

**DIRECTORATE OF TOURISM
GOVERNMENT OF BIHAR**



**GRANT OF LICENSE FOR NAKHAS KSHETRA
OF SONEPUR MELA 2022**

**Directorate of Tourism, Government of Bihar, 1st Floor, B Block, Extension Bhawan,
Main Secretariat, Patna-800015
Ph.: - 0612-2217045, Fax: - 0612-2217042**

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DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Directorate to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Directorate in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Directorate, its employees, or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtain independent advice from appropriate sources.

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

The Department of Tourism/Directorate of Tourism, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

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

The Directorate 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 Directorate is bound to select and shortlist Applications and the Directorate reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

Important dates & information

Department Name	Directorate of Tourism, Bihar.
Name of work	INVITATION FOR GRANT OF LICENSES OF NAKHAS KSHETRA FOR ALLOTMENT TO PRIVATE PARTIES FOR SETTING UP STALLS AND OTHER ACTIVITIES IN SONEPUR MELA 2022
Event Duration	06 th November 2022 to 7 th December, 2022
Tender Currency Settings	Indian rupees (INR)
Joint Venture/Consortium	Not Allowed
Bid Document Fee	Rs. 10,000/- (Rupees Ten Thousand Only) Non-refundable, payable vide Bank Demand Draft with the Bid.
Earnest Money Deposit	Rs. 10,00,000/- (Rupees Ten Lakhs Only)
Bid Document Fee/EMD in favour of	Director, Tourism, payable at Patna
Portal for Downloading Tender	www.bihartourism.gov.in
Date & Place of Pre-Bid Meeting	7th October 2022 at 3 PM Directorate of Tourism, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna-800015
Last Date & Time for Receipt (Submission) of Bids	18th October 2022 (03:00 PM)
Date and Time of Opening Technical Bid	18th October 2022 (4:00 PM)
Date and Time of Opening of Financial Bid	To be informed later
Bid Validity Period	120 days
Submission of Bids	Directorate of Tourism, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna-800015
Phone	0612-2217045
Officer Inviting Bids	Director, Directorate of Tourism, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna-800015

1. INTRODUCTION

1.1 BACKGROUND

1.1.1 The Department of Tourism/Directorate of Tourism (DOT), Government of Bihar (GoB), has been appointed as the nodal agency to coordinate, manage, implement, and organise **Harihar Nath Kshetra Sonepur Mela, 2022** which is scheduled to be organised from **6th November to 7th December 2022**.

1.1.2 DOT would like to grant license for the allotment of Nakhas Kshetra to private parties for setting up stalls and activities (as detailed in the terms of reference) and to undertake the entire arrangement in the said licensed area in accordance with the Terms and Conditions defined herewith in this document.

1.1.3 Sonepur Mela 2022 will be one of the largest congregations with an estimated gathering of more than 5 million people. Melas/festivals are largest gathering of people in India and speak of ancient living traditions of time-honoured rituals of a cultural heritage that lives through centuries of time. Sonepur Mela is an amazing and spectacular spiritual congregation replete with ritual and fanfare including foreign tourist making it easily one of the most diverse and powerful of all festivals in India.

1.1.4 The delineated Mela Area falls under the jurisdiction of Sonepur & Haripur Municipal limits. Both the places are conveniently placed and well connected to other parts of the country through air, rail and road.

1.2 REQUEST FOR PROPOSAL

INVITATION FOR GRANT OF LICENSES OF NAKHAS KSHETRA FOR ALLOTMENT TO PRIVATE PARTIES FOR SETTING UP STALLS AND OTHER ACTIVITIES IN SONEPUR MELA 2022 - BY DIRECTORATE OF TOURISM, GOVERNMENT OF BIHAR ON TURNKEY BASIS AND GET REVENUE AT FAIR RATE FROM EXHIBITORS/VENDORS/ADVERTISERS OCCUPYING THE STALLS AND UTILIZING THE VENUE OF MELA AREA FOR VENDING/PROMOTING/ADVERTISING.

