



ଓଡ଼ିଶା ସରକାର

ଓଡ଼ିଆ ଭାଷା, ସାହିତ୍ୟ ଓ ସଂସ୍କୃତି ବିଭାଗ

ସଂସ୍କୃତି ଭବନ, କଟକ, ଭୁବନେଶ୍ୱର-୧୪

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ଯୁନିଟ୍-୩ ସ୍ଥିତ ପ୍ରଦର୍ଶନୀ ପଡ଼ିଆରେ ଷଷ୍ଠ ଓଡ଼ିଶା ରାଜ୍ୟ ପୁସ୍ତକ ମହୋତ୍ସବ-୨୦୨୪ (ଆସନ୍ତା ତା.୦୭.୧୨.୨୦୨୪ ରିଖରୁ ତା.୧୭.୧୨.୨୦୨୪ ରିଖ)ର ଆୟୋଜନ ନିମନ୍ତେ ଇଚ୍ଛୁକ ଇଭେଣ୍ଟ ମ୍ୟାନେଜମେଣ୍ଟ ସଂସ୍ଥା ଆବେଦନ କରିପାରିବେ ।

ଷଷ୍ଠ ଓଡ଼ିଶା ରାଜ୍ୟ ପୁସ୍ତକ ମହୋତ୍ସବ-୨୦୨୪ର ସଫଳ ଆୟୋଜନ ନିମନ୍ତେ ଇଚ୍ଛୁକ ଥିବା ଇଭେଣ୍ଟ ମ୍ୟାନେଜମେଣ୍ଟ ସଂସ୍ଥାମାନେ ବିଜ୍ଞାପନ ପ୍ରକାଶ ପାଇବାର ସାତ ଦିନ ମଧ୍ୟରେ ବିଭାଗର ୱେବସାଇଟ୍ (<https://culture.odisha.gov.in>)ରେ ସମ୍ପୂର୍ଣ୍ଣ ବିବରଣୀ ପରିଦର୍ଶନ କରି ଆବେଦନ କରିବେ ।

ସ୍ୱା./- ଉପ-ନିର୍ଦ୍ଦେଶକ, ଓ.ଭା.ସା.ସଂ.



Odia Language, Literature & Culture Department, Govt of Odisha

REQUEST FOR PROPOSAL

RFP No. 10993/07.11.24-OLLCD-DOPL-SBF-0002/24

Dated: 07.11.2024

Selection of eligible bidders for Organization of “6th State Book Festival” at Bhubaneswar under the Department of Odia Language, Literature & Culture, Odisha.

Director, OLL&C, Bhubaneswar under the Department of Odia Language, Literature & Culture, Odisha invites sealed proposal from the eligible bidders for “**Selection of Event Management Agency for 6th State Book Festival**”.

The RFP Document containing **details scope of work, deliverables, time frame, eligibility criteria, selection criteria and other bidding parameters** can be accessed and downloaded from the departmental website of Odia Language, Literature & Culture Department at <https://culture.odisha.gov.in>.

The key events of the above bidding process are as follows:

Sl. No.	Critical Events	Time Line
1	Date of Issue of RFP	07.11.2024
2	Last Date and Time for Submission of Bid	13.11.2024 up to 04.00 PM
3	Opening of Technical Bid	14.11.2024 at 11.30 AM
4	Technical Presentation	To be intimated later on
5	Opening of Financial Bid	To be intimated later on

The proposal complete in all respect must reach the undersigned through Speed Post/ Registered Post/ Courier only latest by 13.11.2024 up to 4.00 PM in a sealed envelope clearly mentioning on the top of it “REQUEST FOR PROPOSAL – “Selection of Event Management Agency for 6th State Book Festival” to the address mentioned below. The proposals received beyond the last date and time will be out rightly rejected. The authority reserves the right to reject any/all proposals without assigning any reason thereof.

