

**DIRECTORATE OF TOURISM
GOVERNMENT OF BIHAR**



**REQUEST FOR PROPOSAL (RFP) (SHORT
TENDER) FOR SELECTION OF AGENCY FOR
DEVELOPMENT AND OPERATION OF 3D
MODELS FOR BIHAR DIWAS 2023**

**Directorate of Tourism, Government of Bihar, 1st Floor, B Block, Extension Bhawan,
Main Secretariat, Patna-800015
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Table of Contents

DISCLAIMER	4
Important dates & information	6
1. INTRODUCTION.....	7
1.1 BACKGROUND	7
1.2 REQUEST FOR PROPOSAL	7
1.3 BRIEF DESCRIPTION OF THE BIDDING PROCESS	7
1.4 OBTAINABILITY OF RFP DOCUMENT	8
1.5 GENERAL INSTRUCTIONS	8
2. TERMS OF REFERENCE	9
2.1 SCOPE OF SERVICES	9
2.2 GENERAL TERMS AND CONDITIONS.....	10
3. BIDDING PROCEDURE.....	12
3.1 SUBMISSION PROCEDURE.....	12
3.2 ELIGIBILITY CRITERIA.....	13
3.3 NUMBER OF PROPOSALS.....	14
3.4 PROPOSAL PREPARATION COST	14
3.5 RIGHT TO ACCEPT OR REJECT	14
3.6 CLARIFICATIONS.....	15
3.7 AMENDMENTS TO RFP	15
3.8 LANGUAGE AND CURRENCY	15
3.9 VALIDITY OF PROPOSAL	15
3.10 BID SECURITY	16
3.11 PERFORMANCE GUARANTEE.....	16
3.12 BIDDER'S RESPONSIBILITY	17
3.12 CORRESPONDENCE/ ENQUIRY.....	17
3.13 FORMAT AND SIGNING OF PROPOSAL	18
3.14 PROPOSAL DUE DATE	18
3.15 TEST OF RESPONSIVENESS	18
3.16 CONFIDENTIALITY.....	19
3.17 CLARIFICATIONS.....	19
3.18 CONSULTANT(S) AND ADVISOR(S).....	19

3.19	MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL	19
3.20	PROPOSAL EVALUATION	20
3.21	DECLARATION OF SUCCESSFUL BIDDER	20
3.22	NOTIFICATIONS	20
3.23	DoT's RIGHT TO ACCEPT OR REJECT PROPOSAL	20
3.24	FINANCIAL BID	21
4.	EVALUATION OF BIDS.....	22
4.1.	EVALUATION PARAMETERS	22
4.2.	SCHEDULE OF PAYMENT	22
ANNEXURE - 1	23
ANNEXURE - 2	24
ANNEXURE - 3	25
ANNEXURE - 4	28
ANNEXURE - 5	29
ANNEXURE - 6	30

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 Selection of Agency For Development And Operation Of 3D Models For Bihar Diwas 2023
Event Duration	22 March to 24 March, 2023
Tender Currency Settings	Indian rupees (INR)
Joint Venture/Consortium	Not Allowed
Bid Document Fee	Rs. 5,000/- (Rupees Five Thousand Only) Non-refundable, payable vide Bank Demand Draft with the Bid.
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakhs Only)
Bid Document Fee/EMD in favour of	Director, Tourism, payable at Patna
Portal for Downloading Tender	https://tourism.bihar.gov.in
Date & Place of Pre-Bid Meeting	XX March 2023 at 3 PM Directorate of Tourism, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna-800015
Last Date & Time for Receipt (Submission) of Bids (Hard-Copy)	XX March 2023 (11:00 AM)
Date and Time of Opening Technical Bid	XX March 2023 (4:00 PM)
Date and Time of Opening of Financial Bid	To be informed later
Bid Validity Period	180 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 Directorate of Tourism (DoT/Authority) has been appointed as the nodal agency to coordinate, manage, implement and organise food festival on the occasion of Bihar Diwas-2023 which is scheduled to be organised from 22 March, 2023 to 24 March, 2023.
- 1.1.2 Bihar Diwas will be one of the largest congregations with an estimated gathering of more than 10 thousand people. Bihar Diwas is largest gathering of people in Bihar and speaks of ancient fooding/ living traditions of time-honoured rituals of a cultural heritage that lives through centuries of time.
- 1.1.3 The Bihar Diwas falls under the jurisdiction of Patna municipal limits. Both the places are conveniently placed and well connected to other parts of the country through air, rail and road.