1.2.1 Directorate of Tourism, Govt. of Bihar (hereinafter, referred to as “DOT, GOB”) wishes to appoint an event management agency for the successful implementation at Hariharnath Kshetra Sonepur Mela-2022 which is scheduled to be held from **6th November 2022 to 7th December 2022**.

1.2.2 DOT invites detailed proposals (Qualification Submissions, Technical Submissions together referred to as “RFP”) from competent agencies. The Scope of Services forming part of the Assignment has been set out in this document herewith below.

1.2.3 The Proposals would be evaluated on the basis of the eligibility conditions set out in this RFP to identify the successful Bidder for the Assignment (“Successful Bidder”).

1.3 BRIEF DESCRIPTION OF THE BIDDING PROCESS

1.3.1 DOT intends to follow a ‘single stage two envelope’ bid process for selecting the qualified successful licensee under ‘Highest License Fee’ method, as outlined in this RFP.

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

1.4 OBTAINABILITY OF RFP DOCUMENT

1.4.1 The RFP would be available at the website www.bihartourism.gov.in. It may be noted that all subsequent notifications, changes, and amendments in the assignment/ documents would be posted only on the website.

1.5 GENERAL INSTRUCTIONS

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

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

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

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

1.5.5 The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process, including but not limited to, site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. The DOT, Bihar will not be

responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

- 1.5.6 DOT, Bihar may modify the RFP by issuing an Addendum before Due Date. Any Addendum thus issued shall be part of the RFP and shall be hosted on the website. DOT, Bihar will assume no responsibility for receipt of the Addendum.
- 1.5.7 Bidders will not be permitted to alter or modify their bids once submitted.
- 1.5.8 DOT, Bihar shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by the DOT, Bihar.
- 1.5.9 Any Bid not accompanied by the EMD & Document Fee shall be rejected by DOT, Bihar as nonresponsive.

2. TERMS OF REFERENCE

2.1 SCOPE OF SERVICES

- Preparation of grounds i.e., levelling and cleaning to be done as per the demarcated zones for Nakhas Area.
- The Licensee shall be responsible for internal wiring & installation of electrical equipment/s in the sectors designated for Licensee.
- The licensee shall liaison with Electricity Department to obtain the necessary electricity connections and also their clearances for such installations.
- Earmarking the space for different activities as per tentative enclosed layout plan for the following sectors and will have to ensure the maximum participation of National & International lead brands in the following categories- (The Bidder may arrange tie-up with corporate houses/MNCs /sponsors for display of Advertisements and collect revenue).
 - (i) Readymade Garments
 - (ii) Hosiery & woollen items
 - (iii) Handicrafts
 - (iv) Cutlery
 - (v) Agricultural implements
 - (vi) Electrical & Electronics
 - (vii) Automobiles
 - (viii) FMCG
 - (ix) Domestic appliances
 - (x) Telecoms
 - (xi) Leather goods
 - (xii) Medical & health equipments
 - (xiii) Food courts
 - (xiv) Entertainment sector
 - (xv) Govt. stalls
 - (xvi) Any other item as per approval of the Directorate of Tourism
- Construction of temporary stalls for the above-mentioned identified sectors - The outer structure of the above-mentioned stalls should be constructed by using waterproof structures using Tin sheets /tarpaulin. The inner structure should be made up of ply & board, iron frames. The stalls shall be thematically designed to present a good picture of the Mela.
- Every stall should be equipped with fire extinguisher as per the norms of fire department. It will be the responsibility of the event manager to get fire safety clearance from the competent authority.
- The agency shall be responsible for internal wiring & installation of electrical

equipment/s in the sectors/stalls (within permissible limits as per DOT Govt. of Bihar)

SCOPE OF ADVERTISING STATIC

- Branded Stalls
- Exhibition Spaces
- Entry Gates
- Pole kiosks
- Hoardings
- Balloons
- Parking Areas
- Wall Paintings
- Welcome Gates along major Roads



- Mobile Vending / Umbrella points
- Mobile Carts
- Any other with the consent of the DOT.
- **Audio Visual –**
 - LED/AV Display
 - Centralized audio announcement

Pre- Defined Zones –

- A. To optimize the space utilization by bidders & for better Mela ambience, specified sectors/ Zones have been earmarked for various activities as per lay out plan enclosed with this RFP.
- B. The exact nature, quantity, size etc. of the Advertising area/space shall be decided in consultation with the DoT, Bihar. Almost all the companies who

would like to reach masses can showcase their wares & Initiatives i.e., companies in food, consumer durables, mobile services, FMCG, Medical, Pharmacy, automobiles, banking, Insurance, Finance etc. are likely to use this event to reach their prospective customers.

