



Delhi Tourism

Delhi Tourism & Transportation Development Corporation Ltd.
18-A, DDA, SCO Complex, Defence Colony, New Delhi – 110024

NOTICE FOR INVITING E-TENDER (EOI)

DTTDC invites e-tender (EOI) from the Companies/ firms/agencies for Empanelment as Event Management Company through e-procurement of GNCTD for an initial period of 01 year. E-tender form with other Terms & Conditions can be downloaded from <http://govtprocurement.delhi.gov.in>

Pre-bid meeting on 12.03.2025 at 11.30 am onwards at above mentioned address. The last date for online submission of bid is 26.03.2025 till 04.00 pm

Corrigendum, if any will appear only at <http://govtprocurement.delhi.gov.in>

General Manager
DTTDC



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

**Expression of Interest
(EOI)**

For Empanelment of Event Management Agencies

(March 2025)



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

1. Disclaimer

- 1.1** The Expression of Interest (EOI) for Empanelment of Event Management Agencies for executing activities **has been** mentioned in sections from 4 to 5.5 in this document.
- 1.2** The information contained in the Tender Document and 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, **has been** provided to applicants on the terms and conditions set out in this EOI 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 EOI, 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 last date of receiving Pre-bid queries. 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 EOI document and the document is complete in all respects.
- 1.4** The EOI documents are neither **agreement, offers nor invitations** 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 statements do not **claim** to contain all the information that each applicant may require. The EOI document may not be appropriate for all persons, and it is not possible for Delhi Tourism & Transportation Development Corporation Ltd., other employees to consider the objectives, technical expertise and particular needs of each party who reads or use the EOI document. The assumptions, assessments, statements, and information contained in the EOI document, may not be complete, accurate, adequate, or correct, **therefore**, each applicant should, conduct its own investigations and assumptions, assessments and information contained in the EOI document and obtain independent advice from appropriate sources.

- 1.5 Information provided in the EOI 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 accept any responsibility for accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 1.6 Delhi Tourism & Transportation Development Corporation Ltd and its employees 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 EOI documenter 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 upon the statements contained in the EOI document **by any applicant.**
- 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 EOI document which will be posted on the e-procurement site of GNCTD. It will be the responsibility of the interested applicant to **remain diligent and** keep themselves informed about the same.
- 1.9 The issue of this EOI 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 an applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.



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S. No	Activity	Date & Time
1.	Date of Publishing and Downloading of E-tender	05.03.2025
2.	Pre-bid Meeting at DTTDC H.Q. Address: 18-A DDA, SCO Complex, Defence Colony, New Delhi-24.	12.03.2025 at 11.30 am onwards
3.	Last Date of Receiving Pre-Bid Queries	12.03.2025 upto 05.00 pm
4.	Last Date of submission of Bid	26.03.2025 upto 04.00 pm
5.	Opening of Technical Bid	26.03.2025 upto 04.30 pm
6.	Presentations	To be intimated

Contact Details:

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2. 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, Strategies 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 one year from the date of empanelment i.e., date of signing/execute **agreement (Annexure-II)**, subject to periodical (six monthly) review of their performance. The empanelment can be extended for a period of one year if the performance of the Event Management Agency is found satisfactory, without any violation of the terms and conditions of this Agreement in the last one year.

B. Event Management agencies who applied for empanelment and found eligible at the time of review will be empanelled for one year as per terms and conditions of empanelment.

Now DTTDC is issuing'/floating, **Expression of Interest** for empanelment of Events Management Agencies for above said purpose.

3. 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 at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience, material etc. As and when required, branding expert should be provided by the empanelled event management agency for branding and marketing purpose.
- 3.2 To plan the strategy & way forward for the participation in any event decided by DTTDC or any other Department of Govt. of NCT of Delhi, DTTDC reserves the right to alter, change the date including postponement, cancellation and preponement of the event at its sole discretion for any reason including administrative reasons. The damages/expenditure incurred, if any, on any arrangement for Services/Task/activities/Events, DTTDC/ GNCTD or its client will amicably assess the damages and **Event Management Agency** shall be liable to pay the assessed expenditure.
- 3.3 To plan, organize, and participation in State level/national level and international level tourism related events/Expo/Marts/Road shows/exhibition 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, curate, 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 **from**

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 Bidding agency must be capable of arranging renowned artists, musician, music instruments, crew members, or any other specialize experts relevant to any specific event **at their own cost and expenses.**
- 3.5.6 Bidding agency must be capable of arranging renowned chefs if required for any specific events.
- 3.5.7 PR Management and Media Management e.g., print media, electronic media, social media, outdoors, indoor publicity etc.
- 3.5.8 The selected agency will use the social media platforms like Facebook, Twitter, Instagram, LinkedIn, You Tube etc. for branding, publicity and promotion of events at pre and post stages of events.
- 3.5.9 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 **Event Management 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

Events Management Agencies (**EMAs**) shall be responsible for organizing and managing events from conception stage to completion stage on 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, dais Management, background Management, Light & Sound Management, Support Staff & Crew Member Management, Catering, Sanitation, Logistics and Transportation, VIPs & other dignitaries Protocol Management, Security arrangement, arranging sponsorship, along with the entire set of equipment material,

decoration, complete venue preparation, etc. Engaging Celebrities, artists etc. as and when required.

Apart from above mentioned works, the **empanelled** event management agencies may be called for other allied works like signage backdrop, creative multi-media works, social-media, printing, production of video/TVCs, and photography/videography.

4.1 Infrastructure: Keeping the theme of the events in mind and to keep long lasting memorable effect on visitor/participants all the infrastructures must be planned, designed, and implemented in most effective way. Kindly note CLIENT/DTTDC will only identify venue on “as is where is” basis, Event Management Agency have to prepare it as per Event. The **Event Management Agency** should strictly follow the provision of disabled friendly access in and around the venue.

5.1.1 Pre-Event Temporary Infrastructure (list is not exhaustive):

- Booking of venue.
- Green room, vanity van for artists
- 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 spotlights.
- Providing power plug point.
- Fixing of posters on the panel or stand-alone panel. 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.
- Installation and management of CCTV & DFMD
- 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 (wherever 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, Wheelchair Access.
- Fire Safety Backup Plan & Arrangement of Entire System
- Mother care room, Chemical toilets
- Stage Preparation:
 - Design & Decoration. Colored Theme Selection
 - Stage Light and Background Video Screens/Other Video Screen on Ground
 - Standees/backdrops design and Printing
 - Dais 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
- Overall Security Arrangement with Coordination of concern Department
- Arrangement of Refreshment Area in and around Parking/or Other Relevant Area.
- 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 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 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 Opening & Closing Ceremony of any event.
- Any other work related to event as assigned by DTTDC.

5.1.2 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/wires
- 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.