Directorate of Culture,
Govt. of Odisha
Sanskriti Bhawan, Museum Complex
Bhubaneswar – 751014
Email: directorateofculture@gmail.com
Phone: 0674-2431945

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DISCLAIMER

This Request for Proposal (**RFP**) is issued by the **Director, Odia Language, Literature & Culture Department, Govt. of Odisha.**

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. 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 Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part 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 RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. Director, Odia Language, Literature & Culture Department, Govt. of Odisha, Bhubaneswar under the Department of Odia Language, Literature & Culture, Government of Odisha shall be the sole and final authority with respect to selection of an Agency through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Director Culture under the department of Odia Language, Literature & Culture, Govt of Odisha
2.	Method of Selection	Quality and Cost-Based Selection (QCBS) Method
3.	Availability of RFP Document	https://culture.odisha.gov.in
4.	Date of Issue of RFP	07.11.2024
5.	Last Date and Time for submission of Bid	13.11.2024 up to 04.00 PM
6.	Date of opening of Technical Proposal	14.11.2024 at 11.30 AM
7.	Date of Technical Presentation	To be intimated later on
8.	Date of opening of Financial Proposal	To be intimated later on
9.	Bid Processing Fee (Non-Refundable)	Rs.10,000/- INR (Rupees Ten thousand) only in shape of Demand Draft in favour of "Director of Culture, Sanksruti Bhawan Bhubaneswar" drawn in any Scheduled Commercial Bank payable at Bhubaneswar.
10.	Earnest Money Deposit (EMD) (Refundable)	Rs.1,00,000/- INR (Rupees One Lakh) only in shape of Demand Draft in favour of "Director of Culture, Sanksruti Bhawan Bhubaneswar" drawn in any Scheduled Commercial Bank payable at Bhubaneswar
11.	Performance Security	Performance Bank Guarantee amounting to 10% of the contract value from a schedule commercial bank situated in Bhubaneswar in favour of Director of Culture, Sanksruti Bhawan Bhubaneswar as per the format at Annexure-II for a period of 3 months beyond the entire contract period.
12.	Address for Submission of Proposal	Director of Culture, Sanksruti Bhawan Bhubaneswar , 751014 Email: directorateofculture@gmail.com Phone: 0674-2431945
13.	Mode of Submission of Proposal	Mode of Submission: Speed Post / Registered Post/ Courier only to the address as specified above during office hour only. Submission of bid through other mode and late bid will be out rightly rejected.
14.	Contact Person	Smt. Suchismita Mantry Deputy Director Directorate of Culture, Government of Odisha, 2nd Floor, Sanskruti Bhawan, Museum Complex, Bhubaneswar -7510141
15.	Place of Opening of Technical Proposal:	Directorate of Culture, 2 nd Floor Mini-Conference Hall of Sanskruti Bhawan, Bhubaneswar

Section-1

LETTER OF INVITATION

1. LETTER OF INVITATION

Name of the Assignment “Selection of Event Management Agency for 6th State Book Festival” at Bhubaneswar under the Department of Odia Language, Literature & Culture, Odisha.

OLL&C invites sealed proposal from eligible bidders for “**Selection of Event Management Agency for 6th State Book Festival**” at Bhubaneswar under the Department of Odia Language, Literature & Culture, Odisha. More details on the proposed assignment are provided at Section-3: Terms of Reference of this RFP Document.

- I. An Agency will be selected under **Quality and Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Government of Odisha for “**Engagement of Consultants**” referring to revised OGFR-2023 of Finance Department, Government of Odisha.
- II. The bid/ proposal completes in all respect as specified in the RFP Document must be accompanied with a **non-refundable** amount of **Rs. 10,000/- (Rupees Ten Thousand only)** towards **Bid Processing Fee** and a **Refundable** amount of **Rs. 1,00,000/- (Rupees One Lakh only)** towards **EMD** in form of **Demand Draft** in favour of “**Director of Culture, Sanakruti Bhawan, Bhubaneswar**” drawn in any Scheduled Commercial Bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
- III. The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post/ Courier** only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected. The last date and time for submission of proposal complete in all respects is **13.11.2024 up to 04.00 PM** and the date of opening of the bid is **14.11.2024 at 11.30 AM** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with **due authorization letter** on behalf of the bidder.
- IV. This RFP includes following sections:
 - a. Letter of Invitation [**Section –1**]
 - b. Information to the Bidder [**Section –2**]
 - c. Terms of Reference [**Section –3**]
 - d. Technical Proposal Submission Forms [**Section – 4**]
 - e. Financial Proposal Submission Forms (**Section–5**)
 - f. Annexure (**Section –6**)
- V. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

