

WEST ZONE CULTURAL CENTRE, UDAIPUR

(Ministry of Culture, Government of India)

Bagore Ki Haveli, Gangaur Ghat Marg, Udaipur, Rajasthan 313001

E-Tender Notice

Request for proposal (RFP)

Republic Day Celebrations-2023 – Vande Bharatam Event

Hiring of an Agency for the design & execution of State & Zonal level competitions relating to Vande Bharatam Utsav-2023

S.No.	Particulars	Page
1.	Project Background	01-02
2.	Notice Inviting Tender	03
3.	Scope of Work	04-05
4.	Receipt & Opening of Bids	06-07
5.	Submission of Bid	08
6.	Performance Security	09
7.	Pre-Qualification Criteria	10
8.	Technical evaluation Criteria	11-12
9.	Fraud & Corrupt Practice, Arbitration etc.	13-15
10.	Disclaimer	16
11.	Covering Letter	Appendix 'A'
12.	Details of Bidders	Appendix 'B'
13.	Power of Attorney	Appendix 'C'
14.	Format for Project Data Sheet	Appendix 'D'
15.	Financial Capacity of Bidder	Appendix 'E'
16.	Affidavit	Appendix 'F'
17.	Guidances for Technical presentation	Appendix 'G'
18.	Financial proposal submission Form	Appendix 'H'

PROJECT BACKGROUND

To commemorate 75 years of Independence of India and to celebrate Azadi ka Amrit Mahotsav, Government of India is taking various initiatives to instil a sense of pride and patriotism in the hearts of the youth of our country. In the same series of events, **West Zone Cultural Centre, Udaipur (WZCC)** under Ministry of Culture, Government of India is organising a dance competition to select the Cultural Performers who will then participate in the Grand National Celebration – The Republic Day Parade on 26th January, 2023 at Kartavya Path, New Delhi.

The objective of this competition is to engage the masses in the 76th Independence Day celebrations by inviting maximum participation from all sections of the society. The selection process will encapsulate the true spirit of our Great democratic nation. The competition shall take the shape of a festival that brings out the secular fabric and glory of India. It will unravel hidden talent of India, especially among the youth, through dance events held at multiple levels.

A. Event Details

A PYRAMID APPROACH is being adopted for the whole activation where the masses from India get to participate and the participants are being screened and shortlisted to select the Winners. 3 tiers are created for running the selection process:

1. STATE LEVEL
2. ZONAL LEVEL
3. NATIONAL LEVEL (Inter-Zonal Level) - For NCZCC

B. Event Name: Vande Bharatam – Nritya Utsav, 2023

Sl. NO.	PARTICULARS	LOCATION	START DATE	END DATE
1	State Level	Udaipur (Rajasthan) Ahmedabad (Gujarat) Panaji (Goa) Diu Silvassa, DNH (Daman)	11 November, 2022	27 November, 2022
2	Zonal Level	Jaipur (Rajasthan)	9 December, 2022	

The agency is required to organize the whole event on Turnkey basis.

PROJECT DURATION

The duration of the project would start from the date of issue of the work order and would include the time period preceding the event, duration of the competition, neat dismantling of the site, and submission of the post-event report.

INSTRUCTION TO BIDDERS

The selected bidder shall function as the agency for the design and execution of a dance competition for the selection of participants for the Republic Day Parade 2023, and its scope would be extended to items listed in the scope of work.

The proposal will be evaluated on the basis of the evaluation criteria set out in this tender document in order to identify the 'successful bidder'. The successful bidder will be issued a workorder by the Director, WZCC, Udaipur. The WZCC intends to adopt a single stage-three envelope bidding process for the selection of the agency for the assignment. Hence, the Tender fee, technical proposal and financial proposal shall be submitted online at <http://www.tenderwizard.com/MOC> Tender fee INR 5,000 + 18 % GST (rupees five thousand, plus 18 % GST, only) to be submitted online at <http://www.tenderwizard.com/MOC> for the acceptance of the bid.

Each bidder shall submit a maximum of one (1) proposal for the assignment in response to this tender document. Any bidder who submits more than one proposal for the assignment shall be disqualified. Any joint venture/consortium is not allowed for this tendering process. The proposal shall remain valid for a period of not less than 90 Days from the proposal due date (proposal validity period). The Director WZCC reserves the right to reject any proposal which does not meet this requirement.

EARNEST MONEY DEPOSIT (EMD)

No EMD will be required.

NOTICE INVITING TENDER

WZCC invites sealed, technical and financial proposals for Selection of an Agency for the Design and Execution of Vande Bharatam - Nritya Utsav, 2023.

S. NO.	DESCRIPTION	DATE/DETAILS
1	ISSUE OF THE TENDER DOCUMENT ON THE WEBSITE – http://www.tenderwizard.com/MOC	23/10/2022 http://www.tenderwizard.com/MOC
2	ESTIMATED TENDER VALUE	₹ 1.00 crore (Rs. One Crore only approximately inclusive of GST depending upon volume of work)
3	TENDER FEE	₹ 5000 + GST 18%
4	BID SUBMISSION START DATE	23/10/2022
5	BID SUBMISSION CLOSING DATE	30/10/2022 at 8 pm
6	OPENING OF TECHNICAL BID	31/10/2022 at 2 pm
7	FINANCIAL BID OPENING	31/10/2022 at 5 pm

POINT OF CONTACT:

T.S. Sodha
M: 94134-23018

B. S. Kothari
M: 96366-29955

Office of the Director West Zone
Cultural Centre,
Bagore Ki Haveli,
Gangaur Ghat Marg,
Udaipur-313001
Email-id : wzcccom@rediffmail.com

