



JAJPUR PANCHAYAT SAMITI
REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AGENCY FOR TENTAGE & ALLIED
WORKS FOR 'MAA BIRAJA' PALISHREE MELA, 2023**

EVENT DATE: 19TH TO 23RD OCTOBER, 2023

AT MAA BIRAJA TEMPLE GROUND, JAJPUR

Issuer:
Jajpur Panchayat Samiti,
Jajpur

Address for Communication & Submission of Documents during Tender Period
Block Development Officer, Jajpur Panchayat Samiti,
Jajpur, Odisha, Pin-755007
Phone: 7008164575
Email: ori-bjajpur@nic.in

Bid Processing Fee (Non-Refundable):
Rs.6,000/- (Rupees one thousand only)

TABLE OF CONTENTS

Sl. No.	Content	Page No.
1	Disclaimer and Confidentiality	3
2	Data Sheet	5
3	Section: 1- Letter of Invitation	6
4	Section: 2 – Information to the Bidder	9
5	Section: 3 – Terms of Reference (ToR)	19
6	Section: 4– Technical Proposal Submission Forms	25
7	Section: 5– Financial Proposal Submission Forms	32
8	Section: 6– Bid Submission Check List	36

Disclaimer and Confidentiality

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The information contained in this RFP document (the “**RFP**”) or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by “**CLIENT**” to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by “**CLIENT**” or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for “**CLIENT**”, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexure/attachments/ amendments and obtain independent advice from appropriate sources. “**CLIENT**” and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to “**CLIENT**” by third parties have not been independently verified by “**CLIENT**”. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. “**CLIENT**”, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or

expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

“**CLIENT**” accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**CLIENT**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or 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 this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

“**CLIENT**” also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

“**CLIENT**” may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. “**CLIENT**” may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

“**CLIENT**” reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that “**CLIENT**” is bound to select a service provider or to appoint a successful service provider, as the case may be. “**CLIENT**” reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by “**CLIENT**” or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and “**CLIENT**” 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 Bid, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha
2.	Method of Selection & Proposal Validity	Quality cum Cost-Based Selection (QCBS) (Two Cover System)
3.	Date of Issue of RFP	09.10.2023
4.	Proposal Due Date	16.10.2023 (17.30 Hrs)
5.	Date of opening of Technical Proposal	17.10.2023 (11.00 Hrs)
6.	Date of opening of Financial Proposal	17.10.2023 (11.30 Hrs)
7.	Bid Processing Fee (Non-Refundable)	Rs.6,000/- (Rupees Six Thousand only) remitted through demand draft drawn in favour of "Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha" payable at "Jajpur"
8.	Earnest Money Deposit (EMD) (Refundable)	2% of the quoted value in shape of Demand Draft / Pay order in favour of "Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha" payable at "Jajpur"
9.	Contact Person	Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha, Pin-755007 Phone: 7008164575 Email: ori-bjajpur@nic.in
10.	Address for Hard Copy Submission of Technical Proposal	Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha, Pin-755007 Phone: 7008164575 Email: ori-bjajpur@nic.in Mode of Submission: Speed Post / Registered Post (India post) only to the address as specified above or can be submitted physically by the bidder at the aforementioned address during the office hour only and per schedule mentioned above.
11.	Place of Opening of Proposal:	Jajpur Panchayat Samiti, Jajpur, Odisha, Pin-755007 Email: ori-bjajpur@nic.in
12.	RFP can be downloaded from:	https://jajpur.nic.in

SECTION – 1

LETTER OF INVITATION

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF AGENCY FOR TENTAGE & ALLIED WORKS FOR ‘MAA BIRAJA’ PALISHREE MELA, 2023 SCHEDULED ON 19TH TO 23RD OF OCTOBER, 2023 AT MAA BIRAJA TEMPLE GROUND, JAJPUR.