Director, OLL&C

SECTION-2

INFORMATION TO BIDDER

2. INFORMATION TO BIDDER

2.1. Pre-Qualification /Eligibility Criteria:

Bidders must conform to the eligibility criteria given below and to this effect must produce the required supportive documents/information as indicated against each as part of their technical proposal:

Sl. No.	Eligibility Criteria	Supporting Documents Required
1	Single entity legally registered under appropriate authority in India. Consortium or Joint Venture is not allowed. <i>The Bidder must be a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or Proprietorship Firm.</i>	Copy of certificate of Incorporation / Registration of the bidder
2	The bidder should have a minimum average annual turnover of ₹ 50 Lakhs over any of the previous three financial years up to year ending FY 2023-24	Certificate from statutory auditor/audited financial statements for previous Six financial years.
3	The Bidder should have positive net worth in the last financial year (FY 2022-23)	Certificate from a Chartered Accountant
4	The Bidder should have an experience of providing Event Management services to any Central/State Government Department/PSU in India with minimum contract value of Rs. 1 crore excluding taxes. (Applicable 7(Seven) years shall be preceding 7(Seven) years from 1st November 2017 till 31st October 2024)	Work Order/LOA (Contract Value & Scope of Work to be mentioned) & Completion Certificate/Certificate from Statutory auditor
5	Bidders participating in the tender must be registered under Odisha GST (OGST) Act.	Copy of the OGSTIN
6	Bidder must have registered office in Odisha	Copy of electricity bill/ telephone bill/ rent agreement

Documents to be submitted along with TECHNICAL PROPOSAL (PART-A):

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in original (**Annexure-I**)
- b. Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the bid process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. Copy of Certificate of Incorporation/Registration
- e. Copy of PAN
- f. Copy of Odisha Goods and Services Tax Identification Number Registration Certificate (**OGSTIN**)
- g. Copies of IT Return for the last six financial years (**FY 2021-22, 2022-23 & 2023-24**).
- h. General Details of the Bidder (**TECH –2**)
- i. Financial Details of the bidder (**TECH– 3**) along with all supportive documents such as

Balance Sheet and Income/Expenditure Statement duly certified and signed as per the instruction.

- j. Power of Attorney (**TECH- 4**) in favour of the person signing the bid on behalf of the bidder. In case of partnership firm, please attach the resolution of the partners regarding nomination of authorized representative for submission of the bid.
- k. List of completed/ongoing assignments of similar nature (**Past Experience Details TECH- 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- l. Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Body / International & National Organization in the last 5 years.

NB:

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to summary rejection of the bid. Submission of forged documents will also result in rejection of the bid and Blacklisting accordingly. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.

2.2 Bid Processing Fee:

The bidder must furnish, as part of technical proposal, the required bid processing fee amounting to **Rs. 10,000/- INR (Rupees Ten Thousand) only** in shape of DD from any Scheduled Commercial Bank in favour of “**Director of Culture, Sanskruti Bhawan, Bhubaneswar** payable at Bhubaneswar. Proposals received without bid processing fee will be rejected

2.3 Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/- (Rupees One Lakh Only)** in shape of DD from any Scheduled Commercial Bank in favour of “**Director of Culture, Sanskruti Bhawan, Bhubaneswar**” payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded within 1 month from the date of award of Contract.

The EMD of the successful bidder will be released only after furnishing the required Performance Bank Guarantee (PBG) and signing of the Contract.

