Request of Proposal (RFP)

From

The reputed firm/agency/event management company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020

Bihar State Tourism Development Corporation Limited.
Hotel Kautilya Vihar,
Beerchand Patel Path,
Patna 80001 Bihar

DISCLAIMER
The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Bihar State Tourism Development Corporation Ltd. (BSTDC)/Authority or any of its employees or advisors, is provided to Applicant(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 BSTDC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BSTDC in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BSTDC, its employees or advisors to consider the 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 Applicant 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 document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BSTDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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 with selection of Applicants for participation in the Bidding Process.

BSTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

BSTDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
The issue of this RFP does not imply that BSTDC is bound to select and shortlist Applications and BSTDC reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSTDC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BSTDC 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 or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

File No.: 202/17/TT/ 324/20
Date: 02.03.2020

Short Tender Notice & Important information
Bihar State Tourism Development Corporation Ltd. Patna invites proposal from the reputed firm/agency/event management company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020 at Gandhi Maidan, Patna in the form of Technical Bid & Financial Bid (two bid system).

**Department Name:** Bihar State Tourism Development Corporation Limited

**Name of work:** Selection of the reputed firm/agency/event management company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020

**Event Duration:** 22 March to 24 March, 2020

**Bid Document Fee:** Rs. 5,000/- (Rupees Five Thousand Only) Non refundable in form of Demand Draft in favour of Bihar State Tourism Development Corporation Ltd. Patna

**Bid Security/EMD (INR):** Rs. 100,000/- (Rupees One Lakh only) in form of Demand Draft in favour of Bihar State Tourism Development Corporation Ltd. Patna

**Place of submission of Bid and presentation:** Bihar State Tourism Development Corporation Ltd., Hotel Kautilya Vihar, Patna -800001

**Date of Downloading of Tender documents:** Before 11.03.2020 Time: 03:00 PM at www.bstdc.bih.nic.in

**Date & place of Pre bid meeting:** 04.03.2020 Time:- 03:00 PM at Bihar State Tourism Development Corporation Limited, Hotel Kautilya Vihar, Beerchand Patel Path, Patna 80001

**Last Date & Time for Receipt (Submission) of Bids:** 11/03/2020 & Time:- 03:00 PM

**Date and Time of Opening Technical Bid:** 11/03/2020 and Time:- 05:00 PM

**Date and Time of presentation by technically qualified bidders:** 12/03/2020 and Time:- 11:00 AM

**Date and Time of Opening Financial Bid:** 12/03/2020 Time:- 03:00 PM

**Place of Submission and opening of Bids:** Bihar State Tourism Development Corporation Limited. Hotel Kautilya Vihar, Beerchand Patel Path, Patna 80001

**Contact Person:** Mr. Rama Shankar Prasad (EE) Mobile no- 8544418208 & Mr. Suman Kumar, Manager Travel & Trade Mobile no-8544418314

Sd/-
Managing Director
BSTDCL, Patna
1. INTRODUCTION

1.1 BACKGROUND

1.1.1 Bihar State Tourism Development Corporation Ltd. (BSTDC/Authority) has been appointed as the nodal agency to coordinate, manage, implement and organise food festival on the occasion of Bihar Foundation Day-2020 which is scheduled to be organised from 22 March, 2020 to 24 March, 2020.

1.1.2 Bihar Foundation Day will be one of the largest congregations with an estimated gathering of more than 10 thousand people. Bihar Foundation Day is largest gathering of people in Bihar and speak of ancient fooding /living traditions of time honoured rituals of a cultural heritage that lives through centuries of time.

1.1.3 The Bihar Foundation Day falls under the jurisdiction of Patna municipal limits. Both the places are conveniently placed and well connected to other parts of the country through air, rail and road.

1.2 REQUEST FOR PROPOSAL

1.2.1 Invitation of RFP for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020 from 22 March, 2020 to 24 March, 2020.

1.2.2 The Proposals would be evaluated on the basis of the eligibility criteria set out in this RFP and subsequently based on the Lowest Price bid to identify the successful Bidder for the Assignment.

1.3 BRIEF DESCRIPTION OF THE BIDDING PROCESS

1.3.1 BSTDC intends to follow a ‘single stage two envelope’ bid process for selecting of the successful bidder quoting the lowest amount (L1), as outlined in this RFP.

1.3.2 The Bidders would need to submit, within the Proposal Due Date as prescribed in this RFP; Technical and Financial Proposal in the prescribed format.