1. Bidders are called upon to submit their RFP proposals (hard copy) in respect of the Project “**Selection of Agency for Tentage & Allied works for ‘Maa Biraja’ Palishree Mela 2023**”, in accordance with the formats, terms and conditions of the RFP and on the basis of National Competitive bidding for the work detailed in the table given below. More details on the proposed details are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document. The firm is advised to examine carefully all instructions in the RFP document.
2. The RFP will be available for download, free of cost, at <https://jajpur.nic.in>. All Bidders must submit a sum of Rs.6,000/- (Rupees six thousand only) towards the cost of the RFP Document in the form of Demand Draft only issued by any Nationalized or Scheduled Bank having a branch at Jajpur Town duly pledged in favour of “**Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha**” payable at “Jajpur” along with their proposal as per the conditions outlined in this RFP.
3. A bidder will be selected under **Quality cum Cost-Based Selection (QCBS)** (Two Cover System) procedure as prescribed in the RFP Document.
4. The proposal completes in all respect as specified in the RFP Document must be accompanied with the proof of remitting Bid Processing Fees & EMD failing which the bid will be rejected.
5. The complete RFP document can be viewed/downloaded from district portal of Jajpur <https://jajpur.nic.in> from **09.10.2023 (11.00 Hrs. IST) to 16.10.2023 (17.30 Hrs. IST)**.
6. The last date and time for submission of proposal, complete in all respects is **16.10.2023 (17.30 Hrs. IST)**, the date of Opening of the Technical Proposal is **17.10.2023 (11.00 Hrs. IST)** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. No.15**). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

This RFP includes the following sections:

- a) Letter of Invitation [**Section –1**]
- b) Information to the Bidder [**Section –2**]
- c) Terms of Reference [**Section –3**]
- d) Technical Proposal Submission Forms [**Section –4**]
- e) Financial Proposal Submission Forms [**Section–5**]
- f) Annexure [Bid Submission Checklist and any other relevant project-related material needs to be provided]

While all information/data given in the RFP are reasonable within the consideration of scope of the proposed project to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder/consultant to check the validity of information/data included in this RFP. The Client reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

Interested bidders may download the Request for Proposal Documents (the "RFP" document) from the above website to see further details for participation in the online bidding.

Name & Address of the Officer Inviting RFP:

Block Development Officer,
Jajpur Panchayat Samiti,
Jajpur, Odisha, Pin-755007
Email: ori-bjajpur@nic.in


**Block Development Officer,
Jajpur**

SECTION – 2

INFORMATION TO THE BIDDER

1. Bidding Document

The bidder is expected to examine all the following documents prior to preparation and submission of bid.

The bidder is advised to visit the sites, assess the accessibility, and work involved, climate and other conditions of the area etc. before quoting the rates. No claim shall be entertained later on any such account.

Failure to comply with the requirements of bid submission will be at bidders risk and shall be considered as non-responsive.

Pre-qualification Criteria

Before opening and evaluation of the financial proposal, each bidder will be assessed on the basis following Pre-qualification Criteria- cum-Technical Bid. The bidder required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sl. No	Eligibility Criteria	Supportive Documents
1	Bidder/vendor must be a Company as incorporated under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a sole proprietorship or sole trader registered under GST Act 2017.	Certificate of Incorporation / Partnership deed / Trust Deed/Society Registration Certificate/Registration Certificate of GST as the case may be
2	Bidder/vendor should have a registered office with legal presence in India and have valid PAN, GSTIN as applicable	Supporting documents should be attached
3	Bidder/vendor should possess sound knowledge and experience of similar works (Erection of tentage and allied works) during last 05 years previous to this one in which application are invited. The Agency should have capability to finish the work within the stipulated time without delay. The firm should have the experience of taking the cultural event work of worth Rs. 50.00 Lakh or more in a single work order.	Copies of Work Order / Contract Document / Completion Certificate from the previous Clients
4	The Bidder should have annual average financial turnover of Rs. 2.0 Crore during any 3 (three) of the preceding 5 (five) financial years.	Financial details of the bidder along with copies of the audited Balance Sheet and Income & Expenditure Statement duly sealed and certified by a CA in practice and the authorized representative of the bidder/vendor
5	Bidder should provide the following services: a. Erection of Tentage & allied works of 'Maa Biraja' Palishree Mela, 2023 from 19 th to 23 rd of Oct 2023 at MAA BIRAJA TEMPLE GROUND, JAJPUR. b. Upkeep and maintenance of the entire work done by him till the closing of the event, c. Prepare to provide additional materials in case of requirement at prevailing marketprice for the items not mentioned in the RFP.	Provide the details as per the format

