

E-bid document

**Procurement of Life Jackets
For Kumbh Mela 2019**

Issued by:

Prayagraj Mela Authority

Triveni Bandh'

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Disclaimer

This Request for Proposal (RFP) document for Procurement of Life Jackets for Kumbh Mela 2019 (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the "Prayagraj Mela Pradhikaran" (hereinafter referred to as "Client" or the "Authority") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. "Authority" or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

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1 Data Sheet

1	Name of the Bid	Procurement of Life Jackets for Kumbh Mela 2019
2	Time-period of contract	49 Days
3	Method of selection	Lowest Cost (L1)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 5,000 deposited through bank RTGS to Prayagraj Mela Pradhikaran Exemption will be granted to MSME/NSIC Companies
5	Ernest Money Deposit (EMD)	Refundable amount of INR 1,00,000 deposited through bank RTGS to Prayagraj Mela Pradhikaran Exemption will be granted to MSME/NSIC Companies
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Mela Adhikari, Prayagraj Mela Authority Triveni Bandh, Daraganj, Prayagraj, Uttar Pradesh Telephone: +91 532 2500775 / +91 532 2504011 E-mail: kumbhald2019@gmail.com
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	09/01/2019, 1400 hrs (IST)
	Last date of receiving queries	NA
	Pre-bid conference	NA
	Authority response to queries	NA
	Proposal Due Date (PDD)	15/01/2019, 1600 hrs (IST)
	Opening of Technical Bids	15/01/2019, 1600 hrs (IST)
	Technical presentation	NA
	Opening of Financial Bid	17/01/2019, 1200 hrs (IST)
13	Consortium to be allowed	No
14	Sub-contracting is allowed	No
15	Account details	For Bid Processing Fee & EMD Account Holder Name : PRAYGRAJ MELA PRADHIKARAN, Prayagraj Account No: 50434426422 IFSC Code: ALLA0210085 Bank Name: Allahabad Bank, Civil Lines, Prayagraj

2 Terms of reference

2.1 Background

Kumbh is one of the world's largest religious gatherings and is held on a rotational basis in either of the four riverside towns of Haridwar, Prayagraj, Nasik and Ujjain. The Maha Kumbh is held every 12 years at Prayag (Prayagraj), with the Kumbh being organized every 6 years.

The last Maha Kumbh took place in 2013 which was attended by an estimated 10 crore people over a two-month period. The next Kumbh is scheduled to be held in Prayagraj in 2019. Nearly 12 crore pilgrims from India and abroad are likely to visit the city during January to March 2019.

The Prayagraj Mela Pradhikaran is seeking to engage a supplier to provide 8,000 (eight thousand) Life Jackets for the Kumbh Mela 2019. The supplier agency will also be required to print the logo of Kumbh Mela and other creative content as provided by the Authority in this RFP on the Life Jackets. The supplier will be responsible for delivery of the life jackets up to the store house of the Authority (in Prayagraj Kumbh Mela Area).

2.2 Scope of services

1. Supply of 8,000 (eight thousand) Life Jackets as per the specification outlined below:
 - a. Life Jacket should be made of Nylon Oxford (surface)
 - b. Interior of Life Jacket should be of PE Foam
 - c. Life Jacket should have three front-buckles
 - d. Life Jacket should have minimum 355 mm PP Webbing
 - e. Size of Life Jacket Should be L, XL, XXL (proportion of total supply will be 40%, 40%, and 20% respectively)
 - f. Life Jacket should be certified for life saving
 - g. Should conform to the sample submitted by you as part of technical bid

2.3 Project Considerations

1. The Agency will supply to the Prayagraj Mela Pradhikaran the total number of life jackets as mentioned on the Letter of Award (LoA), given to the agency post opening of financial bid.
2. The Agency shall ensure clear printing of the Kumbh Logo and other creatives as provided by Authority in the RFP.
3. The quantities may vary by 30% upwards or downwards.
4. Payments by the Authority will be made on the bases of the LOA and the actual quantities supplied.
5. The Agency will deliver the total number of life jackets as mentioned on the Letter of Award at the store location (in Prayagraj, Kumbh Mela Area) provided by the Authority in the LoA.
6. The Agency shall consider all relevant quality metrics applicable to the Life Jackets and ensure that the jackets are certified for life saving.

2.4 Payment schedule, milestones and timelines

The payment of license fee shall be made in following instalments:

Installments	Amount	Time Period
First Installment	50% of Contract Fee	Within 7 days from the date of provision of invoice along proof-of-delivery (which shall not be later than 10 days from the dispatch of letter of award)
Second Installment	50% of Contract Fee	On 28 th February 2019 subject to product quality

2.5 EMD

The Bidder must submit a refundable EMD as mentioned in the data sheet which shall be deposited through bank RTGS payable in favour of Prayagraj Mela Pradhikaran.