The EMD will be forfeited on account of the following reasons:

- 2.3.1** Bidder withdraws its proposal during the bid validity period as specified in the RFP.
- 2.3.2** Bidder does not respond to requests for clarification of its proposal.
- 2.3.3** Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- 2.3.4** If the bidder fails to
 - i. provide clarifications
 - ii. agree to decisions of the contract negotiation meeting,
 - iii. sign the contract intime,
 - iv. furnish required Performance Bank Guarantee.
- 2.3.5** Any other circumstance which holds the interest of the Client during the overall selection process.

2.4 Authentication of Proposal:

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal as per the format **TECH -4** as provided in the RFP.

2.5 Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post/ Courier** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the representative of the bidder, page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected.

The procedure for submission of the proposal is described below:

2.5.1 Technical Proposal (Original + 1 Copy + Soft Copy in word format in pen drive):

The envelope containing technical proposal shall be **SEALED AND SUPERSCRIBED** as “**Technical Proposal – “Selection of Event Management Agency for 6th State Book Festival” under the Department of Odia Language, Literature & Culture, Odisha**”. The duly filled-in technical proposal submission forms, soft copy in Wordformat in pen drive along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

2.5.2 Financial Proposal (Original + 1 Copy + Soft Copy in pdf form):

The envelope containing financial proposal shall be **SEALED AND SUPERSCRIBED** as “**Financial Proposal – “Selection of Event Management Agency for 6th State Book Festival” under the Department of Odia Language, Literature & Culture, Odisha**”. The duly filled-in financial proposal submission forms should contain the detailed price offer for the proposed assignment and have to be furnished as per the prescribed format only along with soft copy in pdf form in pen drive as part

of financial proposal. The “Technical Proposal” and “Financial Proposal” must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats / information mentioned in the RFP Document. The first envelope must be marked as “TECHNICAL PROPOSAL (NAME OF THE ASSIGNMENT)”.

The second envelope must be marked as **“FINANCIAL PROPOSAL (NAME OF THE ASSIGNMENT)”** and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labelling of following information in bold:

NAME OF THE ASSIGNMENT: RFP
NUMBER AND DATE:
NAME OF THE BIDDER:
DEADLINE FOR SUBMISSION OF BID:
NAME AND ADDRESS OF THE BIDDER:

2.6 Opening & Evaluation of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. **Only one representative with proper authorization letter** from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

2.7 Evaluation of Proposal:

A **three-stage** process will be adopted as explained below for evaluation of the proposals.:

- a) **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposals are in order & complete and the requisite documents have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
- i. Filled in Bid Submission Check List in Original (**Annexure-I**)
 - ii. Covering letter (TECH– 1) on bidder’s letterhead requesting to participate in the selection process.
 - iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
 - iv. Copy of Certificate of Incorporation/Registration
 - v. Copy of PAN
 - vi. Copy of Goods and Services Tax Identification Number (GSTIN)
 - vii. Copies of IT Return for the last three financial years (2021-22, 2022-23 & 2023-24).
 - viii. General Details of the Bidder (TECH –2)
 - ix. Financial Details of the bidder (TECH– 3) along with all supportive documents as applicable duly signed as per the instruction.
 - x. Power of Attorney (TECH– 4) in favour of the person signing the bid on behalf of the bidder.
 - xi. List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous clients.
 - xii. Undertaking for not having been black-listed by any Central / State Government / Autonomous bodies/ International & National Organisation in last 5 years.
 - xiii. All the pages of the proposal and enclosures are signed or not by the authorized representative

Any deviation from the prescribed procedures/formats/conditions/requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be outrightly rejected. All the pages of the proposal must have to be signed with seal by the authorized representative of the bidder.