- C. The site and location advertisement space/mode can be changed by DoT, Bihar in public interest, if considered necessary.

2.2 ADVERTISEMENT SPACES

- A. Based on the initial mapping & reconnaissance survey, the following areas are earmarked under “Advertisement spaces” (these are subject to change as per the discretion of DOT, Govt of Bihar.)
- B. Details of Advertisement spaces (estimated)

Sl no	Type Of Advertisement	Nos.(Approx.)	Location
1	Hoardings 30X10 20X10 10X 5	50	Entire Mela area as per layout plan
3	Pole Kiosks	1000	do-
4	Major Entrance Gate	2	Gaj Graha Chowk, Nakhas, Dakbunglow road
5	Other Welcome Gates	25	Entire Mela area
6	Rotaries/Round About	1	Gaj Graha Chowk
8	Balloons (Air, Ground & Walking)	Air- 10 Stationery – 10 Walking - 30	Entire Mela area
9	Banners/Streamers	2000	Entire Mela area
10	Signage's	50	Entire Mela area
11	Railing / Bridge Runners	Subject to approval from concerned authority	NA
12	Wall Paintings	10000 SQFT	Entire Mela area
13	Led Display (Live Information From TV/Internet)	2 NOS (SIZE 20X8)	Nakhas, Down Gaj Graha chowk
14	Van Promotion	5	Entire Mela area (Hajipur & Sonapur)
15	Exhibition Stalls/Shops/Trade	Lump sum	Entire Mela area

Sl no	Type Of Advertisement	Nos.(Approx.)	Location
	Promotions		

- C. No Advertisements shall be installed/ placed in the designated “No Advertisement Zone” earmarked by DOT Bihar.
- D. Department of Tourism has the right to order for removal of any form of advertisement at any point of time based on its discretion and no grievances shall be entertained on this ground.
- E. No Advertisement Zone: Barrages, Private Properties, any other spaces/areas earmarked by the DOT, Bihar.
- F. No advertisement & shops related to Tobacco/Gutkha/Alcohol items should be installed/Setup in Mela area.
- G. No advertisements should be against religious sentiments and against the Mela rituals.
- H. Political advertisement or indecent ads with a potential to disrupt communal harmony and offend religious sensibilities are not permitted. Follow the applicable rules and regulation in the Mela Area.
- I. Comply with all orders / notices /instructions issued from time to time from the office of DoT, Govt. of Bihar/ Dist. Administration, Saran &Vaishali and any other authorized Govt. agency.
- J. Follow the rules of road safety hazard.
- K. DoT, Bihar has right to withdraw any advertisements at any time if the advertisement affects the Mela sentiments and no compensation shall be given to the Agency.

Note- Bidders are advised to quote their cost only after actual site survey and also after consulting District Magistrate, Saran or his authorized representative regarding any doubts/clarifications about scope of works and revenue.

2.3 GENERAL TERMS AND CONDITIONS

- A. DOT, GOB reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies& Vigilance Cell.
- B. DOT, GOB is not bound to accept the highest bidder or to assign any reason for non-acceptance. DOT, GOB reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
- C. DOT, GOB reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).

- D. DOT, GOB reserves the right to withdraw/cancel the bid document partially or completely at any stage.
- E. DOT, GOB reserves the right to intervene and moderate the unjustified rent/charges levied on the vendors at its own discretion.