5.1.3. Ideas/Soft Skills/Human Resource/Other.

- Providing Innovative Idea for “Official Inaugural of Events”
- **Providing curator for the event etc.**
- 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/ Storyteller/ 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. Crowd Management System- Visitors
 - g. Client may ask to Increase or Decrease USHERS/ANCHORS as per requirements.
- Designing & Printing of Leaflets/Standees/Flyers/
- Designing and Printing of Car Passes/Busses/Bike for All Entrants to Venue
- Designing and Printing and Preparing of Delegates KIT/Bag with Pen-writing Pad-Marker-all with Event Logo.

5.1.4 Hospitality (list is not exhaustive)

- 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

5.2 Post Event (list is not exhaustive)

- 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 EMA.
- Submitting the Project report to DTTDC.
- Providing Video and Audio Recording (Edited & Non-Edited)

5.3 Promotion (list is not exhaustive): Promotion and publicity of the event

- **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

5.4 Manpower (list is not exhaustive):

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

5.5 Sponsorship (list is not exhaustive):

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

5.6 BACK-END SUPPORT:

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

6 Brief Eligibility Criteria for Empanelment of Agencies.

Criteria	Documents to be submitted
Company i. Should be a company registered under the provisions of the Indian Companies Act 2013/ Companies Act 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act 2008, or Proprietorship firm or a Proprietorship firm ii. Registered with the Income Tax Authorities iii. Registered with GST Network iv. Should have been in business in this fields at least for last 05 years.	i. Copy of certificate of incorporation along with name, change if any ii. Copy of PAN Card iii. Copy of GST registration certificate iv. Copy of at least one work order for the work executed by the agency on or before 28 th February 2019.
Financial Capacity Average Turnover, in the relevant event management field, of Rs 02 (Two) Crores during 03 (three) completed financial years. (i.e. 2021-22, 2022-23 and 2023-24). <i>Turnover from advertisements like Print Advertisement/Electronic Advertisement/ outdoor-indoor advertisement; or marriage/family events organizing/broadcasting fees of events will not be considered.</i>	Certificate from the chartered accountant with UDIN and Signature.
Experience in Organizing Events & their Management	At least 05 years of experience in the relevant field of event management

Criteria	Documents to be submitted
<p>Minimum number of past events required:</p> <p>04 (four) National events, tourism events, sports events, or related work of a similar nature for government or public sector organization, and/or other private/non-profit or development organizations. <i>Besides above, the preference will be given to those who has experience of organizing one event with the participation of other countries during last 03 years (2021-22, 2022-23 and 2023-24).</i></p> <p>Each event with minimum event value of Rs. 40 Lakhs.</p>	<p>i. Work order</p> <p>ii. Completion Certificate</p>
<p>Bid Security Deposit:</p> <p>Rs 5,00,000/- (Five Lakhs only) in favour of Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC)</p>	<p>By way of Demand draft or payment online.</p>
<p>Performance Security for Specific event</p>	<p>There will be performance security in the form of Bank Guarantee (BG) of <u>5% of contract value</u> of specific events. No interest will be paid on performance security.</p>

6.1 Required list of documents as per Eligibility:

Company: The Applicant should be a single business entity which shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013, or a sole proprietorship firm, or partnership firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.

ii. A sole proprietorship firm or 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. Consortium is not allowed.

6.2 At least 05 (Five years) years of experience in the field of international/national events, tourism events, sports events or related work of a similar nature for governments and/or other non-profit or development organizations and one event **at least** should be with the participation of other countries. Relevant documents to be attached. **Parents/Sister Concern Documents will not be considered.**

6.3 Turn Over Criteria: Average Turnover, in the relevant event management field, of Rs 02 (Two) Crores during 03 (three) completed financial years. (i.e., 2021-22, 2022-23 and 2023-24). A duly certified certificate from the Chartered Accountants (CA) firm will be required. CA registration number and Stamp should be on these documents.

Note: Transactions of Printings/Hoarding/Banner, marriage event Management, etc., will not be considered.

6.4 Technical Criteria: The agency must have organized at least 04 National events, Tourism, Sports event or work of a similar nature for Government/ Public Sector organizations/Private Sectors/other non-profit or development organizations. Preference will be given to those who has experience of organizing one event with the participation of other countries during last 03 years (2021-22, 2022-23 and 2023-24). Each event with minimum event value of Rs 40 Lakhs.

6.5 Blacklist: Should not be blacklisted since last 06 months as on date of bidding by any Government/Public sector organization. An affidavit on stamp of Rs. 100/- shall be submitted by the interested bidder as a proof of certificate.

6.6. Office in Delhi/NCR: Bidder shall have an operative office in Delhi/NCR.

6.7 Bid Security Deposit:

Every bidder shall have to furnish a Bid Security Deposit of Rs 5,00,000/- (Five Lacs only) in favour of Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) through Demand Draft (DD) or payment online.

Bank Detail:

Name of the Bank	Bank's Address	Account Name & Number	Account Type	IFSC Code & MIRC Code
Central Bank of India	Defence Colony, New Delhi- 110024.	Delhi Tourism & Transportation Development Corporation Ltd (DTTDC) A/c. No 1001014471	Current Account	CBIN0280302 110016024

7 Evaluation criteria- (Maximum marks=100)

S. No	Criteria	Marks	Maximum Marks
1	<p>At least 05 years of experience in event management including delivery of high-profile events, governments, tourism events and/or other non-profit or development organizations, or related work of a similar nature</p> <p><i>(Detail of these Events must be presented in client presentation)</i></p>	<p>(A) 04 (four) events -</p> <p>i. Out of which Each event of minimum value of Rs 40 Lakhs in last 03 Years (2021-22, 2022-23 and 2023-24) = 12 marks</p> <p>ii. Out of which one event above Rs.40 Lakhs to Rs.01 crores = 6 marks (additional)</p> <p>iii. Out of which one Event of above 01 crores = 06 marks (additional).</p> <p>(B) More than 04 (four) events</p> <p>i. For each event of minimum value of Rs 40 Lakhs = 3 marks subject to maximum of 06 marks.</p>	30
2	<p>The preference will be given to those who has experience of organizing one event with the participation of other countries during last 03 years (2021-22, 2022-23 and 2023-24).</p> <p>Each event with minimum event value of Rs. 40 Lakhs.</p> <p><i>*Any event organized within or outside of India where more than 1 country participated e.g. IFFI Goa, Defence Expo, Cannes Film Festival, Sports Event, Investors Summit etc. These names are just for reference.</i></p>	<ul style="list-style-type: none"> 01 International event of minimum value upto Rs 1.20 crore - 3 Marks In case of event value is more than Rs. 1.20 crores – 02 additional marks 	05
3	<p>Average Annual Turnover in the relevant event management field duly certified from a Chartered Accountants in 03 (three) completed financial years. (i.e. (2021-22, 2022-23 and 2023-24) should be at least Rs. 02 (Two) Crore</p>	<ul style="list-style-type: none"> Rs. 02 Crores = 10 marks. Above Rs.02 crores to Rs.04 crores – 2.5 marks Above Rs.04 crores – additional 2.5 marks 	15
4	<p>Key personnel</p>	<p>Full deployment of the following key personnel (Maximum Marks for each profile)</p> <ul style="list-style-type: none"> Project Head/Planner = 2 Marks. Director of Photography 	05