3 Eligibility and Evaluation criteria

3.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

ELIGIBILITY CRITERIA

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a Proprietorship.	Company Registration certificate/GST Registration.
2	The Bidder must have a minimum average annual turnover of INR 30 Lakh over the past three financial years. C.A Certificate of this effect and audited balance sheets/profit and loss accounts/Annual reports of the past three financial years should be enclosed.	Form 2 and Audited Financial statements – Balance Sheets, Profit and Loss Accounts, Annual Reports
3	The Bidder should have a minimum 3 years of work experience of manufacturing or supply or distribution of life jackets. All relevant proof such as work orders etc. should be enclosed	Form 3 and Work Orders/completion certificate from clients
4	The Bidder should not have been blacklisted by any State or Central Government in India. An undertaking must be submitted duly attested by the Notary by the Bidder.	Form 4 and Form 5
5	The Bidder should present its GSTN certificate department and should carry a valid PAN Number form the Income Tax Department.	Copy of Pan Card and GSTN Certificate
6	The Bidder must submit non-refundable/Nonadjustable Tender Processing fee of INR 5,000 deposited through RTGS at any Scheduled Bank of Allahabad, payable in favor of Prayagraj Mela Pradhikaran.	RTGS of INR 5,000 at any Scheduled Bank of Allahabad
7	The Bidder must submit a refundable EMD of INR 1,00,000 which shall be deposited through bank RTGS at any Scheduled Bank of Allahabad, payable in favor of Prayagraj Mela Pradhikaran.	RTGS of INR 1,00,000 at any Scheduled Bank of Allahabad

Only Eligible Bidders will be taken up for Financial Evaluation.

3.2 Financial Evaluation

The financial bids shall be opened by the Tender Evaluation Committee of the bidders who are deemed eligible as per the prescribed eligibility criteria's as specified in clause 3.1 in the presence of representatives of the bidders who choose to attend the proceedings. The details of the bidders and their financial offer shall be read and recorded when the financial proposals are opened.

The Bidders shall upload their financial bids in the commercial bid section of the E-Tender portal. The financial bid format has also been published along with the RFP document. The same is to be used whilst submitting the financial bid on the E-Tender portal.

If there are any conditions attached to any financial bids which shall have a bearing on the total financial offer, the tender committee shall reject any such bids as non-responsive financial proposal. However if the Tender Evaluation Committee feels it necessary to seek clarifications on any financial proposals regarding taxes, duties or any such matter, the Tender Evaluation Committee shall do so by inviting responses in writing.

The financial proposals will be ranked in terms of lowest bid and will be termed as L1, L2, L3 and so on. The L1 bidder will be awarded with LOA. In the event of more than one L1 bidders, the work will be allocated in equal proportions between all the bidders.

4 Instructions to Bidders

4.1 General instructions

4.1.1 Number of Proposals and respondents

- 4.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 4.1.1.2 The RFP is non-transferable and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
- 4.1.1.3 A Bidder applying individually shall not be entitled to submit another Proposal.

4.1.2 Proposal preparation cost

- 4.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 4.1.2.2 Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.
- 4.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

4.1.3 Right to accept and reject any or all the Proposals

- 4.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 4.1.3.2 Authority reserves the right to reject any Proposal if:
 - a) At any time, a material misrepresentation is made or discovered, or
 - b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

4.1.4 Clarifications

- 4.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
- 4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Authority by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning Procurement of Life Jackets.”

<NAME AND ADDRESS>
BIDDERS REQUEST FOR CLARIFICATION

Name Organization Submitting request	Of Name & Position submitting request	Address of the Organization: Phone no: Email:	
Sr No	Bidding Document Reference(s) (Section Page No)	Content of RFP Requiring clarification	Points of Clarification required

4.1.4.3 The Authority shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The responses will be sent by e-mail.

4.1.4.4 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.4 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

4.1.5 Amendment of the RFP

4.1.5.1 At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

4.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

4.1.6 Data identification and collection

4.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and:
- Made a complete and careful examination of the various aspects of the Scope of Work.

4.1.6.3 Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 Preparation and submission of Proposals

4.2.1 Language and currency

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

4.2.2 Proposal validity period and extension

4.2.2.1 Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.2.3 Format and signing of Proposals

4.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

4.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.2.4 Submission of e-bid/Proposal

4.2.4.1 The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

4.2.4.2 The Bidders have to follow the following instructions for submission:

- a. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- b. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- c. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement

website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- d. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- i. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

4.2.5 Deadline for submission

- 4.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

4.2.6 Late submission

4.2.6.1 The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

4.2.7 Withdrawal and resubmission of Proposal

4.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

4.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

4.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

4.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

4.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

4.2.8 Selection of the Bidder

4.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

4.2.9 Proposal opening

4.2.9.1 After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 3.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

- 4.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
- 4.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

4.2.10 Opening of Proposals

- 4.2.10.1 Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.
- 4.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 4.2.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 4.2.10.4 The Authority will prepare minutes of e-bid/Proposal opening.

4.2.11 Confidentiality

- 4.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
- 4.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.12 Tests of responsiveness

- 4.2.12.1 Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - b. It contains all information as desired in this RFP.
 - c. Information is provided as per the formats specified in the RFP.
 - d. It mentions the validity period as set out in Data Sheet.
 - e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

4.2.12.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

4.2.13 Clarifications sought by Authority

4.2.13.1 To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.2.14 Proposal evaluation

4.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 3.2 of this RFP.