PENALTY CLAUSE

In case of default in performance on the part of the agency, DOT shall decide the penalty to be imposed for such default considering the quantum and other related factors which shall be deducted from the payments that may become due to the selected bidder

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

TERMINATION BY DEFAULT

DOT, GOB reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for its action.

ARBITRATION

In case of any dispute DOT, GOB may appoint an arbitrator, which will be accepted by the agency / firm. The decision of the arbitrator will be final and binding on both the parties. The jurisdiction of the court will be Patna (Bihar).

INDEMNIFICATION CLAUSE

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

VALIDITY OF THE CONTRACT

The Contract shall remain valid with effect the date of award of the contract/ tender from the date of submission of bid as specified in the letter of award of tender.

3. BIDDING PROCEDURE

3.1 SUBMISSION PROCEDURE

3.1.1 Bidders who wish to participate in this selection process can download the Bid documents from the website **www.bihartourism.gov.in**.

Technical Bid: Bidders shall submit physically their bids in sealed envelope super-scribed with due date, time, project and nature of bid.

PART 1 – One copy of TECHNICAL BID complete with all technical and commercial details except the prices sealed & super scribed in an envelope.

PART 2- Bid security and price of the Tender Document in a separate sealed envelope superscribed with the Tender Document number. Please enclose EMD of Rs. 10,00,000 and Price of one copy of the Tender Document of Rs. 10,000/- in form of Demand Drafts/Bank Draft drawn in favour of **Director Tourism Bihar** payable at Patna.

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

Part 1 Part 2 and The Financial Bids be sealed in a large envelop super scribed with the name of the work and submitted as per due date of the tender.

Note: Filling up prices in Part 1 will render the Bidder disqualified. The technical (Part 1 & 2) and financial envelopes should be enclosed in a larger envelope dully sealed. All pages of the offer must be signed. Services offered should be strictly as per specifications mentioned in this Tender Document.

3.1.2 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

3.1.3 Bidder shall quote the prices as mentioned valid for 90 days.

3.2 ELIGIBILITY CRITERIA

Sr No.	Edibility Criteria	Supporting Document
I	The bidder should register as a Partnership/ Proprietorship/ LLP or Company.	<ul style="list-style-type: none"> Incorporation Certificate / Partnership deed GST and PAN
II	Should have a minimum experience of three years in conceptualizing, designing, organizing, managing, executing large theme-based events, exhibitions.	Work order/ Contract agreement
III	Minimum annual average turnover of Rs. 1 Cr. in the last 5 years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.	Audited financial Statement and Certificate from Chartered Accountant
IV	Agency should have positive net worth as on the date of last audited balance. i.e. 31 st March, 2022	Certificate from Chartered Accountant
V	<ul style="list-style-type: none"> Should have following experience in conceptualizing, designing, organizing, managing, executing large theme-based events and/ or exhibitions in the last 5 years; having minimum contract value of <ul style="list-style-type: none"> At least One project with minimum contract value of INR 2.5 crore; OR; At least Two projects each with minimum contract value of INR 2 crore; OR; At least Three projects each with minimum contract value of INR 1.25 crore 	Work order/ Contract agreement
VI	JV and Consortium	Not Allowed
VII	Agency should not be blacklisted, delisted or debarred from any government organization in India.	Self-declaration

PROCEDURE OF SENDING SEALED OFFERS & SELECTION CRITERIA:

1. As mentioned in Tender Document please refer to section 3 Bidding Procedure.

3.3 NUMBER OF PROPOSALS

3.3.1. Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

3.4 PROPOSAL PREPARATION COST

3.4.1. The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. DOT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.5. RIGHT TO ACCEPT OR REJECT

3.5.1. DOT may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corruption fraudulent practices in competing for, or in executing, the contract.

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

3.5.3. DOT reserves the right to reject any Proposal if at any time if a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.6 CLARIFICATIONS

3.6.1. A prospective Bidder requiring any clarification on the RFP may notify DoT in writing or by facsimile to Director, Tourism before the Pre bid meeting. At its sole discretion, DoT may upload its response to such queries on the website: www.bihartourism.gov.in.