1.2 REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR DEVELOPMENT AND OPERATION OF 3D MODELS FOR BIHAR DIWAS 2023

- 1.2.1 Directorate of Tourism, Govt. of Bihar (hereinafter, referred to as “DoT, GOB”) wishes to appoint an agency for the Development and Operation of 3D Models for Bihar Diwas 2023 which is scheduled to be held from 22 March, 2023 to 24 March, 2023.
- 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 ‘Least Cost’ 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 and Financial Proposal in the prescribed format.

1.4 OBTAINABILITY OF RFP DOCUMENT

- 1.4.1 The RFP would be available at the website <https://tourism.bihar.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

The following are to be provided/ developed and operated by the agency for the purpose of display on the occasion of Bihar Diwas 2023 at Bihar Tourism Pavilion (Total area of around 12,000 sq.ft.) at Gandhi Maidan:

S. no.	Items	Description (Qty./ size)
1	Street-Light	35 nos.
2	Rice Light	60 nos. (70 meter)
3	Par Light	510 nos.
4	Metal Light	40 nos.
5	Sodium Light	45 nos.
6	Spotlight	36 nos.
7	LED Acrylic Letter	Department of Tourism with Logo and Bihar ek Jhalak
8	PA system	For all 3D monuments and 4 Backup PA systems
9	Ply Platform (For erection of 3D Models)	1500 sq.ft.
10	Synthetic Grass (Green Color) for covering of whole pavilion area	12,000 sq.ft.
11	LED Screen	4 nos. – 12 ft x 8 ft.
12	Light (LED Wall)	83 nos.
13	Artistic Boundary wall (Madhubani Puppet)	2000 ft approx., height 4 ft.
14	Odhani Dam (3D Model)	1 no. – 20 ft x 30 ft x 10 ft
15	Karkatgarh waterfall (3D Model)	1 no. – 20 ft x 30 ft x 10 ft
16	Amwaman (3D Model)	1 no. – 10 ft x 05 ft x 05 ft
17	Telhar Kund (3D Model)	1 no. – 20 ft x 30 ft x 10 ft
18	Zoo Safari (3D Model)	1 no. - 12 ft X 12 ft X 03 ft
19	Nature Safari (3D Model)	1 no. - 12 ft X 12 ft X 03 ft
20	New Ropeway, Rajgir (3D Model)	1 no. - 18 ft. x 25 ft x 08 ft
21	Mandar Ropeway Banka (3D Model)	1 no. - 20 ft. x 30 ft x 03 ft
22	Mandar Parvat (3D Model)	1 no. - 20 ft. x 30 ft x 03 ft
23	Tutla Bhawani waterfall (3D Model)	1 no. – 20 ft x 30 ft x 10 ft
24	Nagi Nakti Dam (3D Model)	1 no. – 20 ft x 30 ft x 10 ft

S. no.	Items	Description (Qty./ size)
25	Ghora Katora (3D Model)	1 no. – 20 ft x 30 ft x 10 ft
26	Valmiki Tiger Reserve (3D Model)	1 no. - 12 ft X 12 ft X 03 ft
27	Mahabodhi Temple (3D Model)	1 no. – 12 ft x 22 ft x 06 ft
28	Ruins of Nalanda (3D Model)	1 no. – 15 ft x 30 ft x 10 ft
29	Vishnupad Temple (3D Model)	1 no. – 18 ft x 27 ft x 08 ft
30	Kesariya Stupa (3D Model)	1 no. – 18 ft x 27 ft x 08 ft
31	Map Model of Bihar Tourist Places	1 no. – 10 ft x 08 ft

Other Conditions:

1. The agency is expected to give its highest standard of craftsmanship at the National / International level which should be attractive and deliver quality-level work. High-quality materials will be used so that the form of the tourism pavilion looks grand and visible, & the tourism department is appreciated for its display.
2. Any wear and tear during the event/ lack in performance or failure to perform, quality. In case of shortfall etc., appropriate deduction / full deduction will be made in the payment from the agency and proper action will be initiated
3. After completion of the program, photograph/video (high resolution) soft and hard copies should be submitted to the department.
4. All the work should be completed one day before the beginning of the event, and the event manager should transfer to the venue to the nodal department officer.
5. The quantity of work may be increase or decrease. The Payment will be done as per actual work done on contract rate.
6. The above details are only indicative and for the internal assessment and working by the department.
7. Any discrepancies or missing/left out items do not make the bidder eligible for additional payment or not undertaking the work as given in the Scope of Work.