S. No	Criteria	Marks	Maximum Marks
		(DOP) = 01 Marks. • Production Head/Director = 01 Marks. • Content Director = 01 Marks (Give details about qualifications and minimum 03 years of experience in handling similar assignments in the field of event management)	
5	<p>Presentation: The agencies shall be required to give a PowerPoint presentation before the Technical Evaluation Committee.</p> <p>(Eligible bidders will be giving live presentation at the client office i.e. DTTDC office. Presentation duration would be 25-30 minutes).</p> <p>Presentation should cover past events, case studies, innovations in technology and creative ideas and client.</p> <p>After the presentation the bidder is requested to submit the Soft and Hard copy of their respective Presentation.</p>	<p>The presentation shall cover the following points –</p> <ul style="list-style-type: none"> Proposed Methodology and implementation plan Use of Innovative Technologies in the show, content & Films for the show Audience Interaction Concepts Case study to be presented for organizing the outdoor event consisting of crowd more than 2000 people including its layout preparation, designing of theme area, digital promotion & communication, and branding & marketing. 	45

Technical Evaluation Passing Threshold – 70% of the Total Points..

8. Detailed List of documents to be submitted online with bidding documents. A hard copies of all documents must be submitted at DTTDC H.O 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024 :

8.1	Financial Statement and turnover certificate specifically from the event management field for the last 03 years i.e., (2021-22, 2022-23 and 2023-24) (the “Financial Capacity”). A certificate from CA is required with UDIN (Unique Document Identification Number) and signatures.
8.2	Company registration proof i.e. proprietorship/partnership/ Limited Liability partnership (LLP)/Pvt Ltd.
8.3	Copy of Goods & Service Tax (GST) Registration Certificate of the entity.
8.4	Proof of experience/work orders & Completion Certificate as required in eligibility criteria and technical proposal.

8.5	Copy of Income Tax Return (ITR) acknowledgements of last 03 years.
8.6	Proof of continuous & regular existence for the last 05 years.
8.7	The tenderer shall submit an affidavit on stamp paper Rs 100 with the technical bid that the firm has not been blacklisted by any of the government/ public sector organization in last 6 month as on the date of submission of the bid.
8.8	List of important clients along with performance certificate from at least two clients during last 03 years – supporting documents with reference to the experience clause i.e., work order and performance report certified by client to be attached.
8.9	The list of technically qualified and competent professionals on rolls and their qualification and experience. A self-declaration letter by HR departmental head/ Director/ Partner/ Proprietor shall be submitted
8.10	Corporate profile, Details of ownership and organization structure of the agency. All the statutory documents are to be attached.
8.11	List of major campaigns/Event organized by the Agency.
8.12	Duly filled, signed & stamped as Annexure - 1.
8.13	Any other document required in support of eligibility criteria.
8.14	Bid Security Deposit proof.

9. Terms & Condition:

- 9.1 Though adequate care has been taken in the preparation of this EOI Document, the Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the MD & CEO, 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 EOI Document and the document is complete in all respects.
- 9.2 The EOI Document is not an agreement and is neither an offer by the Delhi Tourism & Transportation Development Corporation Ltd. to the prospective Bidders 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 EOI.
- 9.3 The EOI 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 Bidder may require. The EOI 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 EOI Document. The assumptions, assessments, statement, and information contained in the EOI Document, may not be complete, accurate, adequate or correct, each Bidder should, therefore, conduct its own investigations and assumptions, assessments and information contained in the EOI Document and obtain independent advice from appropriate sources.

- 9.4 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 Bidder 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 EOI Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI Document and any assessment, assumption, statement or information contained therein or deemed to form part of the EOI Document or arising in any way in this Selection Process.
- 9.5 Delhi Tourism & Transportation Development Corporation Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Bidder upon the statements contained in the EOI 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 EOI 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.
- 9.6 The issue of this EOI Document does not imply that Delhi Tourism & Transportation Development Corporation Ltd. is bound to select a Successful Bidder 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. The award of project to the bidders will depend upon both, the quality of items and quoted market rate list provided during the bidding stage. The vendor must ensure their market rates comply with quality of their material. Creative ideas and presentation on ambience of the planned event will also be considered during the bidding stage. Quality of items will be considered as per the recommendation of designated committee. The terms and conditions mentioned in the EOI will be part of the agreement with the successful selected event agencies.
- 9.7 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 Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the Selection Process.
- 9.8 In the event that DTTDC approaches the Event Management Agency for organizing events, and after an initial assessment or perusal of the scope of work, additional tasks, modifications, or new requirements are introduced, it shall be the sole responsibility of the Event Management

Agency to undertake and execute such additions as part of its engagement. DTTDC shall not, under any circumstances, be responsible or liable for any obligations, commitments, financial implications, or consequences arising from such additional work. The Event Management Agency shall ensure that all such modifications or expansions of scope are undertaken at its own risk, cost, and discretion, without any recourse to DTTDC for financial, legal, or operational support. Furthermore, any agreements, understandings, or commitments made by the Event Management Agency with such external entities shall be independent arrangements, and DTTDC shall not be a party to or be held accountable for any claims, disputes, or liabilities arising therefrom.

- 9.9 It is expressly understood and agreed that the sole responsibility for undertaking, managing, executing, and completing such work shall rest entirely with the Event Management Agency. DTTDC shall have no role, obligation, or liability in relation to the commencement, progress, or completion of such work, and any agreements, commitments, or understandings between the Event Management Agency and such entities shall be independent arrangements, without any involvement or accountability on the part of DTTDC. DTTDC shall not, under any circumstances, be held responsible or liable for any claims, disputes, legal proceedings, or financial obligations arising out of or in connection with such engagements, whether initiated by the concerned entities, third parties, governmental authorities, or any other stakeholders. Any issues, including but not limited to contractual disputes, financial claims, breach of obligations, delays, or non-fulfilment of deliverables, shall be solely addressed and resolved by the Event Management Agency at its own cost, risk, and responsibility, without any recourse to DTTDC.
- 9.10 It is further agreed by the Event Management Agency that DTTDC shall not be responsible or liable for any accidental damages, personal injuries, loss of property, or any other harm caused to individuals, whether arising due to negligence, operational lapses, technical failures, or unforeseen circumstances during the execution of such work. The Event Management Agency shall also be solely accountable for any violations related to traffic regulations, public nuisance, environmental laws, safety standards, labor laws, or any other statutory and regulatory breaches occurring in the course of performing the assigned work. Any fines, penalties, prosecutions, legal proceedings, or actions imposed by government authorities, law enforcement agencies, regulatory bodies, or affected individuals due to such violations shall be the exclusive liability of the Event Management Agency, and DTTDC shall remain fully indemnified against any such consequences.
- 9.11 The Event Management Agency shall have the sole and exclusive responsibility for the engagement, employment, and management of all personnel, staff, workers, consultants, or any other individuals appointed or engaged in any capacity for the execution of its work. All decisions related to recruitment, employment terms, remuneration, benefits, termination, and any other employment-related matters shall be independently undertaken by the Event Management Agency without any involvement or obligation on the part of DTTDC. It is expressly agreed