1.3.3 BSTDC would evaluate all the Submissions in accordance with the Eligibility conditions set out in the RFP to select a bidder.
1.4 OBTAINABILITY OF RFP DOCUMENT

1.4.1 The RFP would be available at the website [www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in). It may be noted that all subsequent notifications, changes and amendments in the assignment / documents would be posted only on the website.

1.5 GENERAL INSTRUCTIONS

1.5.1 The language of the Bid and related documents and correspondences shall be in English language.

1.5.2 The Bidder shall provide all the information sought under this RFP. BSTDC will evaluate only those Bids that are received in the required formats and complete in all respects.

1.5.3 The Bid shall be typed or written in indelible ink and signed by the Authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

1.5.4 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, availability of power, water and other utilities for implementation of the Project, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

1.5.5 The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process, including but not limited to, site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. BSTDC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.5.6 BSTDC may modify the RFP by issuing an Addendum before Due Date. Any Addendum thus issued shall be part of the RFP and shall be posted on the website. BSTDC will assume no responsibility for receipt of the Addendum.

1.5.7 Bidders will not be permitted to alter or modify their bids once submitted.

1.5.8 The BSTDC, shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by the BSTDC, Bihar.

1.5.9 Any Bid not accompanied by the EMD & Document Fee shall be rejected by the BSTDC, Bihar as nonresponsive.
1.5.10 An affidavit regarding non blacklisting, non debar, non defaulter after winning the tender in any govt. dept/ organization. Tenderer shall also declare that no work has rescinded during last three years.

2. TERMS OF REFERENCE

2.1 Scope of the Work for Event Manager

All the arrangements and preparation given below has to be done in a thematic manner.

(1) Theme pavilion, Approx, Size 75’X12’, (THEME IS “JAL JEEVAN HARIYAL”), VIP Lounge & Information centre of Area- 55’ X 20’ with 42” LED screen with sufficient Light, Pedestal fan, minimum 2 set sofa with centre table Ac & PA system etc, control room with reception area size 45' X20'. This size may increase or decrease depending upon the site condition.

(2) Flexes on above theme (facts of above theme famous female/male personalities of Bihar, photographs. Framed & with photo light)

(3) Reception Counter with 6 chairs

A. Food Court Area (180'x450')

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
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<tbody>
<tr>
<td>1</td>
<td>Total Nos. of Food stalls will be 50 of size 15'x10' each. Ambience creation with detailed components. All stall should be made in such a way that it should resist rain water and newly decorative with cotton fabric. (Nos. of stalls may be increase on discretion of BSTDC). All stall should be made of iron post covered with tarpoline and then with decorative with cotton fabric.</td>
</tr>
</tbody>
</table>
| 2     | Housekeeping,  
Sanitation, cleaning & maintaining good quality hygiene |
| 3     | Other items:  
1. Electrical work and Campus Lighting  
2. Table (100 pc with umbrella)  
3. Chairs (1000pc)  
4. Power points- 1 Nos, Electrical points- 2 Nos, light-3Nos in each stall. |
5. Garden umbrella (100)
6. Dustbins (120 nos. one each for stalls and rest for common area)
7. Gate (Entrance & Exit)
8. All gates along with all stalls, VIP Lounge & Information centre should be decorated with natural flowers).
9. VIP Lounge & Information centre. (100sq m.) With minimum 2 set sofa with centre table Ac & PA system and AC system.
10. Carpeting of Entire campus.
11. Decorated water fountain in the food court near entrance gate.
12. Filling of pot hole of ground, erecting of sufficient nos. of drinking water fountain, basin and proper drainage.

Model Stall

a. Stall of 15’x10’which display area should have additional kitchen area of 15’x8’ in the rear.
b. Each stall should have its facia.
c. Size of Food stall may increase or decrease depending upon site condition.

(1) The agency would use ethnic elements related to Bihar or the respective state and items. For ambiance creation.
(2) The agency would be responsible for designing and creation of theme based ambiance during the Event in the place provided by BSTDC.
(3) The lay out plan and design/material to be used will have to be approved for BSTDC.
(4) It shall be the responsibility of the agency to arrange for man power, [(a) Sweeper 50Minimum (b) Security 20 Minimum (c) Electrician 6 Minimum (d) Plumber 6 Minimum (e) Manager -2] material and necessary expertise for executing the work so that the Food stall is set up by 20th March 2020.
(5) The selected agency would also be responsible for all the housekeeping w.e.f. 22th March 2020 till 24th March 2020. The house keeping arrangements should be in place from 09.00 am onwards every day. The event timings will be decided by BSTDC.
(6) The selected agency would be responsible to hand over the site thoroughly neat and clean to the land owning agency after the event is over. Within a period of four days.
(7) The selected agency would be responsible to ensure that the site is clean of left overs, construction material etc. within four day to failing which a penalty of Rs.5,000/- per day will be imposed.
(8) Time is the essence of this contract and the agency has to ensure that the all food stall & other structure is properly set up by the midnight of 20th March 2020 failing which penalty at the rate 30% of project cost per day should be levied on the agency.