3.7. AMENDMENTS TO RFP

3.7.1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, DoT may, for any reason, whether at its own initiative or in

response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website www.bihartourism.gov.in.

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

3.8 LANGUAGE AND CURRENCY

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

3.9. VALIDITY OF PROPOSAL

3.9.1. The Proposal shall be valid for a period not less than 120 days from the Proposal Due Date ("Proposal Validity Period"), in the format set out in **Annexure-1**. DOT reserves the right to reject any Proposal that does not meet this requirement.

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

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

3.10 BID SECURITY

3.10.1. Proposals would need to be accompanied by a 'Bid Security' (EMD) for an amount of Rs. 10,00,000/- (Rupees Ten lakhs only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would be required to be extended if so required by DOT.

3.10.2. The Bid Security shall be in the form of a demand draft in favour of the 'Director, Tourism', drawn on any scheduled Bank payable at Patna.

3.10.3. The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between DOT and the Successful Bidder.

3.10.4. The bid security of the successful bidder will be automatically turned into security deposit at the time of allotment of tender. It will be refunded after successful completion of the job and receipt of payment.

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

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

3.11 BIDDER'S RESPONSIBILITY

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

3.11.2. It shall be deemed that prior to the submission of Proposal, the Bidder has:

- a) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document.
- b) Received all such relevant information as it has requested from DoT; and
- c) Made a complete and careful examination of the various aspects of the Assignment.

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

3.11.4. All taxes payable to government including Municipal Corporation Tax, Local Area Tax etc should be paid by the event manager as per applicable norms and procedure. DoT is nowhere liable and responsible for payment of any of the taxes.

3.12. CORRESPONDENCE/ENQUIRY

3.12.1. All correspondence/enquiries should be submitted to the following in writing by fax/registered post / courier:

**Director, Directorate of Tourism,
1st Floor, B Block, Extension Bhawan, Main Secretariat,
Patna – 800015, Ph: - 0612-2217045,
Email – directortourismbihar@gmail.com**

No interpretation, revision, or other communication from DOT regarding this RFP is valid unless it is in writing and is signed by the Director.

3.13 FORMAT AND SIGNING OF PROPOSAL

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

- 3.13.2. The Proposal would include submissions to be made on the respective Proposal Due Date (RFP Time Schedule).
- 3.13.3. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 3.13.4. The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

3.14. PROPOSAL DUE DATE

- 3.14.1. Proposals should be submitted as per information required in this RFP.
- 3.14.1. DOT at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

3.15 TEST OF RESPONSIVENESS

- 3.15.1. Prior to evaluation of Proposals, DOT will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;
 - a) it is received on the respective Proposal Due Date;
 - b) It is accompanied with a Demand Drafts/Bank Draft for a sum of Rs.10,000/- (Rupees Ten Thousand only) drawn in favour of “Director, Tourism”, payable at ‘Patna’ paid towards the non-refundable Cost of the RFP.
 - c) It is accompanied with the ‘Bid Security’ amount as set out in RFP Document.
 - d) It is signed, sealed, and marked as stipulated in RFP Document.
 - e) It contains the information and documents as requested in the RFP;
 - f) It contains information in the form and formats specified in the RFP;
 - g) It mentions the validity period as set out in this document;
 - h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by DOT. DOT reserves the right to determine whether the information has been provided in reasonable detail or not;
 - i) There are no inconsistencies between the Proposal and the supporting documents.
- 3.15.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a) Affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b) limits in any substantial way, inconsistent with the RFP document, Dot's rights or the Bidder's obligations under the Agreement, or
- c) Unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.

3.15.3. DOT reserves the right to reject any Proposal which in its opinion is nonresponsive and no request for modification or withdrawal shall be entertained by DOT in respect of such Proposal.

3.16. CONFIDENTIALITY

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

3.17 CLARIFICATIONS

3.17.1. To assist in the process of evaluation of Proposals, DoT may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

3.18. CONSULTANT(S) AND ADVISOR(S)

3.18.1. To undertake 'Bid Process Management' and to assist in the preparation of bid notifications, documents, examination, evaluation, and comparison of proposals, DOT shall utilize the services of consultant(s) or advisor(s).