that no employee, staff member, or representative engaged by the Event Management Agency shall be deemed to be an employee, agent, or representative of DTTDC under any circumstances. Further, all statutory and contractual obligations concerning employees, including but not limited to salary payments, allowances, provident fund contributions, insurance, gratuity, bonuses, pensions, compensation, leave entitlements, or any other benefits under applicable labor laws, shall be the sole responsibility of the Event Management Agency. Any claims, disputes, complaints, or legal proceedings initiated by any employee, labor union, statutory authority, or any third party concerning employment-related matters shall be solely defended, managed, and settled by the Event Management Agency at its own cost and risk.

- 9.12 DTTDC shall not, under any circumstances, be held responsible or liable for any claims, demands, liabilities, or legal proceedings arising out of or in connection with the employment of personnel by the Event Management Agency. Any penalties, fines, settlements, or compensations awarded by a court, tribunal, or statutory authority due to non-compliance with labour laws, employment contracts, or other employment-related regulations shall be the exclusive liability of the Event Management Agency. The Event Management Agency shall indemnify and hold DTTDC harmless from any losses, damages, costs, or liabilities arising from such claims or disputes.
- 9.13 EOI bidding **does not** automatically qualify to Empanelment of Agencies.
- 9.14 Bidder must have an operative office in Delhi/NCR.
- 9.15 DTTDC reserves the right to cancel or amend the EOI notification fully or partially.
- 9.16 The above scope of work may 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 EOI to be floated for actual events.
- 9.17 Bid Security Deposit will have to be paid by every bidder. No Interest will be paid on **the** Bid Security Amount.
- 9.18 Bid Security Amount of unsuccessful agency (those who did not qualify for empanelment) will be returned after 60 days of Bidding process completed. No interest will be paid on Bid Security Amount.
- 9.19 Performance Security: There will be performance security of 10 % of contract value of specific Event. No Interest will be paid on Performance Security.
- 9.20 Performance security amount will be over and above the Bid Security deposit.
- 9.21 Empanelment of Event Management Company **does not** enforce that Empanelled agency will get organization of Event.

- 9.22 DTTDC reserves the right to issue a separate open/limited tender for any specific event.
- 9.23 All the documents submitted must be in English. The cost of documentation will be borne by the applicants.
- 9.24 **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 as the case may be.
- 9.25 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.
- 9.26 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.
- 9.27 DTTDC will have the right to reject any or all Proposals.
- 9.28 Parents/Sister concern Documents will not be considered.
- 9.29 Notwithstanding anything contained in this EOI, 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.
- 9.30 Empanelment of agencies shall be done on the basis of criteria enumerated in the EOI and different terms and conditions stated.
- 9.31 Copies of GST should be enclosed.
- 9.32 EOI form shall be filled in ink or typed. No EOI filled in pencil shall be considered. The bidder shall sign the EOI form at each page and at the end in token of acceptance of all the terms and conditions of the EOI.
- 9.33 Direct or indirect canvassing on the part of the EOI or his representative will be a disqualification.
- 9.34 No interest shall be payable on earnest money deposited
- 9.35 Detail scope of actual event, Terms and Condition, Penalty clauses etc of any event will be published in RFP of actual event.

10. Force Majeure

10.1 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, 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.

10.2 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
- (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.
- (iii) Insufficiency of funds or inability to make any payment/BG required hereunder.

10.3 **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.

10.4 Measures to be Taken:

10.4.1 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.

10.4.2 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.

10.4.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- 10.4.4 In Case of Force Majeure, EMA/EMC has to perform the services within the period decided amicably or as per written agreement with the Client/DTTDC/ GNCTD.
- 10.4.5 In case of damages/expenditure incurred, if any, on any arrangement for Services/Task/activities/Events due to Force Majeure, DTTDC/ GNCTD/ its client will amicably assess and resolve the issue of damages/ expenditure along with Event Management Agency.
- 10.4.6 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in Delhi Jurisdiction.
- 10.4.7 If after a period of three (3) days the force majeure has not ceased, the EMCs 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.
- 10.4.8 If the force Majeure continues for a period beyond two months and no mutually satisfactory resolution is possible then the DTTDC/ GNCTD/client shall have the right to terminate this agreement in writing.

11. Termination: DTTDC may terminate this empanelment of EMA/EMC in case of the occurrence of any of below events

- 11.1 If the EMA/EMC becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- 11.2 If the EMA/EMC, on due investigation and in the judgment of the “DTTDC”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- 11.3 If the EMA/EMC submits to the “DTTDC” a false statement which has a material effect on the rights, obligations, or interests of the “DTTDC”.
- 11.4 If the EMA/EMC places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DTTDC.
- 11.5 If, as the result of Force Majeure, the EMA/EMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 11.6 If the “DTTDC”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

In such an occurrence as aforesaid the “DTTDC” shall give not less than fifteen (15) days’ written notice of termination to the Event Management Agencies/Companies.

12. Indemnification

- 12.1 The Bidder shall fully indemnify, defend, and hold harmless **Delhi Tourism and Transportation Development Corporation (DTTDC)**, its officers, employees, agents, and representatives (hereinafter referred to as the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, demands, actions, costs, expenses, fines, and

penalties, including but not limited to reasonable legal fees and litigation expenses, arising directly or indirectly from:

- (i) any breach, default, or non-compliance by the Bidder with the terms and conditions of this Agreement, including any representations, warranties, or obligations undertaken herein;
- (ii) any negligence, misconduct, fraud, or willful default by the Bidder, its employees, subcontractors, or agents in the performance of its obligations under this Agreement;
- (iii) any third-party claims, suits, or legal proceedings arising out of or in connection with the services provided by the Bidder, including claims related to intellectual property rights, personal injury, property damage, or contractual breaches;
- (iv) any failure by the Bidder to comply with applicable laws, regulations, government orders, or statutory requirements in the execution of its obligations under this Agreement; and
- (v) any liability, loss, or damage incurred by DTTDC due to any act or omission of the Bidder resulting in financial, reputational, or operational harm to DTTDC.

12.2 The Bidder's indemnification obligations shall survive the expiration or termination of this Agreement. In the event that any claim is made against DTTDC, the Bidder shall promptly assume the defense of such claim at its own expense and shall not settle any claim without the prior written consent of DTTDC. DTTDC reserves the right to engage its own legal counsel at the expense of the Bidder, should it deem necessary.

