

**BIHAR STATE TOURISM DEVELOPMENT
CORPORATION**



Request for Proposals for selection of Agency for design, construction and maintenance of the main pandal for religious ceremonies and tented city at Gandhi Maidan and 2 other locations in Patna on the occasion of the 350th birth anniversary of Shri Guru Gobind Singh Ji (Prakash Utsav)

CONTENTS

S. No.	Contents	Page No.
1	Introduction	15
1.1	Background	15
1.2	Brief description of Bidding Process	16
1.3	Schedule of Bidding Process	17
1.4	Pre-Bid Conference	18
1.5	Scope of Work	19
2	Instructions to Bidders	24
A	General	24
2.1	General terms of Bidding	24
2.2	Change in composition of the Consortium	27
2.3	Change in Ownership	27
2.4	Cost of Bidding	27
2.5	Site visit and verification of information	27
2.6	Verification and Disqualification	28
B	Documents	24
2.7	Contents of the RFP	24
2.8	Clarifications	29
2.9	Amendment of RFP	30
C	Preparation and Submission of Bids	30
2.10	Format and Signing of Bid	30
2.11	Sealing and Marking of Bids	30
2.12	Bid Due Date	31
2.13	Late Bids	31
2.14	Contents of the Bid	32
2.15	Modifications/ Substitution/ Withdrawal of Bids	32
2.16	Rejection of Bids	32
2.17	Validity of Bids	32
2.18	Confidentiality	32
2.19	Correspondence with the Bidder	33
D	Bid Security	33
2.20	Bid Security	33
3	Evaluation of Bids	35

3.1	Opening and Evaluation of Bids	35
3.2	Tests of responsiveness	35
3.3	Selection of Bidder	35
3.4	Contacts during Bid Evaluation	41
3.5	Bid Parameter	41
4	Fraud and Corrupt Practices	42
5	Pre-Bid Conference	44
6	Miscellaneous	45
	Appendices	46
I	Letter comprising the Bid	47
II	Format of Performance Guarantee	52
III	Power of Attorney for signing of Bid	55
IV	Format for furnishing relevant experience	60
V	Format for financial bid	61

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, 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 for participation in this Bid Stage.

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

The Authority 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 the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the

Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Glossary

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.14
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Concession Agreement	As defined in Clause 1.1.5
Operator	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 1.1.2
Damages	As defined in Clause 2.1.14
[DBFOT]	As defined in Clause 2.1.14
Demand Draft	As defined in Clause 1.1.1
Estimated Project Cost	As defined in Clause 2.20.2
Feasibility Report	As defined in Clause 1.1.4
Government	As defined in Clause 1.2.3
Grant	Government of *****
Highest Bidder	As defined in Clause 1.2.6 (a)
LOA	As defined in Clause 1.2.6 (b)
Premium	As defined in Clause 3.3.5
Project	As defined in Clause 1.2.6 (a)
Re. or Rs. or INR	As defined in Clause 1.1.1
RFP or Request for Proposals	Indian Rupee
RFQ	As defined in the Disclaimer
Selected Bidder	As defined in Clause 2.1.2
	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Key Events & Information

#	Event	Date
1	Issue of bid document	22 nd August, 2016
2	Portal for downloading tender documents	www.bstddc.bih.nic.in
3	Tender Fees	INR 2,000/- (Two thousand only)
4	Bid Security	INR 5,00,000/- (Five lakh only)
5	Form of Tender Fee & Bid Security	Demand Draft from commercial bank payable in Patna, Bihar
6	Tender Fee & Bid Security in favour of	Managing Director, Bihar State Development Corporation
7	Last date for submission of pre-bid queries	1 st September, 2016
8	Pre-bid conference	5 th September, 2016
9	Last date of bid submission	14 th September, 2016 at 12.00 PM
10	Bid opening & prequalification	14 th September, 2016 at 03.00 PM
11	Technical presentation	To be intimated at a later date
12	Announcement of Technical Scores & Financial Opening	To be intimated at a later date

Bihar State Tourism Development Corporation

1. INTRODUCTION

1.1 Background

- 1.1.1 Bihar State Tourism Development Corporation (BSTDC) was established in the year 1980 for the development of tourism in the State of Bihar and for commercialization of Tourist Resources available with the State. To achieve this objective various tourist infrastructure like Tourist Bungalow, Cafeteria, Restaurant, Transportation facilities and Ropeway are provided at various tourists spots by Bihar State Tourism Development Corporation. BSTDC has taken major initiatives to show the potential of tourist places of Bihar to the World.
- 1.1.2 Guru Gobind Singh Ji was born on Poh Sudi 7th, 23rd Poh 1723 Bikrami Samvat (22nd December, 1666) at Patna, in Bihar. Takhat Sri Harimandir Ji, Patna Sahib is a Gurudwara built in the remembrance of the Shri Guru Gobind Ji, the tenth Guru of the Sikh community. It was originally built by Maharaja Ranjit Singh, the first maharaja of the Sikh empire.
- 1.1.3 The birth of the Guru is celebrated every year as Prakash Utsav in Patna and across the country by the Sikh Community. This year has special significance as it marks the 350th Birth Anniversary of Shri Guru Gobind Sing Ji. Accordingly, a large inflow of sikh visitors are expected in the city to celebrate this momentous occasion.
- 1.1.4 As part of its endeavours, to invite bids for a welcome experience to visitors to the State, the Authority has decided to undertake the design, construction, operation and maintenance of tented cities in Patna (the “**Project**”) through a competitive bid process, and has, therefore, decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.
- 1.1.5 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 (the “**Operator**”), shall be responsible for designing, engineering, financing, procurement, construction, operation & maintenance of the Project under and in accordance with the provisions of an agreement (the “**Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of

work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFP. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals.
- 1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the “**Bidders**”) are being called upon to submit their financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.3 The Bidding Documents include the draft Agreement for the Project which is enclosed along with and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs 5,00,000 (Five Lakh Only) (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will provide Bid Security in the form of a demand draft. Where a demand draft is provided, its validity shall not be less than 180 (one hundred and eighty days) days from the Bid Due Date, for the purposes of encashment by the Authority and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