(9) The selected agency is to ensure that the stalls are set-up in such a way so that there is ample movement space for the public and in case of any untoward incident the visitors can be evacuated as early as possible.

(10) The selected agency shall be required to carry and additional items at the venue, as felt necessary by the BSTDC.

(11) The selected agency would be required to coordinate and co-operate with the stall Vendors at the venue, so that their necessary needs are fulfilled. One help desk should be made by the selected agency with plumber, electrician, Carpenter, Pandalman.

(12) It would be the responsibility of the agency to arrange for 120 Pcs dustbins, 4 ft x 2.1/2 ft x 2 ½ each dustbin.

(13) Suitable deduction will be made for the work not done as per contract.

(14) The selected agency is to ensure that the whole complex is properly lit and all food stalls have sufficient electricity and power points.

(15) All the electrical cables and wires should be properly insulated. There should not be any loose wires, Temporary electric connection if required for the event would be responsibility of the agency. The payment of electricity changes is the responsibility of the Agency. The electric wire should be properly covered.

(16) Removal of garbage from the site at regular intervals and its disposal to the nearest Municipal Corporation dustbin is the responsibility of selected agency. Agency has to ensure cleanliness of common space. Failure of which would invite suitable penalty as decided by B.S.T.D.C

(17) Publicity panel/standi would be put up at the entrance gates, and at other prominent places in the venue highlighting food Festival giving due publicity to Government of Bihar, and BSTDC. The outside boundary should also be covered with cover panel showing different foods of Bihar.

(18) Each food stall must consist of following

I. Chairs 02

II. Table 2 of 3’x5'

III. Electrical point 02

IV. Power point 01

V. Lights 5 lights in case of stall 15’x10’
(19) The selected agency shall be responsible for providing the following infrastructure at the venue.
   a. Sound and Light and other technical equipment with personnel (for the supervision & rectification)
   b. Additional lighting if required for sufficient lighting.
   c. Branding materials.
   d. Sanitation facilities of the high standard including two toilet block of ladies and gens each.
   e. Total cleaning services.
   f. Supply of water at the venue.

(20) Agency will arrange for the sinages in different location inside the campus

(21) Agency will provide flag above each shop for beautification.

(22) The Sweeper and Agency man should have a dress code so that they can be identified.

(23) Agency would be required to install 20 CCTV inside the campus with monitor and expert.

(24) Proper drainage system will be made and maintained by the Agency. No water logging at any place in the campus is tolerable. The Agency is required to keep the fire extinguisher with fire retardant as per the norms. No objection Certificate (NOC) from Rajya Agnisamak office, Bihar or any other concerned department as per requirement for the said works by the selected Agency.

(25) It would be the responsibility of the agency to arrange appropriate space within the stalls for branding of Bihar Tourism as directed by the BSTDC.

(26) The BSTDC may be asked to provide extra personnel for various services like hospitality, security, crowd management beyond what is initially proposed in the proposal at the pre-approved rates.

B. Decorative Lighting:

Providing RGB LED light (Par light), jhalar and metal green halide type Decorative lighting system at Government Houses, Biscomaun Bhawan, SBI Building, Ashok convention centre, commissioner office, A.N Sinha Institute of Social Science, Gandhi Museum, Red Cross Building, SKMCH etc up to Kargil Chowk along with all the inside patches, Boundary Walls,
Tress, Statues, Roundabouts, etc, on the Occasion of Bihar Diwas 2020 (Three days) as described below:

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>ITEM DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hire charges for providing, erecting temp LED light in 5M long Jhalar each of 5 W power consumption with complete wiring with auto changer reverse and after good use dismantling.</td>
</tr>
<tr>
<td>2.</td>
<td>Hire charges for providing, erecting temp metal Yellow/Warm white/ green/ halide lamp light each of 400 W power consumption with complete wiring with auto changer reverse and after good use dismantling. (for big Tree)</td>
</tr>
<tr>
<td>3.</td>
<td>Hire charges for providing &amp; dismantling temp. RGB LED Light each of 80 W power consumption with electronically controlled effects (Par Light) with complete wiring erected with necessary supports with connection.</td>
</tr>
<tr>
<td>4.</td>
<td>Hire charges for providing, erecting temp LED light LED strip light-IP 65 in RGB/5W to 15W per strip with complete wiring with auto changer reverse and after good use dismantling.</td>
</tr>
<tr>
<td>5.</td>
<td>Hire charges for providing, erecting temp LED light LED round Projector 86 watt IP 65 in RGBW with complete wiring with auto changer reverse and after good use dismantling.</td>
</tr>
<tr>
<td>6.</td>
<td>Hire charges for providing, erecting temp LED light LED hanging string light 5W to 15W each of 5M length. (for small Tree) with complete wiring with auto changer reverse and after good use dismantling</td>
</tr>
<tr>
<td>7.</td>
<td>Hire charge for LED Display Unit of size of 12' X 8' with all compete accessories</td>
</tr>
</tbody>
</table>

Note-Bidders are advised to quote after actual site survey and also after consulting with concerned District Magistrate or his authorized representative regarding any doubts/clarifications if required.

2.2 GENERAL TERMS AND CONDITIONS
A. BSTDC reserves the right not to accept bids from agency resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies Vigilance Cell.
B. BSTDC is not bound to accept the lowest bidder or to assign any reason for non-acceptance. BSTDC reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
C. BSTDC reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).
D. BSTDC reserves the right to withdraw / cancel the bid document partially or completely at any stage.

PENALTY CLAUSE
In case of default in performance on the part of the agency, BSTDC shall decide the penalty to be imposed for such default considering the quantum and other related factors which shall be deducted from the payments that may become due to the selected bidder. Suitable deduction will make by BSTDC for non completion of works if any as per contract.

In case the agency fails to render the services as per the terms and conditions of the RFP and subsequent work order and if the services are not to the satisfaction of BSTDC, shall be at liberty to terminate the contract and forfeit the Bank/performance security and get the amount credited to BSTDC accounts. In case of any breach of terms of the contract agreement/work order the selected bidder shall be liable to penalty/legal actions as the circumstances warrant as assessed by BSTDC.

TERMINATION BY DEFAULT
BSTDC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for BSTDC action.

ARBITRATION
In case of any dispute between the Corporation and the Agency with regard to the meaning and affect of this RFP or regarding the accounts, transaction or otherwise in violation to the RFP, the matter shall be referred to the sole arbitration of Principal Secretary, Tourism, Govt of Bihar, Patna, whose decision shall be final and binding on both the parties.

INDEMNIFICATION CLAUSE
The selected agency shall keep BSTDC indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc.
which may incur on account of non-compliance or violation by the selected agency or otherwise.

VALIDITY OF THE CONTRACT
The Contract/ work order shall remain valid with effect from the date of award of the contract/ tender till the end of one month from the date of submission of bid or otherwise specified in the letter of award of tender.

3. BIDDING PROCEDURE

3.1 SUBMISSION PROCEDURE
3.1.1 Bidders who wish to participate in this selection process will have to download the bids from www.bstdc.bih.nic.in.

Bidders shall submit physically their bids in separate parts in sealed envelopes super-scribed with due date, time & project of bid.

PART 1 - Technical Bid:
EMD and bid document fees should be kept in a separate sealed envelope with all required documents superscripted with the TECHNICAL BID. Please enclose EMD & Tender Document fees in the form of separate Demand Drafts drawn in favour of Managing Director Bihar State Tourism Development Corporation Limited, payable at Patna.

PART 2 – Financial Bid
Bidders shall submit their unconditional financial quote for rendering their services as per the scope of work in a SEPARATE SEALED ENVELOPE and super-scribed as FINANCIAL BID as per prescribed annexure.

Note: Filling up price quote in Part 1 will disqualify the Bid.

The technical (Part 1 & 2) and financial envelopes should be enclosed in a larger envelope dully sealed. All pages of the offer must be signed.

3.1.2 Services offered should be strictly as per specifications mentioned in this Tender Document.
3.1.3 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial
clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

3.1.4 Bidder shall quote the prices of services as mentioned valid for 1 month.

3.2. ELIGIBILITY CRITERIA
The bidders shall be evaluated on the basis of fulfilling the eligibility criteria.

The bidder fulfilling the eligibility criteria at Technical Stage shall be considered for Financial Bid process. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfilment of these conditions while submitting the technical bid.

BSTDC reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the BSTDC’s decision shall be final in this regard. BSTDC may, in its absolute discretion, waive any of the conditions and/or requirements in the Tender in respect of any or all of the bidders.