13. Penalty for Empanelled Agency:

- 13.1 Empanelled agency will be bound to participate in every bidding for any specific event. If any agency does not participate in any 3 consecutive bidding process, up to presentation stage, their Bid Security Deposit will be forfeited.
- 13.2 Empanelment is for one year and no agency can walk out of contract after the empanelment. If any agency wants to terminate the contract during the contract empanelment period (i.e. one year) or does not honour the letter of award or breaches the contract in any manner whatsoever, bid Security Deposit will be forfeited subject to right of the DTTDC to blacklist the Event Management Agency and claim the damages and/or penalties
- 13.3 If during empanelment period it is found that the agency has given/stated any false documents, empanelment will be terminated, and Bid Security Deposit will be forfeited and DTTDC may levy damages and penalties for breach by the Event Management Agency.

14. Intellectual Property Right (IPR): Use of documents and information:

- 14.1 The Bidder shall not, without prior consent from DTTDC, disclose/share/use the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of DTTDC, in connection therewith to any person other than a person employed by the bidder in the performance of the contract.
- 14.2 The bidder shall not, without prior written consent of DTTDC, use any documents or information made available for the project, except for purposes of performing the contract.
- 14.3 All the copyrights to websites, brochures, coffee table books, films, merchandise, and any content creation related to these events and other publicity material shall rest with DTTDC and the agency shall share the soft/editable version of all the above-mentioned contents related to the events before the final settlement of payment related to the mentioned events.

15. This tender document will be part of Agreement which will be signed between the selected bidders of panel with DTTDC for 01 year.

16. Description:

- DTTDC: Delhi Tourism & Transportation Development Corporation.
- GNCTD: Government of National Capital Territory Delhi.
- EMA/EMCs/Agency: Event Management Agencies/ Events Management Companies
- Events: Any events/ Conference/ Meetings/ Travel or Tourism Exhibitions/ Travel Road Shows/ Tourism Symposium/ Defence Expo, Investors Submit, or any other event decided by DTTDC/GNCTD.
- Client: DTTDC or any organization or department for whom DTTDC has to organize or perform any event.

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

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



**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

S.No.	Name of the Company	Submit details with proof and Page No.
1.	Registered office Address	
2.	Delhi Office Address with Contact person and number.	
3.	Telephone/Mobiles Nos.	
4.	e. Mail	
5.	Year of Establishment	
6.	Fax No.	
7.	Type of Company ❖ Partnership ❖ Private Limited Company ❖ Sole Proprietorship ❖ LLP ❖ Other (Please Specify)	
8.	Contract Executive(s) Name (Office) Designation Telephone Nos. (Mobile) E-mail	
9.	Name of the Promoter/Proprietor	

S.No.	Name of the Company	Submit details with proof and Page No.
10.	Parent Company, if any, please attach document(s)	
11.	Corporate profile, Details of ownership and organization structure of the agency. All the statutory documents are to be attached.	
12.	Proof of continuous & regular existence for the last 05 years.	
13.	List of major campaigns/Event organized by the Agency.	
14.	Details of the major events undertaken in last five years	
15.	Details of the major Government events undertaken in last five years	
16.	Details of the International Events, if any	
17.	Copy of atleast one work order for the work executed by the agency on or before 28.02.2019.	
18.	List of important clients along with performance certificate from at least two clients during last 03 years – supporting documents with reference to the experience clause i.e., work order and performance report certified by client to be attached.	
19.	Are you on the panel of any Government Agency, if yes, submit evidence	
20.	Proof of experience/work orders & Completion Certificate as required in eligibility criteria and technical proposal.	
21.	Date of establishment of the Applicant Business	
22.	Whether Income Tax Payee/if so, Income Tax Authority with whom assessed and the Income Tax Number Copy of Income Tax Return (ITR) acknowledgements of last 03 years.	Yes/No
23.	Good & Service Tax Registration, details (Please attach a copy)	
24.	PAN No.	
25.	Name of the bankers with A/C number including details of credit worthiness/credit limit	
26.	Details of the Annual Accounts for last	

S.No.	Name of the Company	Submit details with proof and Page No.
	03 years (enclose balance sheet)	
27.	Financial Statement and turnover certificate specifically from the event management field for the last 03 years i.e., (2021-22, 2022-23 and 2023-24) (the “Financial Capacity”). A certificate from CA is required with UDIN (Unique Document Identification Number) and signatures.	
28.	The tenderer shall submit an affidavit on stamp paper Rs 100 with the technical bid that the firm has not been blacklisted by any of the government/ public sector organization in last 6 month as on the date of submission of the bid.	
29.	The list of technically qualified and competent professionals on rolls and their qualification and experience. A self-declaration letter by HR departmental head/ Director/ Partner/ Proprietor shall be submitted	
30.	Bid Security Deposit proof.	
31.	Any other information (attach documentary evidence pertaining to all the points above) (Any other document required in support of eligibility criteria).	

S. No	Criteria	Events value	Submit details with proof & page No.
1	At least 05 years of experience in event management including delivery of high-profile events, governments, tourism events and/or other non-profit or development organizations, or related work of a similar nature <i>(Detail of these Events must be presented in client presentation)</i>	(A) 04 (four) events - I. Each event of minimum value of Rs 40 Lakhs in last 03 Years (2021-22, 2022-23 and 2023-24) II. event above Rs.40 Lakhs to Rs.01 crores, if any III. one Event of above 01 crores, if any B) More than 04 (four) events, if any (i) Each event of minimum value of Rs 40 Lakhs	

S. No	Criteria	Events value	Submit details with proof & page No.
2	<p>The preference will be given to those who has experience of organizing one event with the participation of other countries during last 03 years (2021-22, 2022-23 and 2023-24).</p> <p>Each event with minimum event value of Rs. 40 Lakhs.</p> <p><i>*Any event organized within or outside of India where more than 1 country participated e.g. IFFI Goa, Defence Expo, Cannes Film Festival, Sports Event, Investors Summit etc. These names are just for reference.</i></p>	<ul style="list-style-type: none"> 01 International event of minimum value upto Rs 1.20 crore event value of more than Rs. 1.20 crores, if any 	

All the above information/details must be supported with valid proof. All documents must be property page numbered. Please mention page number for respective proof in the above application form.

A hard copies of all documents must be submitted at DTTDC H.O 18-A, D.D.A., SCO Complex, Defence Colony, New Delhi – 110 024 by 26.03.2025 upto 04.00 pm

I/We, hereby declare that :

- I/We have read and understood the system of empanelment.
- I/We have read and understood the terms & conditions governing the empanelment; and
- I/We agree to be bound by the same.
- 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.
- The submission of the application does not guarantee automatic empanelment.