- b) **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for

those bidders who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for evaluation of the proposals. The proposals will be evaluated as per the following parameters:

Evaluation Criteria				
Sl. No	Criteria	Max Marks	Document/Evidence Required	
1	Average annual Turnover in any three of the previous six financial years: Rs. 50 Lakhs to Rs.1 crores – 10 Marks More than Rs.1 crores to Rs.5 crores – 15 Marks More than Rs.5 crore – 20Marks	20	Certificate from statutory auditor/audited financial statements for the Six previous financial years.	
2	Relevant Experience of the Bidder as an Event Management Agency for Events with any Central/State Government Department/PSU in India each contract value of minimum Rs.1 Crore excluding taxes.	30	Work Order/LoA(Contract value and Scope of work to be mentioned) & Completion Certificate/ Certificate from statutory auditor	
	No. of Events			Marks
	1			10
	2			20
	3			30
(Applicable 7(Seven) years shall be preceding 7(Seven) years from 1st November 2017 till 31st October 2024)				
3	Technical Presentation	50	Technical Presentation	
	• Understanding the Scop ^r of Work – 10 marks			
	• Approach and Methodology – 20 marks			
	• Work Plan and Roadmap for the deliverables – 10 marks			
	• Execution plan for Branding & Overlays – 10 marks			

Selection Method QCBS (70:30)

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. **The bidder whose technical proposal secures a score above the minimum qualifying mark of 70 out of 100 in the technical evaluation stage will be technically qualified for opening of the financial proposal.**

- c) **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

2.8 Evaluation Process:

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**S_T**) in accordance to the marks obtained during the technical evaluation stage. There shall be **70 %** weightage to technical

score and **30 %** weightage to financial score.

The individual bidder's financial score (**S_F**) will be evaluated as per the formula given below:

$$S_F = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

S_F= Normalized financial score of the bidder under consideration

F_{min}= Minimum financial quote among the technically qualified bidders

F_b= Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = S_T * 0.7 + S_F * 0.3$$

Where S_T = Technical score secured by the bidder

The bidder securing the highest evaluated **Combined Score (S)** will be awarded the Contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the agency including overhead expenses, such as travel, accommodation, logistics, report preparation, printing & other secretarial expenses.

2.9 Performance Bank Guarantee: (PBG)

Within 3 days of notifying the acceptance of proposal for the award of Contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the contract value** from a Scheduled Commercial Bank situated in Bhubaneswar in favour of "**Director of Culture, Sanskruti Bhawan, Bhubaneswar**" as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 3 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of Contract provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the PBG.

2.10 Contract Negotiation:

Contract Negotiation will be held at a date, time and address as intimated to the selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any, and availability of proposed professionals etc. At no stage the negotiated price will be above the bidders quoted price.

2.11 Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the Contract and promptly notify all other bidders about the result of the selection process. The successful bidder will be asked to sign the Contract after fulfilling all formalities within 3 days of issuance of the offer letter. After signing of the Contract, no variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties. ***Sub-contracting is not allowed under this assignment under any circumstances.***

2.12 Payment Terms:

The final payment will be made as per the actual expenses after successful completion of the event.

2.13 Conflict of Interest:

Conflict of interest exists in the event of: (i) conflicting assignments, including implementing, providing consultation, monitoring and evaluation/environmental assessment of the same

scheme / project at a different level by the eligible bidder; (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with officials of the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

2.14 Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - i. a criminal offense or other serious offense punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

2.15 Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

2.16 Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

2.17 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

2.18 Proposal Forms:

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the bidder should design a form to hold the required information. *Any deviation to the prescribed format of the RFP results in rejection of the proposal.*

2.19 Local Conditions:

Each bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and/ or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The client shall not entertain any request for clarification from the bidder regarding such local conditions. It is the bidder 's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Client. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted on account of failure of the bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Government offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

2.20 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

2.21 Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Govt of India. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty subject to maximum of **10% of the total contract value**. The amount will be deducted from the final payment.

2.22 Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract. Any effort by the bidder to influence during the proposal evaluation stage may result in the rejection of the proposal.

2.23 Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through Departmental website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposal.