- 1.2.6 (a) Bids are invited for the financial grant required by a Bidder for implementing the Project (the “**Grant**”).
- (b) In this RFP, the term “**Successful bidder(s)**” shall mean the Bidder who secures the highest score from a weighted average of technical and financial scores. The duration and other terms are pre-determined, as indicated in the draft Agreement, and the combined techno financial scores shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of this RFP the Project will be awarded to the bidder securing the highest techno-financial score.
- 1.2.7 Generally, the Bidder scoring the highest techno-financial score shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8 The Operator shall, in consideration of its investment and services, be entitled to receive payments as detailed in subsequent sections of this RFP.
- 1.2.9 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail so as to reach the officer designated in Clause 2.11.5 by the specified date. The subject of the emails shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Tented City for Prakash Utsav”.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	1 st September, 2016
2. Pre-Bid Conference	3 rd September, 2016
3. Bid Due Date	14 th September, 2016
4. Opening of Bids	On Bid Due Date
5. Validity of Bids	120 days of Bid Due Date

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 3rd August, 2016

Time: 1100 hrs

Venue: Conference hall, Bihar State Tourism Development Corporation

Scope of Work

1.5 Successful bidder(s) shall be liable for all necessary concept planning, layout, designs for structures, plumbing, electrical, interiors, working drawings etc. for execution of project and for structural soundness of the works. Certificate of authorized structural engineer pertaining entire scope of works and related structures shall have to be furnished before 1 week of event start.

1.6 The successful applicant shall not assign sub-let or transfer their interest in this agreement without written consent of Authority. Though he may outsource the particular task, however he will inform the authority of any activities which is proposed to be outsourced.

1.7 To design, construct, operate & maintain a tented city at three locations:

- i. Gandhi Maidan (60.91 acre) to house 30,000 people
- ii. Gurudwara Kangan Ghat (approx. 10 acres) to house 5,000 people
- iii. Bypass Parking Sthal (approx. 60 acres) to house 20,000 people

1.8 To design, construct and maintain the main pandal at Gandhi Maidan.

The Bidder shall quote for Gandhi Maidan and atleast one more locations, in their technical & financial quotations. All the bidders compulsorily have to quote for additional tents. Hence the bidders have three options for financial bids:

Option 1: Gandhi Maidan, Kangan Ghat & Additional Tents

Option 2: Gandhi Maidan, Bypass Parking Sthal & Additional tents

Option 3: Gandhi Maidan, Kangan Ghat, Bypass Parking Sthal & Additional tents

Financial evaluation will be done separately for each of the three locations i.e. (a) Gandhi Maidan (b) Kangan Ghat and (c) Bypass Parking Sthal along with the additional tents.

Bidders shall provide separate quotations for each of these locations. The number of locations may be increased at a later date at the sole discretion of the Authority. The associated payment for the same shall be proportionately increased.

Cost of all the works necessary to carry out for successful organization of tent erection including but not limited to deploying necessary manpower, equipment, facilities, structures, services etc., shall have to be carried out by the successful bidder(s)

The Operator shall be responsible for housekeeping of the entire venue including any other facility provided by any other agency appointed by the Government of Bihar.

It is envisaged that each location shall at the minimum comprise of the following elements:

- i. Tented accommodation units for visitors (dormitory type tents of varied capacity) along with beds & other facilities

- ii. 'Langar' (holy community kitchen) to be operated by Takhat Harimandir Ji Prabandhak Committee
- iii. Parking lots and 'Joda Ghar'
- iv. Appropriate Public Announcement systems
 - v. Cloak rooms for safekeeping of personal items of visitors
- vi. Provision for Medical facilities & security to be operated by the Government
- vii. Demarcated area for setting up ATM services by bank authorities
- viii. Covered dustbins at regular intervals

In addition the location at Gandhi Maidan shall provide for (a) German Tent/ aluminum hangar for conducting the religious ceremonies (Gandhi Maidan only) and (b) An open area for celebratory sports/activities like horse-riding, martial arts etc. an open area for conduct of sports and other celebratory activities. The Langar at Gandhi maidan should be spread over an area of 4 acres.

A detailed description of facilities required at Gandhi Maidan is provided in the subsequent section. Bidders are expected to provide their own layout and design for the identified areas at Gurudwara Kangan Ghat and Bypass Sthal which shall incorporate each of the above mentioned elements excluding the pandal for religious ceremonies. Presently it is envisaged that these two locations shall be used primarily for accommodation of visitors (dormitory type as described in the subsequent section) and no religious ceremonies will be conducted at these locations.

The operator shall manage the tented facilities including housekeeping like maintaining toilets, drinking water facility, water supply for other works, electricity supply, cleanliness, garbage disposal, security, up keeping of the structures etc.

