Police, Health Department, ATDC like horticulture, Enforcement, electricity, civil etc. would be the responsibility of selected bidder. ATDC would however facilitate the selected bidder in getting these permissions/Licenses.
9. It would be the responsibility of the selected bidder to arrange for sufficient number of dustbins, fire extinguishers, chair, tables, canopies, public address system and sound system for cultural items during the event, control rooms with adequate support staff, supervisors, water proofing of stalls, arrangement to close the stall from front side, round the clock fool proof security with required gadgets, cleanliness, etc.
10. The selected bidder shall also arrange Fire Tenders and Ambulance with Doctor/Nursing Staff to be stationed at the venue during the course of the exhibition.
11. Provision for cooking area behind every food stall has to be created with water facility/ dustbin etc.
12. The bidder will have to facilitate the culinary experts coming from different parts of the country to get cooking & serving wares, cooking gas, raw material, etc.
13. The selected bidder has to ensure that the whole complex is properly lit and all food stalls have sufficient electricity and power points.
14. All the electrical cables and wires should be properly insulated. There should not be any loose wires. Gen set installation for the event would be the responsibility of the selected bidder with the required permission of the ATDC.
15. All electrical installations must be in accordance with the provision of the Regulations for Licensing and Controlling places of Public Amusement (other than Cinemas) and the performances of Public Amusement, 1980.
16. Removal of garbage from the site and its disposal to the nearest dustbin is the responsibility of selected bidder.
17. The selected bidder would also be responsible for constructing a pandal, stage, green room etc. The artists for the cultural programs shall be arranged by Bidder / ATDC. All the expenditure on ambience creation, sound & light arrangements for the cultural program would be the responsibility of the selected bidder. Permissions required for cultural program has to be taken by the event manager and cost if any shall be borne by the selected bidder.
18. It shall be the responsibility of the selected bidder to set up temporary work station/office for executing the work.
19. The selected bidder shall be required to take insurance cover for the period of the Event. The insurance shall be taken to cover any untoward incident (theft, fire, bomb blast etc) leading to loss

- of life, assets by the artisan, visitor, officials, worker, etc.
20. The selected bidder would also be responsible for all related branding works related to the event.

N.B.:- Other works may be added according to the event if desire.

BID SECURITY / EMD

A Refundable EMD / Bid Security of Rs.5,00,000/- (Rupees five lakh) only for Category A and Rs.1,00,000/- (Rupees one lakh) only for Category B in the form of FDR / BG pledge in favour of "Managing Director, Assam Tourism Development Corporation Ltd." payable at Guwahati validity of 225 days from the date of submission is to be attached along with the technical bid.

The successful bidder's bid security will be discharged upon the bidder's acceptance of the letter of intent and furnishing the performance security and signing of the contract.

The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails:
To sign the contract as per terms and conditions.

PERIOD OF VALIDITY OF BIDS

- i) Bid shall remain valid for 180 days from the date of submission of the Bids prescribed by ATDC. A bid valid for a shorter period shall be rejected by ATDC as non-responsive.
- ii) In exceptional circumstances, ATDC may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to put any condition and/or modify his bid.

FORMAT AND SIGNING OF BIDS

The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

SUBMISSION OF BIDS

SEALING AND MARKING OF BIDS

Interested agencies may submit the sealed bids in two separate envelopes as detailed below:-

Sealed Envelope-I shall contain the bid in original with supporting documents and duly super scribed as "**Expression of Interest for Empanelment of Event Management**".

Sealed Envelope -II shall contain BID SECURITY / EMD and Cost of Bid document / Bid processing fee and super scribed as "**Expression of Interest for Empanelment of Event Management, "BID SECURITY and Cost of Bid Document"**".

The Bidder shall seal both the envelop in separate and these two envelop (called as inner envelopes) shall then be put inside one outer envelope.

The name and address of the bidder should be mentioned on each envelope.

LAST DATE & PLACE OF SUBMISSION OF BIDS / EOI :

Bid / EOI complete in all respects may be submitted to the Managing Director, Assam Tourism Development Corporation Ltd., (Name of the concerned person), 4th Floor, Asom Paryatan Bhawan, A.K. Azad Road, Paltan Bazar Guwahati 781008 on or before 07.09.2022 up to 2:00 PM. Bid / EOI received after due date & time shall not be entertained. Bid submitted through Post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.