3.19 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

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

3.19.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of the RFP

3.19.3. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with this RFP.

3.20. PROPOSAL EVALUATION

3.20.1. The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in the RFP. The technically qualified bidder quoting the highest price shall be deemed as the successful bidder.

3.21. DELCARATION OF SUCCESSFUL BIDDER

3.21.1. DOT may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.

3.21.2. Upon acceptance of the Proposal of the tenderer technically qualified with Highest Financial Bid, with or without negotiations, DOT shall declare the tenderer as the Successful Bidder.

3.22. NOTIFICATIONS

3.22.1. DOT will notify the Successful Bidder by a Letter of Award (LoA) that its Proposal has been accepted.

3.23. DOT's RIGHT TO ACCEPT OR REJECT PROPOSAL

3.23.1. DOT reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.

3.23.2. DOT reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

3.23.3. DOT reserves the right to reject any Proposal if at any time:

- a) A material misrepresentation made at any stage in the bidding process is uncovered; or
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

3.23.4. This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then DOT reserves the right to:

- a) declare the Bidder receiving the next highest score as the successful tenderer and where warranted, invite such Bidder to equal or better the score secured by such disqualified Successful Bidder; or

- b) Take any such measure as may be deemed fit in the sole discretion of DOT, including annulment of the bidding process.

3.24. FINANCIAL BID

- A. As specified and mentioned in Annexure 3 of RFP Document.
- B. The Minimum Reserve price Rs. 1,50,00,000/- (One Crore Fifty Lakh Rupees) plus applicable taxes. Bidders must quote an amount equal to or greater than the minimum reserve price.
- C. Bidders must submit 50% of quoted Financial Bid along with Bid in the form of Bank Draft/Demand Draft in favour of “Director Tourism”, payable at Patna and remaining quoted amount should be submitted in a week or prior to contract agreement.
- D. In case the bidder fails to submit the payment within the specified time, DoT reserves the right to reject the bid and offer the bid to the 2nd highest bidder for an equal or higher amount than the rejected bid.

4. EVALUATION OF BIDS

4.1. EVALUATION PARAMETERS

- 4.1.1. DOT will evaluate the bids determined to be substantially responsive i.e., which
 - a. Are properly signed;
 - b. Conform to the terms and conditions & technical specifications.
- 4.1.2. Thereafter, the substantially responsive bidders shall be evaluated for qualifying the minimum eligibility criterion.
- 4.1.3. The Technically Qualified bidders quoting the highest (H1) will be selected as the successful licensee.
- 4.1.4. The Bid Security shall be released to the Agency(ies) after completion of the Sonapur Mela, 2022.
- 4.1.5. **Post-event removal/disposal of facilities and complete restoration of the venue is the sole responsibility of the selected licensee latest by 10th December, 2022.**

SCHEDULE OF PAYMENT

THE SUCCESSFUL BIDDER IS REQUIRED TO MAKE ENTIRE PAYMENT OF LICENSE FEE WITHIN THREE DAYS OF RECEIVING OF THE LETTER OF AWARD FAILING WHICH THE AWARD WILL BE CANCELLED AND ACTION AS DEEMED FIT SHALL BE TAKEN BY THE DIRECTOR OF TOURISM.

ANNEXURE - 1**FORMAT FOR COVERING LETTER-CUM-ASSIGNMENT
UNDERTAKING**

(On the Letterhead of the Bidder)

To,

Director, Directorate of Tourism,
1st Floor, B Block, Extension Bhawan,
Main Secretariat, Patna – 800015

Sir,

Ref: - Selection of License for Nakhas Kshetra of Sonepur Mela, 2022

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

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP provided to us. This Proposal is valid till ----- (At least 120 days from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing numberfor Rs.10,00,000/- (Rupees Ten lakhs only) drawn in favour of the 'Director Tourism' payable at Patna towards the 'Bid Security Amount', dated thisday of..... 2019.

