



Request of Proposal (RFP)

from

Creation and Management of Swiss Cottages during Sonapur Mela

For

Harihar, Kshetra, Sonapur Mela, 2019

Bihar State Tourism Development Corporation Limited.

**Hotel Kautilya Vihar,
Beerchand Patel Path,
Patna 80001 Bihar**



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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. 183/16/TT/185/19

Date: 30.09.2019

Tender Notice & Important information

Bihar State Tourism Development Corporation Ltd. Patna invites proposal from experienced Private Ltd. company/Public Ltd. Company/Agency/Firm/Proprietorship in the form of Technical Bid & Financial Bid (two bid system) for Selection of the Agency for Creation and Management of Swiss Cottages during Sonepur Mela.

Department Name	Bihar State Tourism Development Corporation Limited
Name of work	Selection of the Agency for Creation and Management of Swiss Cottages during Sonepur Mela
Event Duration	12 November to 12 December, 2019
Tender Currency Settings	Indian rupees (INR)
Joint Venture/Consortium	Not Allowed
Bid Document Fee	Rs. 5,000/- (Rupees Five Thousand Only) Non refundable in form of Demand Draft
Bid Security/EMD (INR)	Rs. 1,00,000/- (Rupees one lakh only)
Bid Security/EMD in favour of	Managing Director, Bihar State Tourism Development Corporation Ltd. Patna
Portal for downloading tender documents	www.bstdc.bih.nic.in
Date of Downloading of Tender	Up to 18.10.2019 (12:00 P.M.)
Date & place of Pre bid meeting	Bihar State Tourism Development Corporation Limited, Hotel Kautilya Vihar, Beerchand Patel Path, Patna 80001
Last Date & Time for Receipt (Submission) of Bids	18.10 .2019 (01:00 P.M.)
Date and Time of Opening Technical Bid	18.10.2019 (03:00 P.M.)
Date and Time of Opening Financial Bid	To be informed later
Bid Validity Period	3 Months
Place of Submission and opening of Bids	Bihar State Tourism Development Corporation Limited, Hotel Kautilya Vihar, Beerchand Patel Path, Patna 80001
Officer Inviting Bids	Managing Director, Bihar State Tourism Development Corporation Limited.
Contact Person	Mr. Rais Azam, Manager Transport cum Travel & Trade Mobile no- 8544418206

Sd/-
General Manager,
BSTDC, 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, manage in form off Swiss Cottages during Harihar Kshetra Sonepur Mela 2019 which is scheduled to be organised from 12 November, 2019 to 12 December, 2019.
- 1.1.2 Sonepur Mela 2019 will be one of the largest congregations with an estimated gathering of more than 5 million people. Melas/festivals are largest gathering of people in India and speak of ancient living traditions of time honoured rituals of a cultural heritage that lives through centuries of time. Sonepur Mela is an amazing and spectacular spiritual congregation replete with ritual and fanfare including foreign tourist making it easily one of the most diverse and powerful of all festivals in India.
- 1.1.3 The delineated Mela Area falls under the jurisdiction of Sonepur & Hajipur 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 FOR CREATION AND MANAGEMENT OF SWISS COTTAGES DURING SONEPUR MELA FROM 12thNOVEMBER 2019 TO 12THDECEMBER 2019.
- 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. 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.

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. To erect minimum 20 Swiss cottages in Paryatak Gram of size 20'x10' each (Tented accommodation shall be with highest level of comfort and facilities. It should contain all facilities like bed, two chairs with center table, lights, fan, attached bathrooms with all facilities including bathing facilities).
2. Twin bed with linen and regular upkeep and change everyday
3. Blankets/ Duvets and other necessary items as required and desired by the guests/ BSTDC
4. Geysers / Running Hot water in bathroom along with soaps & amenities, buckets, mugs, towels, etc.
5. Wash basin and western commode with water and connection in the bathroom
6. Electricity connection with all necessary facilities in the rooms as well as Bathrooms.
7. Adequate Power backup in the entire Paryatak Gram Area
8. Entire Paryatak Gram area shall have to be decorated, designed and fabricated in rural theme in Consultation with BSTDC
9. Attached toilets with appropriate structure for walls, ceiling, all sanitary fittings, wash basins, water connection to each toilet, sewerage pit, overhead tank with adequate water supply and manpower to keep the toilet and areas clean with bleaching powder, phenyl as per requirement etc.
10. Maintenance of the entire accommodation as hotel rooms 24x7 for the entire period.
11. Providing and maintaining entry gate at Paryatak Gram besides approved branding of the entire area.