1.8.1 Bidders shall in their proposal provide details of layout at each of the three locations. Key components expected from the bidders are listed below:

i. Main Pandal for the Religious Ceremony (7.09 acres) to be constructed at Gandhi Maidan

- a. A German tent/ aluminum hangar for hosting religious ceremonies- available area for stage and pandal: 7.09 acres, expected capacity: 20,000 people
- b. This area should allocate space for a tri-stage setup and pandal, one elevated stage for hosting the 'Guru Granth Sahib', and two surrounding stages for VVIPs. and VIPs.
- c. The setup of the stage and all other infrastructural requirements for the pandal would have to be provided by the bidder. This list is inclusive of but not restricted to:
 - VIP washrooms nearby, heaters etc.
 - Carpeting of the pandal
 - Stage Preparation/Decoration as per Sikh tradition
 - An appropriate acoustic system that can be heard audibly
- d. The stages shall have to be erected on firm base. The pathways connecting

platforms shall be decorated, carpet covered within this scope. Aisle must always be kept clear for the visitors.

ii. Dormitory Tents

- a. Design should be harmonious to the existing local structure
- b. Provision for adequate bedding & blankets
- c. The quality of design, workmanship and service shall be the best for consistent with an International tent facility
- d. Heaters should be provided by the operators
- e. Appropriate provision for drinking water in the dormitory style tents
- f. CPWD/PWD specification shall be followed unless specified otherwise, for civil, infrastructure and all semi-permanent works
- g. All the material shall be conforming to IS codes or as approved by the Authority
- h. Defective, cracked or torn materials shall not be used
- i. All tents shall be firmly grounded and stable against wind force, and dead-loads, considering the surrounding environment, wind force & rains
- j. Tents shall be designed and executed considering adverse weather conditions
- k. Joinery and supports should be properly engineered, firm and with good finish
- l. Separate areas provisioning for bath of pilgrims and provision community toilets. It is envisaged that shower and toilet facilities will be provided separately for different genders.
- m. Provision for warm water for shower of pilgrims.
- n. Fire precaution shall be taken care of As per sub section 1 of section 26 of Bihar Fire Service Act 2014, erectors of pandals shall be deemed to be self-regulators for taking fire prevention and fire safety measures
- o. All the furniture should be firm, comfortable, traditional and as per functional requirements

iii. 'Langar' (Community Kitchen) Area

- a. A dedicated area needs to be allocated for hosting 'langar' on a daily basis with adequate capacity to serve the pilgrims housed at each location.
- b. The langar shall comprise demarcated area for:
 - the kitchen and
 - seating and serving food for pilgrims
- ix. The 'langar' area must have all the infrastructural facilities required for running a kitchen such as water, electricity supply etc. The langar shall be operated by Takhat Harimandir Ji Prabandhak Committee.

1.8.2 Ecological Balance

- a. Notwithstanding anything mentioned in this RFP, the Operator shall ensure compliance with all applicable environmental laws and any guidelines which have been issued by a government authority from time to time.

- b. The Operator shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Operator shall also conduct his cleaning operations such as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Operator shall observe the following instructions.
- c. Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Operator's expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.
- d. All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Operator's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Operator shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Operator's expenses.
- e. In the conduct of cleaning activities and operation of equipment, the Operator shall utilize such practicable methods and devices as are reasonably available to control, prevent facility and otherwise minimize air/noise pollution.
- f. Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.
- g. Operator shall use Environmental friendly chemical / detergents /reagents, for the purpose of Cleaning of structures.

1.8.3 Safety Management and Responsibilities:

- i. Successful applicant shall take all necessary safety measures to work where required and also maintain first aid arrangements for emergency
- ii. For all the works successful applicant shall ensure proper rigid railings with spacing of members/openings not exceeding 150 mm, preferably chain-link fencing
- iii. The Operator shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Liquor in any form is not allowed on site.
- iv. The Operator is responsible to ensure that necessary and adequate personal protective equipment are all the times available for the service personnel working.
- v. The carrying and consumption of intoxicating liquor, drugs or other

substances that may affect the proper performance is strictly prohibited in the identified locations where work is to be carried out.

- vi. Security related arrangements shall have to be worked out by the Tent Provider with the Police and relevant department, the cost of such arrangements shall be borne by the operator.
- vii. The Operator shall take necessary safety measures to work where required. Operator shall maintain first aid kit for emergency.

1.8.4 Hygiene:

Cleanliness in and around tents, housekeeping, cleaning, security, service staff etc. is scope of work of operator. Operator shall depute necessary skilled & trained manpower, as approved by Authority. Manpower deployment details are to be submitted in the technical bid along with other technical detail

Emptying soak pits on daily basis or as per requirements including entire system pertaining to tents & other relevant structures, dining hall etc (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of Operator.

The garbage shall be collected in bags during cleaning and shall be disposed off by the operator outside the site area in disposal yard / scrap yard / Location identified by Bidder and getting prior approval from Competent Authority. The Bio Degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from Authority official / Competent Authority. Solid Waste disposal system should be connected to all sewers which developed at venue or disposal off through suitable system as decided by Authority/.

a. Supply and Cleaning of Dust bins

- i. The Operator shall supply adequate no. of covered Small and Big dust bins with the approval of Authority.
- ii. Samples to be approved by Authority.
- iii. Each service room shall be provided with covered dustbins of small size equal to sitting provided in that room.
- iv. At various locations big dust bins with covers and plastic bag inside for waste collection shall be in adequate quantity.
- v. Dustbins shall be cleaned as per the requirement on daily basis.
- vi. Adequate no. of spare dust bins shall be kept to replace damaged /dirty dust bins.
- vii. Big size Garbage bin (metal container) shall be provided in adequate nos. with covers to finally collect the waste/garbage. These Garbage bin shall be provided with a disposable plastic cover inside. Such Garbage bin should be sealed & be emptied in the nominated locations. The dustbins to be transported in sealed condition only. Spare Garbage bins shall be kept when Garbage bin are sent for waste disposal. The Garbage bins are to be kept in neat and clean manner & should be cleaned and washed on daily basis

b. Cleaning & sanitation of Bathrooms & Toilets:

- i. Toilets shall be provided with necessary P-traps, Floor traps, Gully traps chamber with cover.
- ii. The Bathrooms & Toilets provided in the different premises are to be cleaned and to be kept neat & in hygienic condition.
- iii. Necessary disinfectant is to be used for cleaning of toilets/ urinals/wash basins & flooring. Liquid soap, toilet tissues, odozaires etc to be provided on consumable basis as & when required at the cost of Operator. These items should be made available in the adequate quantity at various places in the Bathrooms & Toilets etc.
- iv. The Daily chart for cleaning of Bath rooms and Toilets shall be available on demand by the Bidder or the Authority.
- v. The fittings installed in bath room & Toilets shall be checked in each shift and status for any damage, theft shall be hand over to next shift and be reported to Authority's staff.
- vi. The blockage in the Sewage/water supply pipes shall be attended immediately. The water leakage in pipe fittings i.e. Taps, Bends, Valves etc. to be attended immediately. The Operator shall make his own arrangements with the approval of the Authority for installation of such damages. The replacement fittings should match the original fittings standards and brand. The blockage / leakage or any type of attention required for sanitary fittings like Washbasins, Cisterns, and W.C. pans etc. to be made immediately. If any fitting required for replacement, the Operator shall make his own arrangements with the approval of Authority.
- vii. The washbasins, cisterns etc. if overflows due to blockage or due to any defects in the fittings should be attended immediately. The over flow in water tanks shall attend immediately.

c. Cleaning of Drainage System within Tent City Area

The drains provided at different locations, sub surface drains along the service roads, etc. to be cleaned regularly and ensure that no blockage of water should occurs. If any blockage occurs, it should be removed immediately & disposed off to the approved locations. While cleaning proper care should be taken to avoid any accidents. While removing the cover slabs proper care should be taken so that no cover slabs should be broken and the cover slab should be put back after the completion of cleaning work.

The sewerage shall have to be connected to nearest available drain/sewer manhole/sock pit; if not available proper arrangement shall be made / constructed. Scope of works includes complete arrangement for solid waste disposal works which are technically & structurally sound and as per approval of Authority/Competent Authority.

1.8.5 Electrical

- a. All electrical materials to be used like wires, cables, switchgears, fuse switch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark & FRLS type.

- b. In any case, CPWD electrical specifications for material and workmanship should be followed as a minimum requirement.
- c. Where explicit specifications are not available, the work shall be executed as per the instruction of the Authority
- d. The private operator or his sub Operator must have Electrical License from Govt. body
- e. The electrical work should be done in presence of electrical supervisor (approved by Government) of the Electrical License Holder Contractor.
- f. Electrical Power should be taken from the mains provided by Authority and DG sets should be used as 100% standby power source.
- g. All approvals regarding temporary power connection and electrical installations from the concerned authorities are in the scope of private operator.
- h. Mains Wiring and cabling (with Servo Stabilizer/stabilizer)
 - i. Mains of halogen should be taken from nearest power distribution board. Size of mains should be adequate according to the circuit load.
 - ii. All wiring should be in rigid PVC conduit & suitable size of FRLS type. All circuits should be protected with 30mA ELCB.
 - iii. Joints in MAINS wiring should be with connector & not with insulation tap. These joints should not be in contact with cloth curtains or such inflammable materials.
 - iv. All cable or wire joints should be in proper manner with connector or jointing kits. Wiring along with cloth should be done within conduit.
 - v. All cables must be armoured cables. Use of insulation damaged cables should be avoided. Minor cuts on cable insulation should be properly insulated with insulation tape.
 - vi. All cables must be laid underground with proper depth.
 - vii. All cables should be properly glanded and terminated with proper size of lugs
 - viii. The Mains shall be with ISI marked PVC insulated wire with copper conductor as specified (No flexible wires are allowed) the size of phase and neutral shall be same, while the size of earth conductor shall be as specified in the item. The number and size of conductor shall be as specified in the item. All wires shall be single core solid PVC insulated as per IS: 634 and shall be 660 V/1100V grade. All wires shall be as per colour code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth conductor.
 - ix. Necessary connections to control switchgear, MCB/ ELCB Dist. board, plug etc. shall be made firmly as per requirement and as instructed by in-charge-electrical engineer
 - x. Point Wiring in Structures (LIGHT, BELL, FAN & PLUG) (with Servo Stabilizer/stabilizer)
 - xi. The point wiring shall be confirmed to IS: 5908 - 1970. A point shall consist of the branch wiring from the branch distribution board (switch board) together with a switch as required, as far as and including the ceiling rose or socket-outlet or suitable termination. A three-pin socket-outlet point shall include, in addition, the connecting wire or cable from the earth pin to the earth stud of the branch distribution board.
 - xii. The installation shall generally be carried out in conformity with the

requirements of the Indian Electricity Act, 1910, as amended up to date and the Indian Electricity Rules, 1956.

xiii. The point wiring shall be carried out in under mentioned manner :