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Minimum Eligibility</th>
<th>Documentary Evidence required</th>
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<tbody>
<tr>
<td>1.</td>
<td>The bidder should be firm/agency/Event Management Company</td>
<td>Government Certificate of Existence</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder should have a minimum experience of three years in conceptualizing, designing, creation and management, organizing, managing, executing (at least one) theme based events in State of Bihar or other State Govts. or other organisations.</td>
<td>Work Order/Work Completion certificate.</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have achieved a minimum average Financial Turnover of Rs. 1 crore in past three Financial years (2016-17, 2017-18 &amp; 2018-19) – in equivalent works/Event contracts or related works.</td>
<td>CA certificate indicating minimum annual financial turnover from the services of equivalent works/Event contracts or related works for the period.</td>
</tr>
<tr>
<td>4.</td>
<td>The bidder should be having valid PAN and GST numbers.</td>
<td>A copy of PAN &amp; GST registration Certificate.</td>
</tr>
<tr>
<td>6.</td>
<td>The bidder shall provide a valid EMD acceptable to BSTDC. EMD deposit as stated in this RFP has to be submitted along with bid documents. Non-refundable tender fees as stated shall be deposited through demand draft.</td>
<td>Tender Fee and EMD through Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation, Payable at Patna.</td>
</tr>
<tr>
<td>7.</td>
<td>History of Litigation</td>
<td>As per the format given in Annexure-6</td>
</tr>
</tbody>
</table>
8. The bidder who has been blacklisted by any Government Department, Organization, and Corporation will not be allowed. Self certified

Tender document should be properly bound or spiral bound page numbered and indexed for easy understanding.

The bidders fulfilling the above technical eligibility conditions shall only be eligible for presentation & financial bid opening.

FINANCIAL BID
A financial bid of technically eligible bidders shall be opened in the presence of the qualified bidders who choose to be present. The technically eligible bidder offering the financial bid to BSTDC.

BSTDC has the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with successful bidder following submission of the Proposals.

3.3 PROCEDURE OF SENDING SEALED OFFERS:
As mentioned in Tender Documents
All documents should be serial numbered, properly bound and indexed for easy reference.

3.4 NUMBER OF PROPOSALS
3.4.1 Each Bidder shall submit only one Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

3.5 PROPOSAL PREPARATION COST
3.5.1. The Bidder shall be responsible for all costs associated with the preparation of and its participation in the bidding process. BSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.6. RIGHT TO ACCEPT OR REJECT
3.6.1. BSTDC may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period
of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

3.6.2. Notwithstanding anything contained in this RFP, BSTDC reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

3.6.3. BSTDC reserves the right to reject any proposal if at any time a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.7. CLARIFICATIONS

3.7.1. A prospective Bidder requiring any clarification on the RFP may notify BSTDC in writing to Managing Director, BSTDC before the Pre Bid Meeting. At its sole discretion, BSTDC may upload its response to such queries on the website: www.bstdc.bih.nic.in.

3.8. AMENDMENTS TO RFP

3.8.1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BSTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website www.bstdc.bih.nic.in.

3.8.2. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, BSTDC may, at its discretion, extend the Proposal Due Date.

3.9. LANGUAGE AND CURRENCY

3.9.1. The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees.
3.10. VALIDITY OF PROPOSAL

3.10.1. The Proposal shall be valid for a period not less than one month from the Proposal Due Date ("Proposal Validity Period").

3.10.2. Prior to expiry of the Proposal Validity Period, BSTDC may request the Bidders to extend the period of validity for a specified additional period.

3.10.3. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

3.11. BID SECURITY

3.11.1. Proposals would be accompanied with a ‘Bid Security’ (EMD) The Bid Security amount shall be valid throughout the Proposed Validity Period and would have to be extended if so required by BSTDC.

3.11.2. The Bid Security shall be in the form of a demand draft in favour of the "Managing Director, Bihar State Tourism Development Corporation", drawn on any scheduled bank payable at Patna.

3.11.3. The Bid Security amount shall be returned to the unsuccessful Bidders.

3.11.4. The Bid Security shall be forfeited in the following cases:

1. If the Bidder withdraws its Proposal;
2. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
3. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

3.12. PERFORMANCE GUARANTEE

3.12.1. The successful bidder shall have to submit a performance guarantee equivalent to 10% of the bid amount or security deposit whichever is more within 3 days of issue of work order and is mandatory to be submitted before entering into agreement with BSTDC.