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

Signature of the Bidder _____

Name of the Bidder _____

Complete Address _____

Company Seal
Mobile No. _____

Date _____

AGREEMENT

This **Empanelment** Agreement (hereinafter referred to as “**Agreement**”) is made at Delhi on this ___day of _____, 2025(hereinafter referred to as “**Execution Date**”)

Between

Delhi Tourism & Transportation Development Corporation Ltd., an undertaking of Delhi Government having its registered office at 18-A, DDA SCO Complex, Defence Colony, New Delhi-110024 (hereinafter referred to as “**DTTDC**”, which term shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART;

AND

M/s _____, registered under _____, represented by _____and _____ having _____ its _____ office _____ at _____ (hereinafter referred to as “**Event Management Agency**” which expression shall include its executors, administrators, successors, permitted assignees and substitutes), of the other part.

WHEREAS, 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 and festivals which are conducted in collaboration with Govt. of Delhi and Govt. of India. Some of the major festivals 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 Haats at Janak Puri, INA and Pitampura 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.

WHEREAS DTTDC had resolved to make a panel of reputed Events Management Agencies for organizing and managing its events. That tenders would be called by DTTDC from amongst the Event Management Agencies on its panel for events to be organized at the various projects of DTTDC like Dilli Haat INA, Dilli Haat Pitampura and Garden of Five Senses which would be made available to empanelled agencies, subject to availability of space and approval of concept for organization of fairs, festivals and events.

WHEREAS DTTDC had invited bids from prospective Event Management Agencies by its Request for Bid No. ----- dated ----- that prescribed the terms and conditions for selection of the Event Management Agency for empanelment.

WHEREAS after evaluation of the bids received, DTTDC had accepted the bid of _____ and issued its Letter of Acceptance No. -- ----- dated -----

WHEREAS DTTDC and (Name of Event Management Agency) have agreed to enter into this Agreement setting forth the terms and conditions for empanelment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires,

- a) **"Contract"** shall mean the present **Agreement** between the DTTDC and the Event Management Agency, duly signed by their authorized representatives, for the execution of the work as described in the Scope of Work and all terms and conditions mentioned herein under.
- b) **"DTTDC"** shall mean the Delhi Tourism & Transportation Development Corporation Ltd. having its registered office at 18-A, DDA SCO Complex, Defence Colony, New Delhi-110024 and shall include its authorized representatives, successors and assignees.
- c) **"Empanelment"** shall mean enlistment of Event Management Agency with DTTDC for a limited period of one year from the date of signing of this Agreement, subject to periodical (six monthly) review of Event Management Agency's performance.
- d) **"Event Management Agency"** shall mean the firm or company which has been empanelled with DTTDC for execution of the scope of work mentioned in this Agreement.
- e) **"Evaluation Committee"** shall refer to the committee of officers formed by DTTDC to evaluate the presentation given by the Event Management Agency.

- f) **"Letter of Empanelment"** shall mean an official intimation from DTTDC to empanelled agency.
- g) **"Material Adverse Effect"** shall mean any act or event that materially and adversely affects the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement.
- h) the words **"include"** and **"including"** shall be construed without limitation and deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases.
- i) references to Applicable Laws or any provision thereof shall include amendment or re-enactment or consolidation of such Applicable Laws or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to this Agreement.

2. **COMMENCEMENT OF CONTRACT PERIOD**

- 2.1 The Contract Period shall commence from the date of signing of this Agreement.

3. **DURATION OF CONTRACT**

- 3.1 The Event Management Agency shall be empanelled with DTTDC for a period of one year from the date of signing of this Agreement, subject to periodical (six monthly) review of Event Management Agency's performance.
- 3.2 The empanelment can be extended for a period of one year if the performance of the Event Management Agency is found satisfactory, without any violation of the terms and conditions of this Agreement in the last one year.

4. **Scope of Work**

- 4.1 The Events Management Agency shall be responsible for organizing and managing events from conception stage to completion stage, ensuring that everything runs smoothly according to the world-class standards and in full compliance with government directions and regulations.
- 4.2 The Scope of Work for the Event Management Agency shall mean and include the following:

- (A) Conceptualization, designing and organizing of events/ festivals on behalf of DTTDC / Govt. of NCT of Delhi and to provide other related ancillary services in these events/ festivals.

Under this head, the Event Management Agency shall be required to carry out the following activities, amongst others:

- a) Conceptualize, design, develop, execute, manage and operationalize a plan for the respective events along with timelines.
- b) Arrange infrastructure for the events, which suit the theme of the particular event and create a long-lasting memorable effect on the visitors/participants. The infrastructure must be planned and designed in the most effective way, keeping in mind the needs of the differently abled persons. DTTDC will only identify the venue for the event on “as is where is basis” and the Event Management Agency will have to make necessary arrangements in the venue as per the event requirements.
- c) Handle all logistics such as air tickets, visa processing, accommodations, passes to venue, transportation facilities to the venue, and other activities as directed by DTTDC, required for the successful participation in the Events.
- d) Provide hardware, software and technical support for the successful organization of the event, which shall include:
 - (i) Computer/Laptops/Printer/scanner/ Charging Points/ Charging Cords/ Charging Systems/ Power Plucks/wires, etc. as required.
 - (ii) Technician to run all technical and electronic equipments.
 - (iii) Dias with complete system and projector for presentations.
 - (iv) A/V System with Live Relay System.
 - (v) Videos Screens-in Background/Large Video Screens.
 - (vi) Camera for Still Photography & Videography along with personnel.
 - (vii) Power Backup for the pre-event arrangement/preparation, during actual event and post event requirements.
- e) Create entire setup at pavilions/venue ground/ as per event’s requirement and later dismantling of the setup.
- f) Coordinate with different departments/civic agencies of Govt. NCT of Delhi/DTTDC and Govt. of India for requisite permissions to organize or participate in any event. The Event

Management 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.

- g) Arrange renowned artists, musicians, or any other **specialized** experts relevant to any specific event.
 - h) Promotion and publicity of the events through print and electronic media. The Event Management Agency shall be responsible for promoting the events through hoardings, brochures, flyers, newspaper advertisements, social media posts and videos, etc. Promotional activities shall also include designing of logo and taglines for the events.
 - i) Organize photography, videography and interviews with Hon'ble Representative of State and other senior officers during the event.
 - j) Cleaning of **the** venue of the event within the given time frame.
 - k) Arrange security personnel in coordination with the concerned department of the Government.
 - l) Fire safety backup plan & arrangement of **the** entire system.
 - m) Execute the work on short notice or as per the requirement of DTTDC.
 - n) Make payments towards any third-party claims.
- (B) Set up Tourism Marts/ Road shows on behalf of DTTDC and also set up pavilions counters on behalf of DTTDC for various National/ International Tourism Fairs/Bhagidari meets.
- (C) Promote the various properties of DTTDC by way of organizing events/ festivals in these properties.
- (D) Identify and arrange the sponsors for the events **organized** by DTTDC.
- (E) Plan the strategy & way forward for the participation in any event decided by DTTDC or any other Department of Govt. of NCT of Delhi.