- Supply, installation, fixing of conduits with necessary accessories, junction/inspection/switch/outlet boxes.
- Supplying and drawing of wires of required size including insulated earth continuity wire.
- Supply, installation and connection of Modular switches, sockets, switch plates, fan regulators etc. as specified.
- The point shall be complete with branch wiring from the first switch board to the outlet point through other loop. Switch boards if necessary in a circuit, conduit with accessories, junction, inspection boxes, control switch, socket outlet boxes, ceiling roses, connector etc.
- Unless otherwise mentioned, the system of wiring shall consist of single core 650/1100 volt grade PVC insulated wire with copper conductor laid through exposed surface mounted/concealed in wall and ceiling rigid PVC pipe/rigid steel conduits/PVC oval conduit/PVC casing-N-Capping/trunking etc. as specified.
- The rigid PVC pipe shall conform to IS:9537 with minimum wall thickness of 1.5mm. The corresponding accessories shall conform to IS:3419. The minimum diameter of pipe shall be 20 mm.
- The wiring shall be as per colour code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth, Grey for control, white for bell point and all off wires shall be same as phase wire. The wiring shall be done in a looping manner. All looping shall be made only in switch boards.
- The switches and socket outlets shall be Modular type with silver-coated contacts with ISI marked IS: 3854
- The Conduit run on surfaces shall be supported on metallic 1.2mm thick saddles/heavy duty PVC saddles which in turn shall securely screwed to wall or ceiling. Saddles shall be at intervals of not more than 500 mm. Fixing screws shall be with round or cheese head and of rust-proof materials. No cross-over of conduits shall be allowed. Unless it is unavoidable. The entire conduit installation shall be clean and neat in appearance
- The Maximum load of each circuit shall not exceed 800 watts and maximum points of each circuit shall not exceed 10 points. Where wiring passes through wall, care shall be taken to see that wire pass very freely through protective pipe [rigid steel conduit / rigid pvc

pipe / porcelain tube and that the wires pass through without any twist or cross in wires, or either ends of holes

xiv. Heaters – (with Servo Stabilizer/stabilizer): All heaters should run hum free. Proper care should be taken for providing space for heater connections.

xv. Separate Power Distribution Board: Each structure should have separate power distribution board (TPN switch

Each power distribution board (TPN switch) should be mounted on wooden block board and should be raised from ground. This entire structure should be properly fixed to ground.

There should not be any connection outside Distribution board. Every neutral wire should be properly connected to neutral strip.

All fuse used must be properly rated. Rewiring of damaged fuses is not allowed. All Power DB should be properly earthed

xvi. Earthing

- Each Power Distribution board should have pipe earthing
- All metallic structures of the venue should be properly earthed
- The earthing of an installation shall conform to I.E. Electricity Rules, IS- 3043, latest edition and I.E.E. The copper earth plates should be tinned before installation. The earth plates of Cast iron, having size of 30 x 30 x 0.35 cms in separate pit. Specially prepared 2.5 mtr deep with necessary to reach moist earth surface. The earth pit should be provided with 38 MM dia GI Pipe 2 mtr long. Alternative layers of salt and coke shall be provided surrounding the plate
- The pits shall be filled when the plates are in position and in presence of Engineer in Charge. The earthing resistance of each earth plate should be measured by resistance meggar in the presence of Engineer in Charge
- The general and technical specification given in the tender booklet shall be considered as a part of agreement. The material shall be approved as per relevant IS specification and shall be approved by the Electrical Engineer in charge before executing the work

1.8.6 Fire:

The successful applicant shall apply fire resistant coating which shall be non-allergic, odorless, non-toxic, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent as approved by the Committee members/ Authority on all internal and external structures wherever applicable including stage and as and where specified by s/Client

1.8.7 Authority to work:

The Operator's supervisor is responsible for ensuring that the workers comply with the safety rules at work.

1.8.8 Accidents:

- a. It shall be the sole responsibility of the Operator to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- b. If any accident occurs due to operations or due to negligence on the part of the Operator's personnel it shall be the full responsibility of the Operator.
- c. If any damage occurs to the structures/ material & equipment as well as rolling stock due to erection operations, the cost of damage will be recovered from the Operator's bill.

1.8.9 Measures Against Insect And Pest Nuisance

The Operator shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The applicant shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once or as instructed by such authorities". The applicant shall install repellent at site as required.

1.8.10 Epidemics

In the tent facility of any outbreak of illness of an epidemic nature, the applicant shall comply with and carry out such regulations, orders and requirements as may necessary and issued by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same

1.8.11 Alcoholic Liquor Or Drugs

The applicant shall not, in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

1.8.12 Arms And Ammunition

The Agency shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

1.8.13 Other Instructions

- a. The successful applicant has to submit hard and soft copy of all drawings and specifications in a soft version as specified by Authority.
- b. The Operator would have to incur expenditure necessary to provide, set up, run and manage the tents and related infrastructure & hospitality services as one point solution provider for the entire duration of the event
- c. Operator shall provide tents per the specifications prescribed under Section 5, Scope of Work, Part A. Details of infrastructures, facilities & services are to be submitted by the Bidder. The final services & structures shall be provided by

- operator as per approval of Authority
- d. Preparation of required documents and certificates to obtain approvals from Government/Authority/UDA/MC other agencies and overall coordination and follow-up with agencies for getting approvals, certificates to be completed before 10 days of event start
 - e. Tent Provider should comply and obtain all statutory approvals required per law, including environmental clearance, licensed electrical Operator, clearances & License from Labour department etc.
 - f. Tent Provider shall undertake to complete their professional services by the date hereafter, in accordance with the instruction by the Authority. Tent Provider shall furnish the schedule of implementation to the Authority so that systematic and timely monitoring of the project can be done
 - g. Agency shall return the site on pre -project condition at end of the duration under the RFP. Failure to which, operator shall be levied heavy penalty as decided by Authority management
 - h. The operator shall undertake the execution of all related ancillary services such as:
 - i. Plumbing, Liquid & Solid sanitation & solid waste management
 - ii. Electrical supplies and connections etc.
 - iii. Water works
 - iv. Interior and exterior furnishing with traditional decorations
 - i. The operator shall have to bear the all expenditure regarding getting temporary connections, all deposits, usage charges and any other chargeable expenses for all ancillary services, as listed in Section 5, Scope of Work, Part B & any other arrangements required
 - j. The expenses towards electricity usage & water usage shall be payable by operator based on actual consumption including all taxes & levies directly to concerned authorities and shall be subsequently reimbursed by the Authority.
 - k. In case of non-availability of such facilities, operator shall manage to get these facilities on his own cost & resources
 - l. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by operator
 - m. Operator shall depute necessary skilled & trained manpower, as approved by Authority. Manpower deployment details are to be submitted in the technical bid along with other technical detail. The operator shall deploy Clerical Staff, Consulting Engineers- Civil, Electrical, Structural and Plumbing consultants and other Professional persons required to be consulted by Authority for the purpose of the tent facility
 - n. The Operator shall arrange for DG set for 100% back up with all accessories, consumables, cabling, change over switches, panel board etc. complete at his cost.
 - o. The successful bidder(s) shall make all necessary arrangements for water, and electricity including drinking water for visitors, service persons and staff from outside source. The Authority shall assist the Operator in providing necessary administrative support to get various approvals from various govt. departments.
 - p. Water supply at site. All the cost pertaining to getting temporary connections, usage charges, installation charges etc shall be borne by the private operator