Note-Bidders are advised to quote after actual site survey and also after consulting District Magistrate/Saran 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

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 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 shall remain valid with effect from the date of award of the contract/ tender till the end of three months 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 superscribed 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 90 days.

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.

Bids from consortiums and joint ventures are not allowed. Claims without documentary evidence will not be considered.

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.

Sr.	Minimum Eligibility	Documentary Evidence required
1.	The bidder should have a minimum experience of three years in conceptualizing, designing, creation and management, organizing, managing, executing (at least one) events similar to Sonepur mela of Bihar Govt. or other State Govts. or other organisations (including providing and erecting Swiss cottages).	Work Order/Work Completion certificate.
2.	The bidder should have achieved a minimum average Financial Turnover of Rs. 1 crore in past three Financial years (2016-17, 2017-18& 2018-19) – in equivalent works/Event contracts or related works.	CA's Certificate / Financial Report for FY2016-17, 2017-18& 2018-19 or CA certificate indicating minimum annual financial turnover from the services of Event Management for the period.
3.	The bidder should be having valid PAN and GST numbers.	A copy of PAN & GST Registration Certificate.
4.	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.	Tender Fee and EMD through Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation, Payable at Patna.



6.	History of Litigation	As per the format given in Annexure-6
7.	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 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 lowest amount** (L1) to BSTDC for the said work will be invited for negotiation and finalization of arrangements and shall be declared as the successful bidder.

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 three months 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 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 follow:

- 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

4.1.1 BSTDC will evaluate the bids determined to be substantially responsive i.e., which

- a. Are properly signed;
- b. Conform to the terms and conditions & technical specifications.

4.1.2. The Technically Qualified bidders quoting the Lowest (L1) will be selected as the successful bidder.

4.1.3. The Performance Security shall be released to the Agency (ies) after completion of the Sonepur Mela 2019.

4.1.4. Post-event removal/disposal of facilities and complete restoration of the venue is the sole responsibility of the selected Agency latest within one week after closing of fair.

**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 Agency for Creation and Management of Swiss Cottages during
Sonepur Mela, 2019

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 3 Months 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 Agency for Creation and Management of Swiss Cottages during Sonepur Mela, 2019

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 black listed 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 Agency for Creation and Management of Swiss Cottages during
Sonepur Mela, 2019

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 break of scope of work)

Sr.	Description of Works with Item	Unit	Unit rate (in Rs.)	Amount (in. Rs.)
1	Swiss Cottage			
2	Welcome Gate & branding			
3				
Sum total (To be considered for evaluation)				

* (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.



ANNEXURE – 4

LIST OF SIMILAR WORK EXECUTED PERTAINING TO ACCOMODATION & MANAGEMENT SERVICES IN LAST THREE YEARS

Sr.	Name of Client	Location	Description of work	Value of Contract/Work in Rs.	Duration (Start dt - Completion dt)

NOTES:

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

LIST OF WORK ON HAND SHALL BE ATTACHED AS UNDER:

Sr.	Name of Client	Location	Description of work	Value of Contract/Work in Rs.	Duration (Start dtd-Completion dtd)

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.

ATTESTED

ACCEPTED

Signature

(Seal and Signature of Signatory of Tender offer of the Company/Corporation/Society/Trust/Firm



ANNEXURE – 6

HISTORY OF LITIGATION

Sr.	Year	Award for/or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.