- 4.3 The aforementioned list of work is general and not exhaustive in nature. It includes all other incidental activities which may be necessary to carry out the work mentioned above. Further, there may be some additional activities which shall be required to be performed by the Event Management Agency as per the tender issued from time to time which would be event specific.

5. OBLIGATIONS OF THE PARTIES

- 5.1 The obligations of the parties under this Agreement shall include the following:

- a) The Event Management Agency shall ensure that there is no deficiency in the execution of the works enlisted **under of this Agreement** as the quality of performance related to the work is the essence of this Agreement. In case of deficiency in service, DTTDC reserves the right to make deductions from the security deposit or running bills besides blacklisting the Event Management Agency.
- b) The Event Management Agency may be required to assist DTTDC in organization of DTTDC's regular festivals.
- c) The Event Management Agency will be bound to participate in every bidding for any specific event. If any agency does not participate in any three consecutive bidding process, up to presentation stage, their Bid Security Deposit will be forfeited.
- d) The Event Management Agency shall not transfer or assign this Agreement to any person or entity, save and except with the prior written consent of DTTDC, which consent the DTTDC shall be entitled to decline without assigning any reason.
- e) The Event Management Agency shall not transfer or dispose of all or any of its rights and benefits under this Agreement to any person or entity, except with the prior written consent of the Event Management Agency, which consent the Authority shall be entitled to decline without assigning any reason.
- f) The Event Management Agency shall not, without prior consent from DTTDC, disclose/share/use this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of DTTDC, in connection therewith to any person other than a person employed by the agency in the performance of this Agreement.

- g) The Event Management Agency shall not, without prior written consent of DTTDC, use any documents or information made available for the project, except for purposes of performing this Agreement.
- h) All the copyrights, intellectual property rights to websites, brochures, coffee table books, films, merchandise, and any content creation related to the events including designs, branding, videos, photographs and other publicity material shall rest solely with DTTDC and the Event Management Agency shall share the soft/editable version of all the above-mentioned contents related to the events with DTTDC before the final settlement of payment related to the events. Any breach of such intellectual property rights by the Event Management Agency, DTTDC reserves the right to take legal action including but not limited to costs, damages, expenses etc.
- i) The Event Management Agency shall indemnify, defend, save and hold harmless the DTTDC and its officers and agents, against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach or default by the Event Management Agency under this Agreement or on account of any defect or deficiency in the provision of services by the Event Management Agency or on any other ground whatsoever
- j) The DTTDC shall pay the Event Management Agency such sums as shall be agreed subsequently between the Parties for execution of work for any specific event.
- k) In the event that DTTDC approaches the Event Management Agency for organizing events, and after an initial assessment or perusal of the scope of work, additional tasks, modifications, or new requirements are introduced, it shall be the sole responsibility of the Event Management Agency to undertake and execute such additions as part of its engagement. DTTDC shall not, under any circumstances, be responsible or liable for any obligations, commitments, financial implications, or consequences arising from such additional work. The Event Management Agency shall ensure that all such modifications or expansions of scope are undertaken at its own risk, cost, and discretion, without any recourse to DTTDC for financial, legal, or operational support.

Furthermore, any agreements, understandings, or commitments made by the Event Management Agency with such external entities shall be independent arrangements, and DTTDC shall not be a party to or be held accountable for any claims, disputes, or liabilities arising therefrom.

- l) It is expressly understood and agreed that the sole responsibility for undertaking, managing, executing, and completing such work shall rest entirely with the Event Management Agency. DTTDC shall have no role, obligation, or liability in relation to the commencement, progress, or completion of such work, and any agreements, commitments, or understandings between the Event Management Agency and such entities shall be independent arrangements, without any involvement or accountability on the part of DTTDC. DTTDC shall not, under any circumstances, be held responsible or liable for any claims, disputes, legal proceedings, or financial obligations arising out of or in connection with such engagements, whether initiated by the concerned entities, third parties, governmental authorities, or any other stakeholders. Any issues, including but not limited to contractual disputes, financial claims, breach of obligations, delays, or non-fulfilment of deliverables, shall be solely addressed and resolved by the Event Management Agency at its own cost, risk, and responsibility, without any recourse to DTTDC.
- m) It is further agreed by the Event Management Agency that DTTDC shall not be responsible or liable for any accidental damages, personal injuries, loss of property, or any other harm caused to individuals, whether arising due to negligence, operational lapses, technical failures, or unforeseen circumstances during the execution of such work. The Event Management Agency shall also be solely accountable for any violations related to traffic regulations, public nuisance, environmental laws, safety standards, labor laws, or any other statutory and regulatory breaches occurring in the course of performing the assigned work. Any fines, penalties, prosecutions, legal proceedings, or actions imposed by government authorities, law enforcement agencies, regulatory bodies, or affected individuals due to such violations shall be the exclusive liability of the Event Management Agency, and DTTDC shall remain fully indemnified against any such consequences.

- n) The Event Management Agency shall have the sole and exclusive responsibility for the engagement, employment, and management of all personnel, staff, workers, consultants, or any other individuals appointed or engaged in any capacity for the execution of its work. All decisions related to recruitment, employment terms, remuneration, benefits, termination, and any other employment-related matters shall be independently undertaken by the Event Management Agency without any involvement or obligation on the part of DTTDC. It is expressly agreed that no employee, staff member, or representative engaged by the Event Management Agency shall be deemed to be an employee, agent, or representative of DTTDC under any circumstances. Further, all statutory and contractual obligations concerning employees, including but not limited to salary payments, allowances, provident fund contributions, insurance, gratuity, bonuses, pensions, compensation, leave entitlements, or any other benefits under applicable labor laws, shall be the sole responsibility of the Event Management Agency. Any claims, disputes, complaints, or legal proceedings initiated by any employee, labor union, statutory authority, or any third-party concerning employment-related matters shall be solely defended, managed, and settled by the Event Management Agency at its own cost and risk.
- o) DTTDC shall not, under any circumstances, be held responsible or liable for any claims, demands, liabilities, or legal proceedings arising out of or in connection with the employment of personnel by the Event Management Agency. Any penalties, fines, settlements, or compensations awarded by a court, tribunal, or statutory authority due to non-compliance with labour laws, employment contracts, or other employment-related regulations shall be the exclusive liability of the Event Management Agency. The Event Management Agency shall indemnify and hold DTTDC harmless from any losses, damages, costs, or liabilities arising from such claims or disputes.

6. PERFORMANCE SECURITY

- 6.1 The Event Management Agency shall, as a security for the performance of its obligations, provide to the DTTDC, an irrevocable, unconditional bank guarantee for a **sum of 5% of contract value** of specific event.