- q. The successful applicant shall have to do liaison, to arrange for Fire Fighters, through concerned authorities.
- r. The applicant should also arrange for the water connection from the utility providers and shall arrange for distribution of water to toilets and other areas as per layout
- s. The complete soak pit & relevant network shall have to be connected to nearest available drain/sewer manhole at operator's cost
- t. The successful applicant shall inform about all the structures and their type it proposes to use for setting up of tent erection. Designing and accommodation of structures are to be done accordingly
- u. Quality and finishing of all structures will be reviewed after final execution of work
- v. Stipulated time frame for completion of necessary structures is to be implemented. In case of any deviations a penalty will be imposed upon as per the directions of Committee members/ Authority.
- w. Necessary arrangements for fabrication yard, godowns, and storage space for required installation works will be managed by the successful applicant at no additional cost within or outside the venue
- x. The Tent Provider shall clear the site on possession and hand over back the site once the tent facility is over in to pre-tent facility condition within seven days of the completion of tent facility
- y. In case on non-availability of water supply connection nor electricity connection, the operator shall arrange for all temporary means for electricity & water supply i.e. on generator based for electricity & water supply shall be provided by means of water tankers or equivalent arrangements. The operator shall have to arrange from the point for themselves with all fittings & cabling. Fire safety and other safety measures must be followed by operator as per prescribed rules & regulations. It shall not be used as drinking water.
- z. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the private operator.
- aa. The Bidder shall arrange and make liaison Bihar Electricity Board (BEB) for power or as applicable. Bidder shall provide for generator back-up for the tent facility for critical functions and services if required. The Bidder shall have to do liaison, bear the cost of arranging electric connection. No reimbursement or additional charge will be given to the tent provider
- bb. CPWD specification shall be followed unless specified otherwise, for civil, infrastructure and all semi-permanent works.
- cc. All the material shall be conforming to IS codes or as approved by the Authority.
- dd. Where the word states waterproof, it shall be fully waterproof with surrounding walls and ceiling.
- ee. Signage height and letter size should be visible.
- ff. There must be smooth entry and exit to the tent structure. The movement within the Venue shall be barrier free and friendly to physically challenged people
- gg. Barricading shall be in proper alignment and free from any protruding objects

- hh. Necessary safety railings/nets shall be provided through out the site and necessary safety measures shall be taken to ensure the safe working conditions during the installation and subsequent to installation during Tent facility
- ii. Staff members shall bear proper identity cards issued by the Operator and shall produce the same whenever demanded by the security deputed in the venue any time during construction, exhibition and demolition period
- jj. Tent Provider shall not permit any member of his staff to cook, wash himself, his clothes or utensils anywhere inside the tents area/clusters
- kk. All empty cartons and crates must be labeled and removed from the exhibition grounds
- ll. No overnight parking of trucks or tempos is permitted at the Tents area / property during move-ins, show hours and move-outs
- mm. Open drains & Channels shall be covered properly
- nn. Tent shall be supplied and erected with all facilities completely on given date in all respect

Note:

1. The expenses towards electricity usage shall be payable by operator based on actual consumption including all taxes & levies. This shall be payable directly to concern authorities and will be reimbursed on actuals
2. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by operator.
3. Agency shall visit the site before bidding for RFP. Agency shall arrange for necessary site clearance & levelling etc. activity on its own.
4. Agency shall return the site on pre-tent facility condition at end of the duration under the RFP. Failure to which, operator shall be levied heavy penalty by the Authority.
5. Tent Provider shall not, without the written sanction of the Authority, make any deviation in the approved plans, details, specifications, etc.
6. Drawing, plans and specification are the property and ownership of the Authority, irrespective of whether the work for which they are made has been executed or not.
7. If there is any ambiguity or contradictory found/observed in the tender document between technical bid and financial bid, the Bidder shall bring it to the notice of the Authority/ appointed by the Authority at the time of pre-bid meeting

1.8.14 Responsibility of the Authority: The land and any infrastructure created/existing at the sites are property of Govt. of Bihar. The ground /land would be provided by the Authority for setting up of the tents on “As-is, Where-is basis”.

Authority will provide administrative support to assist operator to get approvals for electricity, water and related services required to operate the tents by operator.