4.2.14.2 The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

5 Annexure A: Standard Forms

1 FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Authority]

Dear Sirs:

We, the undersigned, offer to provide the services for Supply of Life Jackets for Kumbh Mela 2019 in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

2 FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		

Note: Attach audited financial statements as proof of the above figures.

3 FORM 3: Bidders Organisation and Experience

The Bidder should provide details of only those assignments that have been undertaken by it under its own name

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity for carrying out merchandise works similar to the ones requested under this assignment]

Company/Firm Legal Entity Name	
Registered Office Address and Branch Details:	Date of Incorporation/Registration:
No of Employees :	Annual Turnover:
Name of Client:	Scope of Services:

4 FORM 4: Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “Engagement of Merchandising Agency”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to “Procurement of Life Jackets” RFP, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

- 5 Form 5: Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.**

Declaration Letter for “Procurement of Life Jackets for Kumbh 2019” RFP

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to “Engagement of Event Management Agency”, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

6 FORM 6 – Financial Undertaking

[Date]

To: *[Name and address of Client]*

Subject: Financial Undertaking

Reference: (Insert name of the of the Company / LLP / Partnership / Society / Proprietorship)

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We hereby submit our quotes for the Authority of the services specified in the RFP.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

6 Annexure B: General Conditions of Contract

6.1 General Provision

6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- i. "Agreement" or "Contract" means the Agreement/Contract signed by the Parties and all the attached documents, if any
- ii. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- iii. "Authorized Representative" shall have the meaning set forth in Clause 5.1.5
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services i.e. Prayagraj Mela Pradhikaran
- v. "Bidder" or "Service Provider" means any private or public entity that will provide the Services to the Client
- vi. "Bid Processing Fee" shall mean the fee as specified in the Data Sheet
- vii. "Confidentiality" shall have the meaning as set forth in Clause 4.2.11
- viii. "Dispute" shall have the meaning set forth in Clause 5.2.11
- ix. "DSC" Digital Signature Certificate
- x. "Effective Date" means the date on which this Agreement comes into force
- xi. "Eligibility Criteria" shall have the meaning set forth in Clause 3.1
- xii. "EMD" Earnest Money Deposit
- xiii. "Force Majeure" shall have the meaning set forth in Clause 5.2.5
- xiv. "Government" means the Government of Uttar Pradesh
- xv. "GST" means Goods and services tax
- xvi. "INR, Re. or Rs." means Indian Rupees
- xvii. "Key Date" shall mean the dates mentioned in the Data Sheet
- xviii. "LOA" means Letter of Award
- xix. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xx. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xxi. "Project" shall have the meaning set forth in the Disclaimer
- xxii. "Proposal" shall have the meaning set forth in the Disclaimer
- xxiii. "Proposal Due Date" or "PDD" shall mean the date as mentioned in the Data Sheet;
- xxiv. "Proposal Validity Period" shall mean the date as mentioned in the Data Sheet;
- xxv. "RFP" means the Request for Proposal document in response to which the Bidder's proposal for providing services was accepted
- xxvi. "Services" means the work to be performed by the Bidder pursuant to the Contract
- xxvii. "Schedule of Bidding Process" means the schedule mentioned in the Data Sheet;

6.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

6.1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

6.1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

6.1.6 Taxes and Duties

All the applicable taxes shall be borne by the bidder. The bid should be inclusive of GST.

6.1.7 Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

6.1.8 Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the 10% of the contract value and shall be under discretion of Authority.

6.1.9 Liquidated Damages

In case any services is not found as per the prescribed norms or is not carried out in time, the Client may impose liquidated damages on the Bidder. The maximum liquidated damages imposed shall not exceed 10% of the accepted contract amount.

If the Bidder delays the works or the work is not satisfactory, the Client may execute the work at the risk and at the cost of the Bidder from any other service providing Agency.

6.2 Commencement, Completion, Modification and Termination of Contract

6.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

6.2.2 Commencement of Services

The Bidder shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

6.2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

6.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

6.2.5 Force Majeure

6.2.5.1 Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

6.2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

6.2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.2.5.4 Payments

- a. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
- b. The Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.

6.2.6 Termination

The Authority may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

6.2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 6.2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

6.2.6.2 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 5.2.6.1, the bidder / Agency shall pay to the Authority any unpaid or accrued dues.

Disputes about Events of Termination: If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 5.2.11, and the Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.2.7 Obligations of the Bidder

6.2.7.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

6.2.7.2 Responsibility of the Bidder

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time

6.2.7.3 Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 36 months from the date of termination of the Contract.

6.2.7.4 Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

6.2.7.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

6.2.8 Obligations of the Authority

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

6.2.9 Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

6.2.10 Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

6.2.11 Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Prayagraj, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Prayagraj, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Prayagraj, Uttar Pradesh.

Courts located in Prayagraj shall have exclusive jurisdiction to settle dispute arising under this agreement.

7 Annexure C: BOQ