2.24 Client's right to accept any proposal and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

2.25 Copyright, Patents and Other Proprietary Rights:

Odia Language, Literature & Culture Department, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents Copy rights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the agency shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

2.26 Force Maieure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

2.27 Arbitration:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Principal Secretary to Govt. Odia Language, Literature & Culture Department, Government of Odisha. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held inBhubaneswar.

2.28 Disqualification of Proposal:

The proposal of the bidder is liable to be disqualified in the following cases as listed below:

- a. Proposal submitted without Bid Processing Fee & EMD as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents /information
- g. A commercial bid submitted with assumptions or conditions
- h. Bids with any conditional technical and financial offer
- i. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- j. Proposal is not properly sealed or signed

- k. Any deviation in the technical and financial proposal
- l. Proposal is not conforming to the requirement of the scope of the work
- m. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- n. If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- o. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- p. Failure to agree with terms and conditions of the RFP
- q. *The quoted professional fee not within the prescribed limit of the RFP.*
- r. ***Any other condition/situation which holds the paramount interest of the client during the overall selection process.***

SECTION-3

TERMS OF REFERENCE

3. TERMS OF REFERENCE

1. Requirement's:
 - 1.1. Stall to be constructed around 500 Nos. It may be increased as per requirement.
 - 1.2. Size of the stall 10' x 10'
 - 1.3. Thematic design, Facia & gates (dedicated on the name of some renowned writers or poets)
 - 1.4. Water proofing
 - 1.5. Plastics banner, other plastics things to be avoided in the main-stage
 - 1.6. It should be human, natural hazard free
2. Stage to be constructed:
 - 2.1. Main Stage: For inauguration, closing & all 12- days celebrations with seating capacity of 15 on the stage & 250 audiences
 - 2.2. Inner Stage: Fully covered with Mic, Sound & Stage with 60 people seating capacity
 - 2.3. Coffee Corner: For personal discussion with writer & audiences. Make around 10 round table & 50 seating capacity
 - 2.4. Book racks and moveable book racks to be displayed
3. Odia Asmita (Photos and Quotations of renowned Writers or Poets) to be present in both side to the main-stage & also in the pavilion.
4. Police co-ordination, Security, Fire Safety, Electrification, Fast-Aid, Toilet, ID-Cards, Parking & entry etc to be taken care-off
5. VIP-Guest Sitting Room, Office, Reception & General Sitting room to be constructed near to the main-stage
6. Proper toilet for visitors at different location in the ground with proper demarcation
7. A digital map/ blue-print of the entire event will be installed near to the entrance
8. Multiple QR-Code for the same map needs to be display in the ground, so that visitors can scan the code & get the digital version of the map in their mobile phone also
9. Proper matting of the entire field
10. Multiple moveable tea-stall may be made available
11. Food Corner with all facilities
12. Drinking water booth throughout the field
13. Sufficient no. of garbage basket as per BMC Guideline, regular cleaning of the ground
14. Watch & ward security, May I help You Staff with proper ID Card
15. Photography, Videography, Live-Streaming in Social Platform & Ariel Photography
16. Reporting of daily selling, participations of publishers & distributors, nos. of footfall in the ground including students
17. Banner & Hoarding at 10-12 places in Bhubaneswar & Cuttack pause areas
18. Entire event, items must be cover under Insurance by any national or recognized company

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

To

**The Director, OLL&C
Sanksruti Bhawan, Bhubaneswar - 751014**

Subject: **“Selection of Event Management Agency for 6th State Book Festival”** under the Department of Odia Language, Literature & Culture, Govt. of Odisha.

[TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to participate in the selection process for _____ in accordance with your Request for Proposal No.: _____, dated _____.

I, hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I, hereby declare that all the information and statements made in this Technical Proposal and Financial Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this RFP are found violated, then your Department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of the Bidder: _____

TECH -2

Bidder's Organization (General Details)

SI No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount : BC/DD No. : Date: Name of the Bank:	
7	EMD Details Amount : BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out the assignment as per the stipulated scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

TECH-3

Bidder Organisation (Financial Details)

Financial Information in INR			
Details	FY 2021-22	FY 2022-23	FY 2023-24
Turnover from Bidder only (in Cr.)			
<i>Supporting Documents:</i>			
<p>Audited certified financial statements for the last three FYs (2021-22,2022-23 & 2023-24) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p>			
<p><i>Filled-in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></p>			

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]:_____

Communication Address of the Bidder:_____

[NB: No Scanned Signature will be entertained]

TECH- 4

FORMAT FOR POWER OF ATTORNEY

(To be provided in original on Bidder Letter Head as part of the Technical Proposal on Stamp Paper of value required under law duly signed by the competent authority of the bidder)

Dated: _____

POWER OF ATTORNEY

To Whom It May Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorise Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Name and Designation), as Authorised Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract under [Name of the Assignment] involving the deliverables as per agreement with _____, vide Request of Proposal (RFP) Document dated, issued by Director of Culture, Sanskruti Bhawan, Bhubaneswar under Odia Language, Literature & Culture Department, Government of Odisha including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the tender inviting authority or any representing us in all matters before the tender inviting authority and generally dealing in all matters in connection with our Proposal for the said assignment. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For: _____

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney

NB: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).*

TECH-5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (Lists of completed/ongoing Assignments of similar nature during last 6 years)

Sl. No.	Period	Assignment and Duration	Name of the Client	*Contract Value (in INR)	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Note: Bidders are requested to furnish the list of the similar assignments undertaken/ completed during the last 6 Financial Years. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory [In full initials with Date and Seal]:_____

Communication Address of the Bidder:_____

TECH-6

Comments and Suggestions of the Consultant on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[Present and justify here any modifications to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your technical proposal.]

B: On Input and Facilities to be provided by the Client:

[Comment here on inputs and facilities to be provided by the Client according to Information to the Consultant and Scope of Work]

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

TECH -7

DESCRIPTION OF APPROACH, METHODOLOGY STATEMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach and Methodology:

C. Documentation Management Plan for the Client:

D. Staff Deployment Strategy:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Authorized Signatory [*In full and initials*]:_____

Name and Designation with Date and Seal:_____

NB: Bidders are requested to furnish the above information limiting it up to 5-7 pages only

SECTION-5

FINANCIAL PROPOSAL SUBMISSION FORMS

FIN-1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

To

**The Director of Culture
Sanskriti Bhawan, Bhubaneswar – 751014**

Subject: **“Selection of Event Management Agency for 6th State Book Festival”** under the Department of Odia Language, Literature & Culture, Govt. of Odisha

[FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal No. _____, Dated: _____. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

Authorized Signatory [*In full and initials*]:

Name and Designation of Signatory with Date and

Seal: Address of the Bidder:

—

FIN-2

(Part-B)

SUMMARY OF FINANCIAL PROPOSAL

Sl. No.	Fee Particulars	Amount in INR
A	Total estimated cost as per Fin-2 (Part-A)	
B	GST@_____	
Grand Total (A+B+C)		
In Words		

SECTION - 6

ANNEXURE

BID SUBMISSION CHECK LIST

Sl. no	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs.10,000/- in form of DD		
4	EMD of Rs.1,00,000/- in form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 AYs (2021-22, 2022-23, 2023-24)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH- 3) along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH- 4) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH- 5) along with the copies of work orders / contract paper for the respective assignments		
13	Undertaking for not have been black-listed by any Central / State Govt. /any Autonomous bodies during its business career.		
4	Comments and Suggestions (TECH-6)		
5	Description of Approach, Methodology & Work Plan (TECH-7)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY + SOFT COPY IN PDF FORMAT)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered, along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative of the bidder.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PERFORMANCE BANK GUARANTEE FORMAT

To,

**The Director of Culture
Sanskriti Bhawan, Bhubaneswar-751014**

WHEREAS (Name and address of the Consultant) (herein after called "the Consultant") has undertaken, in pursuance of RFP no..... datedto undertake the service (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby declare that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until theday of ,2024

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dtotherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....