Technical Specification Criteria

As given in ANNEXURE-I

2. Documents/Formats needs to be submitted for TECHNICAL PROPOSAL:

The bidder has to furnish the following documents duly signed in for their **Technical Proposal**:

- Filled in Bid Submission Check List in Original (**Annexure-I**),
- Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process,
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable,
- Copy of Certificate of Incorporation/Registration etc. as applicable to the entity,
- Copy of Permanent Account Number (PAN),
- Copy of Goods and Services Tax Identification Number (GSTIN),
- Copy of the latest filed GST Return(s) and that the tax involved therein has been duly accounted in the said Return(s).
- Copies of IT Return for the last **3 (three)** Assessment Years i.e. 2020-21,2021-22, 2022-23
- General Details of the Bidder (**TECH – 2**)
- Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable and duly signed as per the instruction.
- Power of Attorney (**TECH – 4**) in favor of the person signing the bid on behalf of the bidder.
- List of the completed project of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts/ work orders/ completion certificate from previous Clients.
- Description of Planning to undertake the Project and list of machinery & equipment to be supplied (**TECH-6**)
- Undertaking for not having been black-listed by any Central/State Government/Any other autonomous bodies/International & National Organization in the recent past.

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs.6,000/- (Rupees six thousand only)** remitting as shown in the Data Sheet.

4. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit of 2% of the quoted value remitting as shown in the Data Sheet. The EMD amount of the successful bidder will be refunded within a month on successful completion of the work. Tender papers without EMD shall not be accepted.

The EMD will be forfeited on account of the following reasons:

- Bidder withdraws or modifies (not acceptable to Client) its proposal during the bid validity period as specified in RFP.
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to-
 - Provide any clarifications to the Client,
 - Agrees to the decisions of the contract negotiation meeting,
 - Sign the contract within the prescribed time period,
 - Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

Proposals shall remain valid for a period of 3 (Three Days) from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6. Pre -Proposal Queries / Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to the Jajpur Panchayat Samiti, Jajpur, Odisha, Pin-755007, Email: ori-bjajpur@nic.in till 16.10.2023. Clarifications to the above will be uploaded in the Website/ clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. Preparation & Submission of Proposal:

7.1. Preparation of proposal

You are requested to submit your proposal **through speed post/Registered post (India post)/** submit physically at the aforementioned address during the office hour only and per schedule **as per the information provided in the datasheet** in Two Parts strictly using the formats enclosed herewith (refer Section: 2, 3, 4, & 6 for Part-1 and refer Section:5 for Part-2) in 2 separate covers. The two parts shall be:

A Part 1: Fee/ Pre-Qualification/ Technical.

B Proposal and Part 2: Financial Proposal.

Bidder must submit **Hard Copy** of the Technical Proposals by **Registered Post / Speed Post or can submit physically** at the aforementioned address during the office hour only and per schedule before stipulated date of opening the Technical Bid as mentioned in Bidder Data Sheet. The Client will not be responsible for delay / any consequence in receiving of the proposal.

8. The procedure for submission of the proposal is described below:

8.1. Technical Proposal:

The envelope containing Hard Copy of Technical Proposal (Section: 2, 3, 4, & 6) which is uploaded in electronic form in the web portal along with proof of Remittance of Bid Processing Fee and EMD shall be sealed and superscripted as **“Technical Proposal - <Proposed Project Name>”** and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, along with all the supportive documents and information have to be furnished as part of technical proposal. The Technical Bid shall not include any financial information related to the Price Bid. Technical Bid containing financial information related to the Price Bid shall be declared

non-responsive

9. Financial Proposal:

The Bidder shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already provided in the RFP. Further the bidder shall have to submit the filled in formats attached in Section 5 in PDF format in second packet of Cover-2.