- 6.2 The **Performance Security** amount shall be over and above the bid security deposit.
- 6.3 The bank guarantee against Performance Security shall be kept valid, effective and in full force, till the completion of that specific event.
- 6.4 Without prejudice to the other rights and remedies provided hereunder, DTTDC shall have unconditional and unqualified right to encash and appropriate the Performance Security in part or in full, in the event of a failure or default of the Event Management Agency to comply with its obligations pertaining to that specific event.
- 6.5 In the event, the Performance Security for the specific event is not provided by the Event Management Agency within the period stipulated by DTTDC, the same shall entitle DTTDC to forfeit the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Event Management Agency under or arising out of this Agreement shall be deemed to have been waived off and to have ceased with the concurrence of DTTDC, and this Agreement shall be deemed to have been terminated.

7. **FORCE MAJEURE**

- 7.1 As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of non-political event, Indirect Political Event and Political Event, as defined herein under, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event
- a. is beyond the reasonable control of the Affected Party, and
 - b. the Affected Party could not have prevented or overcome by exercise of due diligence and following Standard Industry Practice, and
 - c. has Material Adverse Effect on the Affected Party.

7.2 **Natural Event**

A natural event shall mean one or more of the following acts or events:

- (a) act of God, epidemics, pandemics, outbreak of diseases (including the COVID- 19 virus), natural disaster, extremely adverse weather conditions, lightning, earthquake, landslide,

cyclone, flood, volcanic eruption.

- (b) strikes or boycotts or stoppage of work or 'bandh' (other than those involving the Event Management Agency and its respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year.
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Event Management Agency in any proceeding for reasons other than
 - (i) on account of breach of any Applicable Law or Applicable Permit or any contract, or
 - (ii) enforcement of this Agreement, or
 - (iii) exercise of any of its rights under this Agreement by DTTDC.
- (d) Any event or circumstances of a nature analogous to any of the foregoing.

7.3 Indirect Political Event

An Indirect Political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage.

7.4 Force Majeure shall not include:

1. any event which is caused by the negligence or intentional action of a Party, its agents, employees, assignees, etc.
2. any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this contract and avoid in the carrying out of its obligations hereunder.
3. Insufficiency of funds or inability to make any payment/BG required hereunder.

7.5 No Breach of Contract:

The failure of a Party to fulfill 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.

7.6 Measures to be taken

(i) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

(ii) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

(iii) For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by **Clause 7.6. (i)** and such other information as the other Party may reasonably request the Affected Party to provide.

(iv) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- (v) In Case of Force Majeure, the Event Management Agency has to perform the work within the period decided amicably or as per written Agreement with DTTDC or Govt. of Delhi.
- (vi) If after a period of 14 days, the force majeure has not ceased, the EMCs shall meet with DTTDC Authorized Officials in good faith, where they have not already met earlier to discuss the situation and endeavor to achieve a mutually satisfactory resolution to the problem.
- (vii) 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 Agreement in writing.
- (viii) In case of damages/expenditure incurred, if any, on any arrangement for activities/events due to Force Majeure, DTTDC will amicably assess and resolve the issue of damages/expenditure along with the Event Management Agency.
- (ix) In the event, there is disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled in accordance with Dispute Resolution procedure provided hereunder.

8. Termination

8.1 DTTDC may terminate the empanelment of the Event Management Agency in case of the occurrence of any of the following events:

- a) If the Event Management Agency becomes insolvent or goes into liquidation or is wound up.
- b) If the Event Management Agency on due investigation and in the judgment of the DTTDC has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Event Management Agency submits to the DTTDC, a false statement which has a material effect on the rights, obligations, or interests of the DTTDC.
- d) If the Event Management Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to DTTDC.

- e) 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 agreement.
 - f) If the Event Management Agency repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.
 - g) If the Event Management Agency commits a default in complying with any other provision of this Agreement if such default causes or may cause a material adverse effect.
 - h) If DTTDC in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 8.2 If any of the aforesaid events occur, the DTTDC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Event Management Agency; provided that before issuing the Termination Notice, DTTDC shall by a notice inform the Event Management Agency of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Event Management Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

9. Penalty for Event Management Agency

- 9.1 The empanelment is for one year and the Event Management Agency cannot walk out of contract after the empanelment. If the Event Management Agency terminates the contract during the empanelment period or does not honour its obligations under this contract or breaches the contract in any manner whatsoever, bid security deposit will be forfeited, **without prejudice**/ subject to right of the DTTDC to blacklist the Event Management Agency and claim the damages and/or penalties.
- 9.2 If during the empanelment period, it is found that the Event Management Agency has given false information or documents, the empanelment will be terminated and the bid security deposit will be forfeited and DTTDC may levy damages and penalties for such breach.

10. Dispute Resolution

- 10.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably.
- 10.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other non-privileged records, information and data pertaining to any Dispute.
- 10.3 **If the dispute cannot be settled amicably, it shall be decided through civil courts as set out below:**
- a) **The Parties expressly agrees that all Disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the civil courts at Delhi.**
 - b) **This Agreement shall be governed by and construed in accordance with the laws of Delhi.**
 - c) **Notwithstanding the foregoing, DTTDC shall have the right to seek interim relief, including injunctions or specific performance, from the competent courts to protect its rights and interests pending the resolution of the Dispute against the Event Management Agency.**
- 10.4 It is further clarified that all disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and only courts in Delhi shall have jurisdiction to determine the same.

11. Miscellaneous

- 11.1 If the Event Management Agency fails to accept the work awarded to it by DTTDC, DTTDC would be entitled to forfeit the security deposit and/or blacklist the agency.
- 11.2 Entering into this Agreement is not a guarantee to get even a single work award to the Event Management Agency as DTTDC is free to award work to any one of the empanelled agencies.

- 11.3 DTTDC reserves its right to suspend the empanelment pursuant to entering into this Agreement, in case it is subsequently found that the information provided by the Event Management Agency is inconsistent or inaccurate.
- 11.4 If any lapse/misrepresentation is subsequently found in the application form for empanelment, the MD & CEO, DTTDC may also blacklist the Event Management Agency by appointing a Committee. The Committee shall examine the issue in depth and give due opportunity of hearing to the Event Management Agency before blacklisting it.
- 11.5 Any amendment to this Agreement has no force or effect unless effected by an Agreement executed in writing by the Parties.
- 11.6 The tender document and the terms and conditions and annexure contained therein shall be read as part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively.
- 11.7 Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to other party, then such notice shall be provided to the last address so designated. In the event that either party changes its mailing address, phone number, such party shall provide the other party a five (5) day advance written notice of such change.

DTTDC
18-A, DDA, SCO Complex,
Defence Colony,
New Delhi – 110024
Phone:
Email ID:

(Name of Event Management Agency)
(Address)
Phone:
Email ID:

11.8 The failure of any party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered as a waiver of any right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND
DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR
WRITTEN ABOVE

(For and on behalf of DTTDC)

[For and on behalf of
(Event
Management Agency)]

In the presence of:

1.

2.