The Authority shall pay a lump sum fee to the operator on satisfactory conclusion of the event minus any deductions for service deficiencies during the contract period.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually shall not be entitled to submit another bid either individually or otherwise.
- 2.1.2 (Deleted)
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.4 The Bid should be furnished in the format at Appendix–I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bid shall consist of a technical and financial proposal, to be provided by the Bidder. The Authority shall be liable to pay a fee to the Operator as per the terms and conditions of this RFP and the provisions of the Agreement.
- 2.1.6 The Bidder shall furnish Tender Fee of INR 2,000/- (Two Thousand Only) in the form of a demand draft payable in Patna as a tender fee.
- 2.1.7 The Bidder shall deposit a Bid Security of Rs. 5,00,000/- (Rupees Five Lakh only) in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security as a Demand Draft.
- 2.1.8 The validity period of the Bid Security shall not be less than 120 (one hundred and twenty) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 (Deleted)

- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid at the discretion of the Authority.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to

sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due

Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 (Deleted)

2.3 (Deleted)

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

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

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Operator;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof,

including the term of the subsequent Agreement thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

2.7 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

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

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “BID”.

2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:

- (a) Bid Security in the format at Appendix–II;
- (b) Power of Attorney for signing of Bid in the format at Appendix–III;

A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.11.3 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the RFP for Tented City Project”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF: Managing Director
DESIGNATION Bihar State Tourism
Development Corporation
ADDRESS: Hotel Kautilya, Bir Chand Patel Path,
Patna, PIN – 800001

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1200 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished in the format in the Appendices

2.14.2 Generally, the Project will be awarded to the Bidder with the highest techno financial score.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Patna (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of un-successful bidder(s) will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the un-successful bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- 2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

- (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement.
- (e) the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.21 Delays to the project

- a. The completion period of the entire work shall be agreed upon between the Operator and the Authority at the time of execution of a subsequent Contract; time shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by the Authority, shall be strictly adhered to and followed. Liquidated Damages will be applicable upto a maximum cap of 20% of the total value of the contract.
- b. In case of delay in completion of a specific job beyond the date of completion given by the Applicant and accepted by Authority, unless extended by the Authority in writing, penalty would be applicable at the rate of 2% of the contract value per day of delay.
- c. In case of delay to deliver the work within stipulated program, the Authority reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra loss that the Authority will have to incur for completion of the balance job/s through another agency will be recovered from the initial contracting agency's account, Security deposit. Moreover, the Authority shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1200 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 The Authority intends to follow a ‘two stage’ bid process for selection of the successful agency under ‘70:30 QCBS Method’, as outlined in this RFP. QCBS uses a competitive process among short-listed firms that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm. Cost as a factor of selection shall be used judiciously. The weightage given to technical proposal and the financial bid will be 70:30 respectively. The Bidders would need to submit, within the Proposal Due Date as prescribed in this RFP; Qualification, Technical and Financial Proposal in the prescribed formats.
- 3.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation at each stage of the Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP particularly the following conditions.
- (a) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (b) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (c) it is accompanied by appropriate Bid Security as specified;
 - (d) it is accompanied by appropriate tender fee
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
 - (i) Pre-Qualification

#	Criteria	Supporting Documents
1	Cover Letter	In the prescribed format

#	Criteria	Supporting Documents
2	The Bidder should be a registered Company / Partnership / LLP having a minimum experience of five years in providing similar services (i.e. event management, accommodation & hospitality, tented services.)	Certificate of Incorporation / Partnership deed / equivalent document Constitution documents (relevant extracts of Articles of Association and memorandum of association)
3	The Bidder should have a minimum Average Annual Financial Turnover from similar services of INR 1.5 Cr per year during over the past 3 years (2013-14, 2014-15 & 2015-16)	Audited Financial Statements: Balance Sheets and P&L Statements
4	The Bidder should have erected & run at least one tented city or equivalent project with related infrastructure & hospitality services & good quality services at a national or state level housing a minimum of either: 1. 1 project where 24,000 people have been housed at a location for a minimum of three days OR 2. 2 projects where 18,000 people have been housed at a location for a minimum of three days OR 3. 3 projects where 15,000 people have been housed at a location for a minimum of three days	Work Order / Contract / Certificate of Completion
5	Earnest Money Deposit	In the prescribed format
6	Tender Fee	In the prescribed format

If Bidder gets pre-qualified, he will be shortlisted for stage 2 of selection procedure.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority

may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Bidder

3.3.1 Technical Evaluation

Shortlisted Bidders as per stage 1 shall be evaluated by the details of tent & relevant services as per annexure as submitted with technical bid document & presentation in front of the govt. committee.

DOT reserves the right to require any and all Bidder set up their tents as sample and run it for 3 days for checking the completeness of details & facilities proposed by Bidder – as part of short listing procedure at this stage.

After detailed evaluation of above details, as per marking system, DOT shall shortlist the Bidders for price bid opening.

ONLY BIDDERS GETTING 75 MARKS AND ABOVE SHALL QUALIFY FOR PRICE BID OPENING.

The marking system based on submitted details of tent & services for technical evaluation is as below:

#	Particular	Maximum Score	Supporting Documents
1	<p>Experience of running event management temporary accommodation / tented accommodation including hospitality services</p> <p>Score :</p> <p>15 marks – more than 10 years 10 marks – 7 - 10 years 7.5 marks – 5 - 7 years 5 marks – 5 years</p>	15 marks	<ul style="list-style-type: none"> • Certificate of Incorporation • Relevant extracts of Memorandum & Articles of Association
2	<p>Experience of running temporary housing /accommodation / tented accommodation including hospitality for at least 20,000 people</p> <p>Score:</p> <p>15 marks: 40,000 & above 10 marks: 30,000– 40,000 people 7.5 marks: 25,000–30,000 people 5 marks: 20,000-25,000 people</p>	15 marks	Work Order/Completion Certificate