The rate offered to remain fixed for the whole contract period or for the extended agreed period.

The financial proposal shall be inclusive all costs, direct or indirect, for successful delivery of the services defined in the ToR and inclusive of GST.

Bidder shall express the price of their services in the Local currency (Indian Rupees).

The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

10. Opening of the Proposal:

- (i) Opening of Proposals will be done as per the schedule date and time.
- (ii) The **TECHNICAL PROPOSAL** received as mentioned in point 1 of Annexure I will be opened in the initial stage by the Client in presence of the bidder's authorized representatives at the location, date and time specified in the Data Sheet.
- (iii) The Client will constitute a Tender Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to witness the bid opening.
- (iv) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (v) The **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage at the location, date and time specified in the Data Sheet.

11. Evaluation of Proposal:

A Two stage evaluation process will be conducted as explained below for evaluation of the proposals:

11.1. **Technical Evaluation:**

Technical proposal will be opened and evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents/information have been properly furnished by the bidder or not. Submission of following documents/information will be verified:

- ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
- ✓ Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.
- ✓ Receipt of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- ✓ Copy of Certificate of Incorporation/Registration.
- ✓ Copy of Permanent Account Number (PAN).
- ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
- ✓ Copy of the latest filed GST Return(s) and that the tax involved therein has been duly accounted in the said Return(s).
- ✓ Copies of IT Return for the last 3 assessment years
- ✓ General Details of the Bidder (**TECH – 2**).

- ✓ Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
- ✓ Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
- ✓ List of completed project of similar nature (Past Experience Details, **TECH – 5**) along with copies of contracts/work orders/completion certificate from previous Clients.
- ✓ Description of Planning to undertake the Project and list of machinery & equipments to be supplied (**TECH-6**)
- ✓ Undertaking for not having been black-listed by any Central/State Government/Any other Autonomous Bodies/International & National Organization in the recent past.
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

*** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Client's authority.**

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders, who qualify all Prequalification & Technical criteria, are eligible for the Financial Bid

11.2. **Financial evaluation:**

The financial proposals of the bidders qualifying the Technical Evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

12. Bid Evaluation Process:

Table 1

SI No.	Evaluation Criteria	Detail Score	Maximum Score
1	Specific knowledge and experience of similar works (Erection of tentage and allied works) during last 05 years (cultural event work of worth Rs. 50.00 Lakh or more in a single work order)		20
i	Less than 3 nos. of Projects	5	
ii	More than 3 & less than 5 nos. of Projects	15	
iii	More than 5 Projects (2 marks on each additional project)	20	
2	Average Annual Turnover		20
i	Rs. 2.00 Crore to Rs. 2.50 Crore during any 3 (three) of the preceding 5 (five) financial years.	5	
ii	Rs. 2.50 Crore to 3.00 Crore during any 3 (three) of the preceding 5 (five) financial years.	10	
iii	More than 3.00 Crore during any 3 (three) of the preceding 5 (five) financial years.	20	
3	Age of Business in similar field		10
i	Less than 5 Years	5	
ii	5 Year to 10 Years	7	
iii	More than 10 Years	10	
4	Presentation		30
5	Financial Bid		20
Total Score			100

Quality cum Cost-Based Selection (QCBS) method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives. The bidder, who submits the lowest financial price bid shall be adjudged as the **L1 bidder** and shall be called for further process leading to the award of the contract. Only fixed price financial bids indicating total price for all the deliverables and services specified in this RFP document will be considered. In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.

The bid price will include all taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final, and shall not be subject to any modifications on any account whatsoever. The Tender Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between partial amount and the total amount, or between word and figures the former will prevail. All required items must be priced accordingly in the financial bid.

2. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the project. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

3. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 03 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 7 days from the date of effectiveness of the contract and will be extended on mutual consent.

4. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - Any criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

5. Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

6. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

7. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

8. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Jajpur, Odisha.

9. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

10. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the project except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

11. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an

addendum through website <https://jajpur.nic.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

12. Client's right to accept any proposal, and to reject any or all proposal/s:

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

13. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

14. Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Block Development Officer, Jajpur Panchayat Samiti, Jajpur, Odisha**. The arbitration proceeding shall be held in Jajpur Town, Odisha.

15. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents /information
- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the project.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent

means at any point of time during the bid process

- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

SECTION - 3

TERMS OF REFERENCE (ToR)

GENERAL SCOPE OF WORK OF SUCCESSFUL BIDDER

1. Purpose / Objectives:

Selection of Agency for Tentage & Allied works for 'Maa Biraja' Palishree Mela, 2023 scheduled from 19th to 23rd October 2023 at MAA BIRAJA TEMPLE GROUND, Jajpur, Odisha.

2. Scope of Work:

- 2.1. The bidder along with manpower and the committee formed by the event-in-charge should do a proper assessment and the actual work to be done during the event period.
- 2.2. The completion of erection work must be done in all respect before the date of commencement of the event.
- 2.3. The agency shall transport the requisite materials and manpower to the site at its own cost arrangement.
- 2.4. It shall be the responsibility of the successful tenders/contractors to obtain requisite permission for electricity connection / fire services for the event period from statutory bodies. The bidder has to supply the fire safety equipment like fire extinguishers as per the requirement from the Fire Officer of the concerned area and adhere to the fire safety norms.
- 2.5. The bidder has to treat the materials to be used in Tentage & allied works (like clothes & other inflammable materials), with fire repellent chemical. The entire tentage works has to be certified by the Fire Officer of the concerned area.
- 2.6. In regard to electrical fittings etc. the contractor shall have to engage qualified licensed electrician/contractor entitled to erect, handle and maintain high tension supply line and its up keep and maintenance.
- 2.7. The agency will be responsible for upkeep and maintenance of the entire work done by him till the closing of the event. Jajpur Panchayat Samiti will not be responsible for any breakage, damage, fire; theft etc. of his materials used for tentage and allied works.
- 2.8. No part of the contract will be sub-let without the prior written permission of the event-in-Charge.
- 2.9. The agency should be prepared to provide additional materials in case of requirement at prevailing market price for the items not mentioned in the RFP.
- 2.10. On completion of the event, the contractor shall have to take away all the materials within five days & vacate the place and with the same condition while occupying the ground.

3. Timelines and deliverables:

Detailed specifications of the works are mentioned here:

S.No	Description	Units	Quantity	Rate per unit	Total
A	Venue preparation & Universal Peripheral items				
1	Land preparation at MAA BIRAJA TEMPLE GROUND	Sq. Ft.	44000		
2	Periphery wall (designed) around the mela area	Sq.Ft.			
3	Preparation of parking area for 100 VIP Cars	LS			
4	Thematic Entry & Exit Gate- 02 numbers	Nos.	2		
5	Emergency Exit	Nos.	2		
6	Stage (20ft*12ft)	Nos.	1		
7	Horticulture (Plants & flowers with pots)	Nos.	1000		
8	Designer flag poles and buntings in and around the area	LS			
9	Erection of stalls(15ft*15ft)	Nos.	150		
10	Medical Booth (15ft*15ft)	Nos.	1		
11	Police Booth (15ft*15ft)	Nos.	1		
13	Fire Department Booth (15ft*15ft)	Nos.	1		
14	Pedestal Fans	Nos.	10		
15	Control Room & VIP Lounge (Hanger Area of 20 x 10 meters) with platform, carpet and air conditioning and glazed wall on one side - along with VIP sitting furniture for 40 people - decorated walls and ceiling inside, provision for LED TV	Nos.	1		
16	Signage and walling in different places	LS			
17	Flower Decoration	LS			
18	Illumination and decoration of the Mela ground	LS			
19	Ambient lighting and sound system along with pre-recorded music) in all the zones	LS			