Name of the Bidder

Signature of Authorised Signatory

Name of the Authorised Signatory

Date: -

(Note: All documents should be properly bound serial numbered and indexed for ready reference)

ANNEXURE - 2**FORMAT FOR TECHNICAL PROPOSAL**

(On the letter head of the bidder)

Date: -

To,

Director, Directorate of Tourism,
1st Floor, B Block, Extension Bhawan,
Main Secretariat, Patna – 800015

Sir,

Ref: Selection of licensee for Nakhas Kshetra of Sonepur Mela, 2022**Details of the Organisation:**

1. Name of the Firm:

2. Year of Establishment:

3. Legal status of the Firm

Individual/Proprietary firm/ Limited Liability Partnership/Limited Company/Pvt. Ltd. Company

4. Annual Turnover during last Three years

(duly supported by certified copies of accounts)

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

6. Address of the Firm

7. Office Address /Telephone No / Fax No / email id / website:

8. Names of principle person monitoring and implementing this work with title and Telephone No / Fax/ Email Id, Etc.

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

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

Details of the registration with Government statutory bodies viz. service tax, income tax etc.

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

(Signature of the Authorized person) _____

(Please furnish letter of authorization)

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date

ANNEXURE - 3**FORMAT FOR FINANCIAL PROPOSAL**

(On the letter head of the bidder)

Date: -

To,

Director, Directorate of Tourism,
1st Floor, B Block, Extension Bhawan,
Main Secretariat, Patna – 800015

Sir,

Ref: Selection of licensee for Nakhas Kshetra of Sonapur Mela, 2022

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

PRESCRIBED PERFORMA FOR FINANCIAL BID

Sl. No.	Description of Work	Amount in Figures	Amount in Words
1	License Fees for the Nakhas Kshetra in Sonapur Mela 2022		
2.	Other Taxes, charges, if any (provide break up)		
Sum total (To be considered for evaluation)			
In Words			

(Please Note: The rate should be inclusive of all taxes)

Total Rupees (INR) _____

(In words Rupees) _____

We abide by the above offer/quote and terms condition of the RFP, if the DOT Bihar selects us as the Selected Bidder/Agency. As per Section 3.24, we are submitting 50% of the quoted amount in the form of Demand Draft dated: _____ and bearing number _____ valid for the term of the proposal. We also agree to submit the remaining 50% of the quoted amount within one week of issue of Letter of Intent/ prior to signing the contract (whichever is earlier).

If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the



amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the DOT Bihar without prejudicing the rights of the DOT Bihar to proceed further in any manner it deems fit.

Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the highest 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_____

E-Mail ID_____

**Signature of the applicant/ Authorized
Representative of Agency with Seal/Stamp**

ANNEXURE – 4**LIST OF SIMILAR WORK EXECUTED PERTAINING TO EVENT MANAGEMENT SERVICES IN LAST FIVE YEARS**

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

NOTES:

- Each of the listed works shall be supported with the copy of work order & work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- At least 5 Photographs of the work executed shall be attached.
- Non-disclosures of any information in the schedule will result in disqualification of the firm.

LIST OF WORK ON HAND SHALL BE ATTACHED AS UNDER:

•

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

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partners shall be considered provided past experience is subject to legal consent of individuals, partners or new firm set up by the partners.

Signature of Bidder

The details of the Areas demarcated for allotment & granting of licence by the event manager in the Nakhas area

S.No	Land Identified	Area	Events / Activities	Remarks
1	Nakhas	1.90 Acre + 0.24 Acres = 2.14 Acres	Sarkari Pradarshani – 1.90 acres VIP Parking – 0.24 acres	The area for VIP Parking & Sarkari Pradarshani does not form part of license grant and the area of Sarkari Pradarshani shall be allotted by the District Administration, Saran.
		0.88 Acres	Art & Craft Village	This area does not form part of the license grant.
		3 Acres and 2 Decimal	Bandobasti	This entire area is available for granting of license for allotment to private sector participants.
		1.12 Acre	Feri / Sadak	This area also forms part of the granting of license for allotment and will be available to the licensee to exercise its rights.