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

2.2 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 <https://tourism.bihar.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. 1,00,000 and Price of one copy of the Tender Document of Rs. 5,000/- 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.	Qualification Criteria	Documentary Evidence
1.	The bidder should be firm/ agency/ Event Management Company	Government Certificate of Existence
2.	The bidder should have a minimum experience of two years in conceptualizing, designing, organizing, managing, executing theme-based events, exhibitions similar in nature to Bihar Diwas and/ or similar festival organized by other State Govts.	Registration certificate/ Work Order/Work Completion certificate.
3.	The bidder should be having valid PAN and GST numbers.	A copy of PAN & GST registration Certificate.
4.	The bidder should have achieved a minimum total Financial Turnover of Rs. 15 lakhs in past three financial years (2019-20, 2020-21 and 2021-22) – in equivalent works/Event contracts or related works.	Financial statement for Financial year 2019-20, 2020-21 and 2021-22 with CA certificate indicating minimum average annual financial turnover from such equivalent works/Event contracts or related works
5.	The bidder should have completed at least one similar job of a Govt Department.	Work order / Work Completion certificate.
6.	The bidder shall provide a valid Tender Fee & EMD acceptable to DoT. EMD deposit as stated in this RFP has to be submitted along with bid documents. Non-refundable tender fees as stated shall be deposited through demand draft.	Tender Fee and EMD through Demand Draft in favour of Department of Tourism, Payable at Patna.
7.	History of Litigation	As per the format given in Annexure-6
8.	The bidder should not be blacklisted by any Government Department, Organization, and Corporation.	Self-certified letter.

“**Event Management**” means any service provided in relation to planning, promotion, organizing or presentation of any art, Entertainment, Business, Sports or any other Event and includes any consultation provided in this regard.

* “**Bidder**” shall mean a corporate entity, firm (propriety or partnership), company or a corporation eligible to participate in bidding process.

Technical Presentation

Eligible bidders shall be invited to demonstrate their previous art works of similar nature along with facilitating interaction with the artists.

Bidders whose work and artists are found to be satisfactory based on their previous works and concept for the proposed works shall be deemed Technically eligible and qualify for the next round of bidding i.e. financial bid.

FINANCIAL BID

Financial bids of technically eligible bidders shall be opened in the presence of qualified bidders who chose to be present. The technically eligible bidder offering **the best possible offer amount (L1)** to DoT for the said work will be invited for negotiation and finalization of agreement.

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

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: <https://tourism.bihar.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 <https://tourism.bihar.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. 1,00,000/- (Rupees One lakh 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.
- 3.10.6. Exemption of EMD for MSME registered companies - As per MSME, Govt. of India Norms, exemption of EMD for MSME registered companies is allowed under the provisions of Bihar Financial Rules (Rule 131O – "Bid Security). The bidders registered with Central Purchase Organization/ State Purchase Organization/ National Small Industries Corporation (NSIC) are exempted from payment of Bid Security". However, the bidders are required to submit copy of the registration certificate, valid on the date of submission, for availing this exemption.

3.11 PERFORMANCE GUARANTEE

- 3.11.1. The successful bidder shall have to submit a performance guarantee equivalent to 5% of the bid amount within 7 days of issue of work order and is mandatory to be submitted before entering into agreement with DoT.
- 3.11.2. DoT shall have full power authority to terminate this Agreement without assigning any reason by given 30 (thirty) days clear notice in writing and in such care the contractor shall have no claim for any loss which he/she/ is committed to the DoT, security Deposit will be forfeited by the DoT.
- 3.11.3. DoT reserves the exclusive right to suspend , cancel, terminate this Agreement at any time if it has sufficient reason to believe that the contractor has failed to perform or observe or fulfil any of the terms and

conditions hereinbefore contained and/or liable and responsible for any loss damage suffered by DoT.

- 3.11.4. On the termination of the Agreement, the contractor must immediately, i.e., within 24 Hours, withdraw its men and materials from the location and the contractor shall have no right to claim any demurrage/compensation from DoT for the loss of job of its employees or whatsoever inasmuch as it for the Contractor to deploy its men in such other sites or place and the said employees are under complete administration, supervision and control of the Contractor.

3.12 BIDDER'S RESPONSIBILITY

- 3.11.1. The Bidder is expected to carefully examine 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:
- Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document.
 - Received all such relevant information as it has requested from DoT; and
 - 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,
1stFloor, 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

- 3.12.1. 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.
- 3.12.2. The Proposal would include submissions to be made on the respective Proposal Due Date (RFP Time Schedule).
- 3.12.3. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 3.12.4. 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.
- 3.14.2. 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.5,000/- (Rupees Five 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 eligible bidder quoting the Least Cost 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

Financial bids of technically eligible bidders shall be opened in the presence of qualified bidders who chose to be present. The technically eligible bidder offering **the best possible offer amount** (L1) to DoT for the said work will be invited for negotiation and finalization of agreement.