3.13. BIDDER’S RESPONSIBILITY

3.13.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

3.13.2. It shall be deemed that prior to the submission of Proposal, the Bidder has:
a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document;
b) Received all such relevant information as it has requested from BSTDC; and
c) Made a complete and careful examination of the various aspects of the Assignment.

3.13.3. BSTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.14. FORMAT AND SIGNING OF PROPOSAL

3.14.1. Bidders would provide all the information as per this RFP and in the specified format. BSTDC reserves the right to reject any Proposal that is not in the specified format.

3.14.2 The Proposal would include submissions to be made on the respective Proposal Due Date.

3.14.3 The Proposal shall be typed or printed and the Bidder shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

3.15 PROPOSAL DUE DATE

3.15.1 Proposals should be submitted as per information of this RFP.

3.15.2 BSTDC at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

3.16 TEST OF RESPONSIVENESS

3.16.1. Prior to evaluation of Proposals, BSTDC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;

a) it is received on the respective Proposal Due Date;
b) It is accompanied with a Demand Draft for Bid Fees.
c) It is accompanied with the ‘Bid Security’ amount as set out in RFP Document.
d) It is signed, sealed, and marked as stipulated in RFP Document.
e) it contains the information and documents as requested in the RFP;
f) it contains information in the form and formats specified in the RFP;
g) it mentions the validity period as set out in this document;
h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by BSTDC. BSTDC reserves the right to determine whether the information has been provided in reasonable detail or not;
i) There are no inconsistencies between the Proposal and the supporting documents.

3.16.2 BSTDC reserves the right to reject any Proposal which in its opinion is non responsive and no request for modification or withdrawal shall be entertained by BSTDC in respect of such Proposal.

3.17 CONFIDENTIALITY

3.17.1. Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders would not be disclosed to any person not officially concerned with the process. BSTDC will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. BSTDC would not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

3.18 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

3.18.1. The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by BSTDC before the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

3.18.2. The modification, substitution notice shall be prepared, sealed, marked and delivered in accordance with the provisions with outer envelopes additionally marked “MODIFICATION”, “SUBSTITUTION”, as appropriate.

3.18.3. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with this RFP.
3.19 CLARIFICATIONS
3.19.1. To assist in the process of evaluation of Proposals, BSTDC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

3.20 DECLARATION OF SUCCESSFUL BIDDER
3.20.1. BSTDC may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.
3.20.2. The technically qualified Bidder whose quotation is the lowest (L1) shall ordinarily be declared as the selected Bidder.
3.20.3. In the event that the LI Bidder withdraws for any reason the Authority may either retender or grant the 2nd lowest Bidder the opportunity to match the financials quoted by the L1.

3.21 NOTIFICATIONS
3.21.1. BSTDC will notify the Successful Bidder by a Letter of Award (LoA) that its Proposal has been accepted.

3.22 RIGHT TO ACCEPT OR REJECT PROPOSAL
3.22.1. BSTDC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.
3.22.2. BSTDC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
3.22.3. BSTDC reserves the right to reject any Proposal if at any time:
   a) a material misrepresentation made at any stage in the bidding process is uncovered; or
   b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BSTDC reserves the right to take action as follows:
   a) Declare the bidder receiving the next lowest bid as the successful tenderer.
b) Take any such measure as may be deemed fit in the sole discretion of BSTDC, including annulment of the bidding process.

4. EVALUATION OF BIDS

4.1 EVALUATION PARAMETERS

The method for technical & financial evaluation will be as below:-

(a) Technical Bid: - Tech. bid will be evaluated on 100 points based upon Concept & Design in the form of presentation.

(b) The bidder scoring minimum 70 points in technical evaluation will be selected for financial evaluation.

(c) Financial Bid: - The lowest financial bid will be selected for allotment of works.
ANNEXURE - 1

FORMAT FOR COVERING LETTER-CUM-ASSIGNMENT UNDERTAKING
(On the Letterhead of the Bidder)

To,
The Managing Director
Bihar State Tourism Development Corporation Limited.
Hotel Kautilya Vihar,
Beerchand Patel Path, Patna 80001

Sir,

Ref: - Selection of reputed firm/agency/event Management Company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020.

We have read and understood the Request for Proposal (RFP) along with Draft Agreement in respect of the captioned Assignment provided to us by BSTDC.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms & conditions contained herein. This Proposal is valid till ----------- (At least 1 Month from the Proposal Due Date).