3	<p>Bidder's minimum annual financial turnover (in equivalent accommodation & hospitality only) in each of last three financial years ending on March 2016.</p> <p>Score: 15 marks: > 2.5 Cr average annual financial turnover over last 3 years 10 marks: INR 2-2.5 Cr average annual financial turnover over last 3 years 5 marks: INR 1.5- 2 Cr. average annual financial turnover over last 3 years</p>	15 marks	<p>Financial Statements: Balance Sheets and P&L Statements</p>
4	<p>Approach & Methodology including design & layout: The bidder shall deliver a presentation on his methodology for timely delivery of services. The presentation should inter alia include:</p> <ol style="list-style-type: none"> 1. Concept plan – including detailed drawings of the main pandal, dormitories & layout for each of the three areas being bid for 2. Specifications of tented accommodation & main pandal at Gandhi Maidan including proposed materials used 3. Services offered: <ol style="list-style-type: none"> a. Sanitation b. Security / Disaster Management c. Operations 4. Manpower deployment 	35 marks	
4	<p>Concept presentation: A presentation on the Bidders plans for the tented city shall be given by the bidder, on a date to be intimated by DoT.</p>	20 marks	<p>At a date to intimated to pre-qualified bidders subsequently</p>

3.3.2 Financial Evaluation

- 2 The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.

- 3 The Bidder shall quote for Gandhi Maidan and atleast one more locations, in their technical & financial quotations. All the bidders compulsorily have to quote for additional tents. Hence the bidders have three options for financial bids:
- 4 **Option 1:** Gandhi Maidan, Kangan Ghat & Additional Tents
- 5 **Option 2:** Gandhi Maidan, Bypass Parking Sthal & Additional tents
- 6 **Option 3:** Gandhi Maidan, Kangan Ghat, Bypass Parking Sthal & Additional tents
- 7 Financial evaluation will be done separately for each of the three locations i.e. (a) Gandhi Maidan (b) Kangan Ghat and (c) Bypass Parkingh Stahl along with the additional tents.
- 8 Preference to bidders will be given to bidders who have quoted for all three locations.
- 9 Financial Bids that are less than 50% of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified Bidders and dividing the same by the number of Bidders).The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:
- 10 Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places).
- 11 The Financial Score will be calculated separately for each of the three locations given above along with additional sites. For evaluation purposes, the cost of the additional sites will be added to the cost quoted for Gandhi Maidan.
- 12 Bidder having the highest combined Technical cum Financial score will be awarded work for each site. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
 - a. The Bidder securing the highest Composite Bid Score against each of the sites, will be adjudicated as the most responsive Bidder for award of that site. The overall score will be calculated as follows:-

$$B_n = 0.80 * T_n + 0.20 * F_n$$
 Where
 B_n = overall score of Bidder
 T_n = Technical score of the Bidder (out of maximum of 100 marks)
 F_n = Normalized financial score of the Bidder

- b. In the event the bid composite bid scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

13 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who secures the highest techno-financial score shall ordinarily be declared as the selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that the Highest Bidder withdraws for any reason the Authority may either retender or grant the 2nd Highest Bidder the opportunity to match the financials quoted by the Highest Bidder.

3.3.5 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.7 On receipt of a letter of intent from the Authority, the Authority successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, typically within 15 days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Authority may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix III. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

The Authority may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.
Authority

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding

Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

Appendices

APPENDIX-I

Letter comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

Managing Director

Bihar State Tourism Development Corporation

Sub: Cover Letter for <Company's> bid for the Project

Dear Sir,

With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operator for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - (c) I/We have not been blacklisted by any government authority for deficiencies in performance of work or any unethical practice; and
 - (d) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (e) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (f) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
 9. I/ We believe that we satisfy(s) the pre-qualification criteria and meet(s) the requirements as specified in the RFP document.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Agreement.
 19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision

taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the venues. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of contract.
22. I/ We offer a Bid Security of Rs..... (Rupees only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

APPENDIX-II

Bank Guarantee

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents / Agreement shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank

under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days beyond all contractual obligations of the bidder or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-III

Power of Attorney for signing of Bid^s
(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the reg/istered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

Appendix - III

^s To be submitted in original.

1.

2.

Accepted

Notarised

(Signature, name, designation and address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV RELEVANT EXPERIENCE

Please finish information about the relevant works completed over the last five years.

#	Name of Client	Location and description of works	Value of Contract/work
1			
2			
3			

NOTES:

- 1) 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.
- 2) Non disclosures of any information in the schedule will result in disqualification of the firm.

List of works on hand shall be attached as under.

#	Name of DOT	Location and description of work	Value of contract	Period of execution
1				
2				
3				

Appendix VI Prescribed proforma for financial bid

To,

Managing Director

Bihar State Tourism Development Corporation

Sub: Financial Proposal for <Company's> bid for the Project

Note: A Bidder shall quote for a minimum of two of three locations, in their technical & financial quotations. Preference to bidders will be given to bidders who have quoted for all three locations.

#	Description of Work	Unit Price (X)	Weightage (Y)	Price for evaluation (XxY)
1	For Tented City at Gandhi Maidan		1	
2	For Tented City at Gurudwara Kangan Ghat		1	
3	For tented city at Bypass Parking Sthal		1	
4	For a cluster of 200 additional tents		15	

(Please Note: The rate should be inclusive of all taxes like Service Tax, Value Added Tax, Works contract tax, insurance etc.)

We abide by the above offer/quote and terms condition of the RFP, if the Authority selects us as the Selected Bidder.

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 DOT Bihar to reject our bid and forfeit our bid security in full.

Sincerely,

Signature_____

Name_____

Name of the Firm/Agency_____

Designation_____

Complete address_____

Phone no._____ Mobile_____