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

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 Qualified bidders quoting the lowest (L1) will be selected as the successful bidder.
- 4.1.4. The Bid Security shall be released to the Agency(ies) after completion of the Bihar Diwas, 2023.
- 4.1.5. **Post-event removal/disposal of facilities and complete restoration of the venue is the sole responsibility of the selected licensee latest within 2 days of the end of the event.**

4.2. SCHEDULE OF PAYMENT

4.2.1. Terms

- 4.2.1.1. Each payment shall be subject to invoice and details of task carried out
- 4.2.1.2. Actual Payments shall be based on the final tasks assigned and quantities finalized
- 4.2.1.3. Payments shall include all cost borne by the bidder related to transportation, levies, taxes etc.
- 4.2.1.4. No additional payments shall be made on account of aforementioned heads

4.2.2. Payment Schedule

- 4.2.2.1. **1st Instalment** – Mobilization advance of 20% of the project value, subject to submission of bank guarantee of equivalent amount
- 4.2.2.2. **2nd Instalment** – 30% of Project Value: Upon the completion of entire setup and installations as per the Scope of Work
- 4.2.2.3. **3rd Instalment** – Balance payment to be made after the completion of the project (at least after 1 week post completion of Bihar Diwas – subject to fulfilment of all terms and conditions laid down in the RFP)

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 Agency For Development And Operation Of 3D Models For Bihar Diwas 2023

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 180 days from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing numberfor Rs.1,00,000/- (Rupees One 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 Agency For Development And Operation Of 3D Models For Bihar Diwas 2023

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 Agency For Development And Operation Of 3D Models For Bihar Diwas 2023

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

(Please Note: The total amount shall be inclusive of all taxes and shall be as follows)

Total Rupees (INR) _____

(In words Rupees) _____

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

If our offer is accepted and if we fail to pay the Performance Security in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the 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 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,

Name _____

Name of the Firm/Agency _____



Designation _____

Complete address _____

Phone no. _____ Mobile _____

E-Mail ID _____

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

PRESCRIBED PERFORMA FOR FINANCIAL BID

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

S. no.	Items	Qty	Unit	Unit rate (in Rs.)	Amount (in. Rs.)
1	Street-Light	35	Nos.		
2	Rice Light	60	Nos.		
3	Par Light	510	Nos.		
4	Metal Light	40	Nos.		
5	Sodium Light	45	Nos.		
6	Spot Light	36	Nos.		
7	LED Acrylic Letter	2	Nos.		
8	PA system	18	Nos.		
9	Backup PA systems	4	Nos.		
10	Ply Platform (For erection of 3D Models)	15,00	Sq.ft.		
11	Synthetic Grass	20,000	Sq.ft.		
12	LED Screen	4	Nos.		
13	Light (LED Wall)	83	Nos.		
14	Artistic Boundary wall	2,000 approx.	ft.		
15	3D Models	17	Nos.		
16	Map Model of Bihar Tourist Places	1	Nos.		
Sum Total (To be considered for Evaluation)					

(Note 1: *These items shall be provided on specific request by DoT, and the payment for these shall be made on Pro-Rata Basis. However, the amount quoted here shall be considered for financial evaluation) The above details are only indicative and for the internal assessment and working by the department. Any discrepancies or missing/left out items do not make the bidder eligible for additional payment or not undertaking the work as given in the Scope of Work.

Note 2: These tasks shall be carried out as per the SoW as specified in the SoW under Section 2.1. All the requirements in terms work requirements, contingency cost, service levels shall be considered while quoting the financial value in this table.

Note 3: DoT may require additional 3D models for other Tourism sites and other supplies from the selected agency for Bihar Diwas. The rates shall be payable on pro rata basis and the unit rate quoted in the table above shall be considered for every additional unit). The selected agency may also be required to produce models in larger or smaller sizes.

ANNEXURE - 4

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

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

NOTES:

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

LIST OF WORK ON HAND SHALL BE ATTACHED AS UNDER:

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

Signature of Bidder

ANNEXURE – 5

PROFORMA OF GENERAL POWER OF ATTORNEY

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

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt..... S/o.....
..... Residing at

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

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

Witness (with address)

1.
2.
3.

ATTESTED

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

ACCEPTED

Signature

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

ANNEXURE – 6

HISTORY OF LITIGATION

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