20	Supply of chairs, tables, mat, sofa, tea poy & provision of green netting	LS			
21	Drinking Water Supply at designated location in tankers	Nos.	2		
22	Sprinkling of water on Mela ground	LS			
23	Cleaning of the event location twice a day	LS			
24	Carpeting across various open spaces	LS			
25	CCTV Camera with setup	Nos.	10		
26	Accommodation of participants				
a)	(Provision of Beds and Pillows with Cover, blanket, mug, bucket and mosquito repellent)	Nos.	300		
b)	Transportation of Participants				
c)	Cleaning of accomodation place	LS			
27	Public Announcement System in control room and police booth	Nos.	2		
28	LED Screen (size- 12'*8')	Nos.	1		
29	Housekeeping Team(as per requirements)	Nos.			
30	Deployment of Security Guards	Nos.	20		
31	Silent Generators as per requirement (5 days of festival & 2 days of prep)	LS			
32	Fire Extinguishers ABC Clyinder - 4.5 kg	Nos.	30		
33	Fire Extinguishers CO2 6kg	Nos.	10		
34	Temporary Toilet - For VIPs	Nos.	4		
35	Temporary Toilet for public at various locations	Nos.	10		
36	PVC badges & lanyards	Nos.	1000		
37	General lighting for the common areas using Halogen/HMI/LED along with cabling	LS			
38	Photography & Videography Entire venue & Event days - to submit 100 hi res pictures, 1 comprehensive film of 10 mins and 1 short film teaser of 3 minutes	LS			

D	Market Zone				
1	Flea Market stalls with platform & carpeting of Size (15ft X 15ft) - all stalls to have the following.	Nos.	150		
a)	Unique design for name of the stalls				
b)	Pedestal fan	Nos.	1		
c)	Adequate(LED/CFLs lamps)	Nos.	4		
d)	15A switch and socket	Nos.	2		
e)	Tables	Nos.	4		
f)	Chairs	Nos.	2		
g)	Racks	Nos	2		
3	dustbins	Nos.	20		
B	Amusement zone				
1	Necessary infrastructure required for enabling the amusement zone	LS			
2	Artistic gate	Nos.	1		
3	Craft Installation and selfie point	Nos.	1		
E	Installations & Arts				
1	Design and production of thematic installations highlighting the local culture and contemporary art at the various places across the venue	Nos			
F	Digital Engagement/ Social Media Management				
1	Digital engagements for online audiences using various ideas	LS			
2	Management of Social media and Digital Assets not limiting to Facebook, twitter, Instagram. & Mobile app	LS			
3	Live web casting of the Event on you tube & other media event website & wide publicity through social media groups	LS			
4	Prepare and provide content (along with images / videos) for posting on the social media handles, website and other digital media	LS			
	Total cost				

4. Schedule of Submittal:

All the desired works should be completed at least one day before the scheduled date and time of the inauguration of event and should be handed over all the works as per specification, to the person in-charge of the event.

5. Terms of Payments:

The payment shall be made as per the BOQ at FIN-3 at the rates accepted by Jajpur Panchayat Samiti.

Further payment will be made on the basis of the actual work done and Work Assessment Report in the specified format by the event-in-charge. The agency shall not use any additional materials other than the work specified in the work order without the prior permission of the event-in-charge. In case of any additional requirement, the agency has to take the prior written permission from the event-in-charge.

In case of any extension of event period, no extra payment will be entertained for the additional days.

Note:

- a) The agency shall not claim payment against pending services or incomplete stages of work.
- b) The cost of references to be made by the agency to his in-house professional experts or outside professional experts are included in agency's fees and nothing extra will be paid by Jajpur Panchayat Samiti on this account.
- c) The agency shall be present in all presentations/meeting called by the Client in relation to the event.
- d) Standard Force Majeure Clause shall be applicable during the entire period of services.
- e) The firm shall indemnify Jajpur Panchayat Samiti against any damage/loss/delay suffered by Jajpur Panchayat Samiti due to such nonperformance by the firm.