Name of the Bidder

Signature of Authorised Signatory (with letter of authorisation)

Name of the Authorised Signatory

Date: -

Enclosed DD no……………. for Bid Security and … …………. For Bid Fees.
ANNEXURE– 2

FORMAT FOR TECHNICAL PROPOSAL
(On the letter head of the bidder)

Date

To,
The Managing Director
Bihar State Tourism Development Corporation Limited.
Hotel Kautilya Vihar,
Beerchand Patel Path, Patna 80001

Sir,

Ref: Selection of reputed firm/agency/event management company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020

Name of the Firm:
1. Year of Establishment:

2. Legal status of the Firm, Individual/Proprietary firm/ Limited Liability Partnership/Limited Company/Pvt. Ltd. Company

3. Details of the Experience during last three years(attach copies)
   Annual Turnover during last Three years (duly supported by certified copies of accounts)

4. Pan Number(copy enclosed)

5. GST number (copy enclosed)

6. EMD amount Rs…………….vide DD no. ……………drawn on ……………
   1. Bid Fees amount Rs…………….vide DD no. ……………drawn on ……………

2. Description of the Firm: Please specify the field of services

3. Address of the Firm

4. Office Address /Telephone No / Fax No / email id / website:
5. Names of principle person monitoring and implementing this work with title and Telephone No / Fax/ Email Id, Etc.

6. Has the applicant or any constituent partner ever abandoned a work?

7. Has the applicant or any constituent partner ever been blacklisted or debarred from taking up work in Govt. Departments, Directorates and Undertakings?

We certify that we have never abandoned any work assigned/awarded to us. We/our partners have not been blacklisted or debarred by any department

(Signature of the Authorized signatory)_____________________________

Full name of the Authorized Signatory)_____________________________

Designation:____________________________________________________

Seal of the firm and date
ANNEXURE - 3

FORMAT FOR FINANCIAL PROPOSAL
(On the letter head of the bidder)

Date

To,
The Managing Director
Bihar State Tourism Development Corporation Limited.
Hotel Kautilya Vihar,
Beerchand Patel Path, Patna 80001

Sir,

Ref: Selection of reputed firm/agency/event management company for Creation, Erect, Organisation and Management of stall/pandal including decorative lighting and branding of Bihar Tourism during Bihar Foundation day-2020

We are pleased to quote the total amount for the event below. We have reviewed all the terms and conditions of the ‘Request for Proposal’ and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.

(Please Note: The total amount shall be inclusive of all taxes and shall be as follows)
Total Rupees (INR) __________________________________________
(In words Rupees) __________________________________________

We abide by the above offer/quote and terms condition of the RFP, if the BSTDC Bihar selects us as the Selected Bidder/Agency.
If our offer is accepted and if we fail to pay the Performance Security in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the BSTDC Bihar without prejudicing the rights of the BSTDC Bihar to proceed further in any manner it deems fit.
Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid that you may receive.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be non-responsive, will be sufficient for the BSTDC Bihar to reject our bid and forfeit our bid security in full.

Sincerely,

Name________________________________________________
Name of the Firm/Agency________________________________
Designation____________________________________________
Complete address________________________________________
Phone no.__________________ Mobile_______________________
E-Mail ID_____________________

Signature of the applicant/ Authorized
Representative of Agency with
Seal/Stamp
### PRESCRIBED PERFORMA TO BE ATTACHED WITH THE FINANCIAL BID