ATDC shall at its discretion, extend this deadline for submission of bids by amending the EOI

documents.

LATE BIDS

Any bid received by ATDC after the deadline for submission of bids prescribed by ATDC shall be rejected and returned unopened to the bidder.

BID OPENING AND EVALUATION

OPENING OF BIDS BY ATDC

ATDC will open the bids in presence of the bidders or their authorised representatives at 3.00 PM on 07.09.2022. The bidders representatives who are present shall sign in an attendance register. Letter of authorization to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

If the date fixed for opening of bids is declared a holiday, the revised date of opening will be the next working day.

CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, ATDC may, at its discretion ask any bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

SELECTION PROCEDURE / BID EVALUATION CRITERIA

Based on the NIT, Managing Director, ATDC will follow the following procedure for opening of the BID:

STEP – I

After receiving the BID, on the same day Managing Director, ATDC will open the Envelope and check the receipt of the two separate envelopes inside the same day mentioned with envelope-I, envelope-II as mentioned in the Tender. Managing Director, ATDC will open the first Cover-I to check the EMD & EOI processing fee (Cost of Bid Document) in the absence or default of which the Tender may get rejected.

STEP- II

Managing Director, ATDC will open the Cover-II, based on the cover-I, as opened earlier on the same day. Managing Director, ATDC will check the documents submitted with Cover-II, Technical bid and credential, overall and keep for scrutiny and evolution by Managing Director, ATDC / Evaluation Committee. The evaluation matrix have attached with the Bid as guide line to the Bidders as follows:

Experience of Event Management activities as per EOI (Category A) 5Lakhs to 20 Lakhs – 2 marks per work order (Maximum 10 orders) Above 20 Lakhs – 4 marks per work order (Maximum 5 orders) (Category B) Upto 5 Lakhs – 2 marks per work order (Maximum 10 orders) Above 5 Lakhs – 4 marks per work order (Maximum 5 orders)	20
Experience in the field of National & International Event Management activities as per EOI (Category A) and (Category B) 1 No. of Work order – 5 Marks 2 Nos. of Work orders – 10 Marks 3 Nos. of Work orders – 20 Marks	20

The applicant must have a minimum average annual turnover of Rs.5.00 Crore for (Category A) and Rs.1.00 Crore for (Category B) over the last three years i.e., 2019-20, 2020-21 and 2021-22. [Category A] I. Rs.5.00 Crores to Rs.7.00 Crores – 5 Marks II. Rs.7.00 Crores to Rs.10.00 Crores – 10 Marks III. Rs.10.00 Crores and above – 20 Marks [Category B] I. Rs.1.00 Crores to Rs.2.00 Crores – 5 Marks II. Rs.2.00 Crores to Rs.5.00 Crores – 10 Marks III. Rs.5.00 Crores and above – 20 Marks	20
Key professional staff : Qualification & competency for the assignment / job.	10
Presentation on Company Credential and Case Study as per work experience, details of work executed etc. in PPT. (10 Minutes)	30
Grand Total	100

Key professional (CV shall be attached separately, if any)

Sl. No.	Position	Marks
1	Event Manager – 1 No.	4
2	Anchor – 1 No.	3
3	Public Relation Officer – 1 No.	3

The assessment will be done on the basis of criteria mentioned above. Hence Bidder must submit authenticated information with supporting documents as above.

EVALUATION PROCESS

ATDC, Assam shall open the Key Technical submissions of all Proposals and evaluate for technical responsiveness as per Selection Procedure Table. Only those bids that are found to be technically responsive will be further evaluated to determine the short-listed bidders.

As part of the evaluation process, the proposals shall be checked for responsiveness with the requirements of the EOI document and only the short-listed bidders would be invited to make a presentation to ATDC, Assam as per the criteria. The technical proposals would then finally be evaluated as per the evaluation matrix.

To become eligible for short listing in the technical bid, bidder must secure at least 80 marks out of 100 marks and will be qualified for empanelment of Event Management for Assam Tourism Development Corporation Ltd.

The presentation, at their own cost as per the details above, shall be given by each bidder to ATDC on a pre-defined theme (to be given by ATDC) and marks shall be awarded for the functional abilities of the agencies. Time allotted for **presentation will be 10 minutes (maximum)** to each eligible bidder. Evaluation shall be done based on the details furnished and the presentation given by the bidder. The bidders will then be ranked from top to bottom on the basis of the aggregate marks obtained by them.