SECTION - 4

Technical Proposal Submission Forms

TECH-1

COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

**The Block Development Officer,
Jajpur**

Subject: Selection of Agency for Tentage & Allied works for 'Maa Biraja' Palishree Mela, 2023 at MAA BIRAJA TEMPLE GROUND, Jajpur.

Dear Sir,

I/We, the undersigned, offer to provide the services for the proposed project in respect to your Request for Proposal No. _____, Dated: _____. I/hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to 3 Days_ and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I/We accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I/We have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I/We the undersigned understand that you are not bound to accept the lowest or any quotation you may receive.

Signed this _____ day of _____ 2023

Signature and seal of bidder
or authorized representative

Name of firm :
Address of firm :
Telephone No. :
Fax No. :
E-mail :

TECH-2

Bidder's Organization (General Details)

Sl. No.	Description	Full Details
1	Name of the Bidder / Vendor	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD / No. : Date: Name of the Bank:	
7	EMD Details Amount: DD/Pay Order No. : Date: Name of the Bank:	
8	PAN	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out project as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____
Name and Designation with Date and Seal: _____

TECH-3

Financial Details

Average Annual Turnover (In Rs.)				
Details	FY _____	FY _____	FY _____	Average
Turnover (in Rs.)				
<p><i>Supporting Documents:</i></p> <p>Audited & certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><i>Filled in information in this format must have to be jointly certified and sealed by a CA in practice and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.</i></p>				

Seal and Signature of CA in practice with Date

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

[NB: No Scanned Signature will be entertained]

TECH-4

FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organisation) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organisation>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/ Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of
<day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH-5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of <Nos> completed project only of similar nature in any sector during last 5 years)**

Sl. no.	Period	Name of the project with details thereof	Name of the Client	*Contract Value (in INR) And Duration in Month	Date of Award / Commencement of project	Date of Completion of project	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

****Note:**

Bidders are requested to furnish the list limited to <Nos>project of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

SECTION - 5

Financial Proposal Submission Forms

The bidder shall submit the FIN-1, FIN-2, & FIN-3 in PDF format along with the financial bid through.

(Please note that the technical bid containing financial information shall be treated as Non-Responsive)

FIN – 1
COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

**The Block Development Officer,
Jajpur**

Subject: Financial Quote

Sir

I, the undersigned, offer to provide the complete setup of machines & services for *[Insert title of project]* in accordance with your Request for Proposal No. _____, Dated _____. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*]*.

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory *[In full and initials]*
Name and Designation of Signatory with Date and Seal:

Address of the Bidder:

—

**Amount must match with the one indicated in Fin-2.*

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

As per Annexure-I

- *Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Total fee proposed for the project shall remain fixed till completion of the contract.*

Authorized Signatory [In full and initials]:_____

Name and Designation with Date & Seal:_____

FIN - 3

BOO Format

Sl No	Project Description	Unit of Measurement	Qty.	Rate (Rs.)	Total Amount With GST	Total Amount in Words
		Sq. Mtr.				
1		Sq. Ft.				
2		Nos.				
	Grand Total					

Authorized Signatory [In full and initials]: _____

Name and Designation with Date & Seal: _____

SECTION - 6

BID SUBMISSION CHECK LIST

CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs._____/ - in form of DD/Pay Order		
4	EMD of Rs._____/ - in shape of Demand Draft/Pay Order		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last <Nos> AYs (to be decided accordingly)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	(Past Experience Details) (TECH - 5) along with the copies of work orders for the respective project		
13	Description of Planning (TECH - 6)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		
3	BOQ Format (FIN-3)		

Undertaking:

*All the information have been submitted as per the prescribed format and procedure.
Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