(Item wise rate quoted rate as per scope of work)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description of Works with Item</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit rate (in Rs.)</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Food stalls of size 15'x10' each including housekeeping, cleaning &amp; maintaining good quality hygiene with sufficient electrical work and campus lighting.</td>
<td>50</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Theme pavilion of Size 75'X12', (THEME IS “Jal Jeevan Hariyali”)</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>VIP Lounge &amp; Information centre of Area- 55' X 20' with 42&quot; LED screen with sufficient Light, Pedestal fan, minimum 2 set sofa with centre table Ac &amp; PA system etc.</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Control room with reception area size 45' X20'. (Reception Counter with 6 chairs)</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Round Table ( for use of Garden umbrella)</td>
<td>100</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>6</td>
<td>Garden umbrella</td>
<td>100</td>
<td>Nos.</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Chairs</td>
<td>1000</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>8</td>
<td>Dustbins</td>
<td>120</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>9</td>
<td>Gate with fully decorated with natural flowers (Entrance &amp; Exit)</td>
<td>2</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>10</td>
<td>Carpeting of Entire campus</td>
<td>80000</td>
<td>Sq. ft.</td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>Decorated water fountain</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Erecting drinking water fountain each of 3 taps with basin and proper drainage.</td>
<td>10</td>
<td>Nos.</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>CCTV inside the campus with monitor and expert.</td>
<td>20</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>14</td>
<td>Fire extinguisher with fire retardant</td>
<td>50</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>15</td>
<td>Hire charges for providing, erecting temp LED light in 5M long Jhalar each</td>
<td>1000</td>
<td>Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>16</td>
<td>Hire charges for providing, erecting temp metal Yellow/Warm white/green/halide lamp light each of 400 W power consumption with complete wiring with auto changer reverse and after good use dismantling. (for big Tree)</td>
<td>150</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>17</td>
<td>Hire charges for providing &amp; dismantling temp. RGB LED Light each of 80 W power consumption with electronically controlled effects (Par Light) with complete wiring erected with necessary supports with connection.</td>
<td>500</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>18</td>
<td>Hire charges for providing, erecting temp LED light LED strip light-IP 65 in RGB/5W to 15W per strip with complete wiring with auto changer reverse and after good use dismantling.</td>
<td>1000</td>
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<td>19</td>
<td>Hire charges for providing, erecting temp LED light LED round Projector 86 watt IP 65 in RGBW with complete wiring with auto changer reverse and after good use dismantling.</td>
<td>12</td>
<td>Nos.</td>
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<tr>
<td>20</td>
<td>Hire charges for providing, erecting temp LED light LED hanging string light 5W to 15W each of 5M length. (for small Tree) with complete wiring with auto changer reverse and after good use dismantling</td>
<td>500</td>
<td>Nos.</td>
<td></td>
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<tr>
<td>21</td>
<td>Hire charge for LED Display Unit of size of 12' X 8' with all compete accessories</td>
<td>3</td>
<td>Nos.</td>
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</table>

**Sum total** (To be considered for evaluation)
*The quantity of work may increase or decrease. The Payment will be done as per actual work done on contract rate.
* (Please add rows and additional pages as per requirement)
*The above details are only indicative and for the internal assessment and working by the department.
*Any discrepancies or missing/left out items do not make the bidder eligible for additional payment or not undertaking the work as given in the Scope of Work.
*Above quoted rate shall be inclusive of all taxes.
ANNEXURE – 4

LIST OF SIMILAR WORK EXECUTED PERTAINING TO CREATION, ERECT, ORGANISATION AND MANAGEMENT IN LAST THREE YEARS

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name of Client</th>
<th>Location</th>
<th>Description of work</th>
<th>Value of Contract/Work in Rs.</th>
<th>Duration (Start dt - Completion dt)</th>
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NOTES:

- Each of the listed works shall be supported with the copy of work order & work completion certificate issued by competent authority.
- Work completion certificate shall mention the nature of work, value of work completed.

LIST OF WORK ON HAND SHALL BE ATTACHED AS UNDER:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Name of Client</th>
<th>Location</th>
<th>Description of work</th>
<th>Value of Contract/Work in Rs.</th>
<th>Duration (Start dt-Completion dt)</th>
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Signature of Bidder
ANNEXURE – 5

PROFORMA OF GENERAL POWER OF ATTORNEY

(To be signed and executed in non-judicial stamp paper of Rs. 10/-)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt……………………………………. S/o…………………………..

………………………………… Residing at ……………………………

I/We all the Partners/Directors/Board members/Trustee/Executive council members/Proprietors/Leaders of M/s ………………………….. having its registered office at ………………….. hereby appoint Sri ……………………. S/o ………………………. Residing at …………………………. As my/our attorney to act my/our name and on behalf and sign and execute all Documents/Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the Company/Corporation/Society/Trust/Firm with the Department of Tourism, Bihar, Patna in connection with its tender No. …………….. Dated …………… For the supply of ……………….. due for opening on ………………….

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s ………………………….. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by My/Our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on Me/Us and My/Our Company/Corporation/Society/Trust/Firm as if the same were executed by me/us individually or jointly.

Witness (with address) 

Signature of the Partners/Directors/Board members/Trustees/Executive council members/Proprietors/Leaders.

1.
2.
3.

ACCEPTED

Signature

(Seal and Signature of Signatory of Tender offer of the Company/Corporation/Society/Trust/Firm)
ANNEXURE – 6

HISTORY OF LITIGATION

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Year</th>
<th>Award for/or against bidder</th>
<th>Name of Client</th>
<th>Litigation &amp; Dispute Matter</th>
<th>Disputed Amount in Rs.</th>
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1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s_________________ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorises and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

____________________________________
(Signed by an Authorized Officer of the Firm)

_______________________ Title of Officer

_______________________ Name of Firm

_______________________ DATE