CONTACTING ATDC

No bidder shall try to influence ATDC on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

Any effort by a bidder to influence ATDC in ATDC's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

EMPANELMENT

ATDC shall consider empanelment of Event Management for services and evaluate as the most suitable from those eligible bidders whose offers have been found technically acceptable and evaluated as the most suitable by ATDC.

Award of work shall be considered on the basis of requirement as assessed by ATDC at a later date.

Each selected agencies shall have to enter into an agreement with ATDC.

ATDC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

ATDC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and thereby without incurring any liability to the affected bidder or bidders on the grounds of ATDC action.

ISSUE OF LETTER OF INTENT

The issue of a letter of intent shall constitute the intention of ATDC to enter into a contract with the bidder for empanelment.

The bidder shall within 7 days of issue of the letter of intent, give his acceptance along with performance security.

SIGNING OF AGREEMENT

Signing of agreement shall constitute the contract for empanelment of the successful bidder. Upon the furnishing of performance security by the successful bidder ATDC shall discharge the bid security.

**SECTION VI
BID FORM**

Ref .No.ATDC.

Dated:

To

The Managing Director,
Assam Tourism Development Corporation Ltd.
4th Floor, Asom Paryatan Bhawan, A.K. Azad Road,
Paltan Bazar
Guwahati 781008.

Dear Sir,

- 1 We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
- 2 If our Bid is accepted, we will obtain the performance guarantee of a Nationalised Bank / Scheduled Commercial Bank for an amount of Rs. within fourteen days.
- 3 We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4 Until a formal LOI is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 5 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 6 We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7 We have submitted required bid security /EMD Rs.as per EOI document.

Dated this.....day of.....Name and Signature-----

In the capacity of-----Duly authorized to sign the bid for and on behalf of

..... witness..... Address

..... Signature.

**SECTION VII
BID SECURITY FORM**

Whereas (here in after called “the Bidder”) has submitted its bid dated.....for the Empanelment of Media Agency for Assam Tourism Development Corporation Ltd. Having office at, 4th Floor, Asom Paryatan Bhawan, A.K.Azad Road, Paltan Bazar Guwahati 781008 vide **Ref. No. ATDC.....**dated-.....KNOWALLMEN by these presents that We..... of having our registered office at(hereinafter called “the Bank”) are bound unto ATDC (hereinafter called “ATDC”) in the sum of Rs. 5 Lakhs for which payment will and truly to be made of the said ATDC, the Bank binds itself, its success or sand assigns by these present.

The conditions of the obligation are:

- 1 If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Formor
- 2 If the Bidder, having been notified of the acceptance of his bid by ATDC duringthe period of bid validity.
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder; or**
 - (c) **Fails to honor the bid.**

We undertake to pay to ATDC up to the above amount upon receipt of its first written demand, without ATDC having to substantiate its demand, provided that in its demand, ATDC will note that the amount claimed by it is due to it owing to the occurrence of one or combination of above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified as per EOI Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch Address

of witness

Tel No. of Branch

SECTION VIII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of ATDC having agreed to exempt _____ (hereinafter called "the said Agency (s)" from the demand under the terms and conditions of EOI and an agreement No _____ dated _____ made between _____ and _____ for _____ for work specified in the agreement referred above (hereinafter called "the said agreement "), of security deposit for the due fulfilment by the said Agency (s) of the terms and conditions contained in the said _____ Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (Agencies) do hereby undertake to pay to ATD Can amount not exceeding _____ due to breach of any terms & condition of said agreement by the agency or by reason of the agency's failure to perform the agreement or loss or damage caused to or suffered or would be caused to or suffered by the ATDC by reason of any breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement.

1 We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from ATDC stating that the amount claimed is due by reason of breach of any terms & conditions of the said agreement by the agency or by loss or damage caused to or would be caused to or suffered by ATDC by reason of breach by the said Agency(s)" of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)" failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of ATDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____

2 We undertake to pay to ATDC any money so demanded notwithstanding any dispute or disputes raised by the Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Agency(s) shall have no claim against us for making such payment.

3 We (name of the bank)_____further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ATDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ATDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4 We (name of the bank)_____further agree with ATDC that ATDC shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ATDC against the said Agency(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of ATDC or any indulgence by ATDC to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sure ties would, but for this provision, have effect of so relieving us.

5 This guarantee will not be discharged due to the change in the constitution of the Bank or theAgency(s).

6 We (name of the bank) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of ATDC in writing.

Dated the_____day of___ for

_____(Indicate the name of bank)

SECTION IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Managing Director, ATDC Ltd. before time of bid opening)

To,

The Managing Director,
Assam Tourism Dev. Corporation Ltd.,
4th Floor, Asom Paryatan Bhawan,
A.K.Azad Road, PaltanBazar , Guwahati 781008. .

Subject: Authorization for attending bid opening on _____(date) in the
EOI no -----Mktg dated for Empanelment of Event Management Agencies.

Following persons are hereby authorised to attend the bid opening for the EOI mentioned
above on behalf of _____

(Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

**Signatures of the bidder Or of
the Authorised Signatory**

**Documents on behalf of
the bidder.**

**(Maximum of two representatives for any bidder shall be authorised and permitted to
attend the Bid Opening.)**

SECTION-X
QUALIFICATION INFORMATION

PARTICULARS FOR EMPANELMENT OF EVENT MANAGEMENT AGENCIES

1.	For Individual Bidder Constitution or legal status of Event Management Agency. (Copy of Certificate of incorporation issued by Registrar of Company).	: Name :- Full Address:- Mobile No. : E-mail i.d. : Website : Fax No. :
2	Address of Office in Guwahati / Presence in Guwahati Tel. Nos. Mobile Nos. FaxNo. E –mail		
3	Year of Establishment Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.)		
4	Place of Registration	:
5	Principal Place of Business	:
6	Power of Attorney / Board Resolution of the Signatory of EOI:	:
7	Turnover (Attach Certificate from Chartered Accountant)	:	2019-20 Rs. 2020-21 Rs. 2021-22 Rs.

9. Experience of at least 5 years like Exhibition, Foundation day / Jubilee celebration / functions, Award function, Product launches and other entertainment project for PSU's/Govt. bodies/Semi Govt. bodies/Any Body Corporate/Corporation in the field of National & International Event Management which should not be prior to 2017.

Sl. No.	Name of the Employer	Description of Work	Contract No.	Value of Contract (In Rs.)	Date of Issue of work order
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>

10. Relevant experience of organizing similar Exhibition/Festival/Event/Entertainment during last 5 years PSU's/Govt. bodies/Semi Govt. bodies/Any Body Corporate/Corporation in the field of National & International Event Management which should not be prior to 2017.

Sl. No.	Name of the Employer	Description of Work	Contract No.	Value of Contract (In Rs.)	Date of Issue of work order
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>

11. Execution of similar assignments with a cumulative work order value of minimum Rs.2.00 Crore for Category (A) and Rs.50.00 Lakhs for Category (B) including projects like Exhibition, Foundation day / Jubilee celebration / functions, Award function, Product launches and other entertainment project for PSU's/Govt. bodies/Semi Govt. bodies/Any Body Corporate/Corporation in last five years including FY 2020-21 and this current year. Which should not be prior to 2017.

Sl. No.	Name of the Employer	Description of Work	Contract No.	Value of Contract (In Rs.)	Date of Issue of work order
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>

12. Qualifications and experience of key personnel required for administration:-

Position	Name	Qualification	Year of Experience	Years of Experience in the Proposed position
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Event Manager				
Anchor				
Public Relation Officer				

13. Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports copies.

.....

14. Name, address, telephone number and fax numbers of the Event Management agents bankers who may provide references if contacted by the **Managing Director, ATDC Ltd., A.K. Azad Road, Paltanbazar, Guwahati-8.**

.....

15. Information on litigation history in which the Event Management agencies is involved.

Order Party	Employer	Cause of Dispute	Amount Involved	Remark showing present status
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>

16. Whether serving other tourism development corporations/boards etc. recently or has served in the past, if so, please attach a copy of work order or other suitable proof such as copies of work orders at various times.

17. Details of awards in media / visuals from the reputed organization, if any. (attach copies of certificates).

18. Profile of the agencies

19. Copy of PAN CARD.....

20. Copy of GST Regd. certificate.....

21. Copy of Trade License

22. Copy of Labour License

23. Other documents if any.....

24. EOI processing fees Rs. (Non-Refundable) in the form of.....

No. Date

25. EMD deposit Rs. (Refundable) in the form of.....

No.Date

Signature _____

Seal & Signature of the Event Management Agency