SCOPE OF WORK

- a.** Conceptualise, Plan, Design, Organise, Produce, Coordinate, Direct, Manage, Publish, Execute and Deliver the State and Zonal level competitions.
- b.** Sourcing, appointing, directing and managing of performers and other creative elements of the ceremonies in tandem with Event Organising Committee appointed to monitor the Day to Day operations for the event.
- c.** Logistics and production planning for the event.
- d.** The event should be suitably promoted through outdoor and digital media channels.
- e.** A special media zone to be created within the event at all the venues for Press zone, interviews, etc.
- f.** The event communication will also have to display prominently the official logo of Ministry of Culture, Ministry of Defence and Azadi Ka Amrit Mahotsav.
- g.** A stunning thematic decor to be done, by the event company for design & execution.
- h.** All the events should have Suitable lighting, sound, performers /artists, seating arrangement, security and all other necessary arrangements required for outdoor events.
- i.** The venues to conduct the dance competitions at State and Zonal levels are to be decided by the selected agency in the cities to be informed by the Ministry of Culture. Each venue should be carefully selected in a way that a dance competition with large number of participants is able to be properly held at the selected venue. The venue will be finalized only after due consultation and approval from the authorized department.
- j.** Proposed themes for the dance competition are folk, tribal, classical and fusion.
- k.** Travel, lodging and boarding of all participants in the cities will be taken care of by the agency.
- l.** Clean and hygienic accommodation for all participants to be arranged at all levels, i.e. State, and Zonal levels in the selected cities where events are being conducted. The accommodation venues will be finalized only after due consultation and approval from the authorized department.
- m.** Travel, lodging and boarding for all Judges to be arranged by the agency. 3 star accommodation at State level and 4 star accommodation at Zonal level. The accommodation venues will be finalized only after due consultation and approval from the authorized department.
- n.** Ensuring adherence to all the policies for Risk Management with proper emphasis on Covid Protocols, Manpower Management, etc.

- o.** Liaison with concerned authorities for effective venue management planning, coordination and execution.
- p.** All necessary licenses and Permissions etc. from the concerned statutory bodies/agencies like local Police, Traffic Police, Electricity, Excise, Local Fire Service Labour etc are to be obtained by the agency before the commencement of the event. However, the WZCC will support the agency as necessary.
- q.** All responsibilities, including but not limited to VIP welcome, interact with the cultural departments, coordinating time for arrival, departure and marshalling the artists and officials for the entire event.
- r.** Proper Remuneration to the judges as decided by the Ministry of Culture and arrangement of vehicles for their pickup and drop will be the responsibility of the agency.
- s.** Throughout the execution of the event, the agency shall maintain proper communication and reporting to keep the WZCC abreast of the status of the process of execution of the event.
- t.** All firefighting equipment's to be stationed at each event as per requirement of Fire Service department and local Police.
- u.** Paramedical facility at all the locations of the event.
- v.** The Financial quote has to be submitted in the enclosed financial bid format.
- w.** *Provide reports and documents during and at the end of the contract.*

Miscellaneous Work:

- I. Directional signages mentioning the areas, Festival area, public utility services etc.
- II. Media Assistance Booth, Information office & First Aid desk.
- III. Extra general lighting at the venue/ passage and parking area
- IV. Silent backup Generators of the required capacity.
- V. Adequate male and female chemical toilets to be placed at the venues wherever required.
- VI. Adequate Housekeeping and security arrangements on all the Days as per requirement.
- VII. To ensure proper crowd management and smooth parking facility for visitors.
- VIII. To ensure appropriate COVID safety protocols in place during all times.

RECEIPT AND OPENING OF BIDS

Bidders are required to submit their bids through online system with the Tender fee, technical proposal and financial bids separately at <http://www.tenderwizard.com/MOC> Please note that the financial bid must not be shared or quoted in the technical bid. The prices should be quoted in the financial bid only and should not be mentioned in the technical bid. Any default in the instructions of submission of tender bids shall lead to disqualification of the agency. The decision of Director, WZCC in such a case shall be final and binding.

On receipt of the tender along, the technical proposals will be opened online by the bid evaluation committee (BEC) members in the office of the WZCC. The BEC will open all bids, online. In the event of the specified date of bid opening being declared a Holiday for the purchaser, the bids shall be opened at the appointed time and place on the next working Day.

After the evaluation of the technical bids, the BEC shall notify those bidders whose bids were considered non-responsive to the conditions as mentioned in this tender document and not meeting the qualification requirements indicating that they did not technically qualify for selection as the agency for this project. The BEC will simultaneously notify the bidders whose technical bids were considered acceptable and have been shortlisted for opening of their financial bids.

The WZCC reserves the right to reject any proposal not submitted on time and which does not contain the information/documents as set out in this tender document. To facilitate evaluation of proposals, the Director WZCC may, at its sole discretion, seek clarifications in writing from any bidder regarding its proposal.

EVALUATION

The criteria for pre-qualification, technical evaluation and selection of bidders are set out under section eligibility criteria and evaluation methodology. As part of the evaluation, the part (i) – technical submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further invited to give a presentation in accordance with the criteria set out in this tender document.

Part I – submission would be considered to be responsive if it meets the following conditions:

- A. The amount towards the tender fee has been received on or before the proposal due date including any extension thereof.
- B. It is signed and marked & contains all the information and documents including original demand draft for the tender fee document as requested in the tender document.
- C. It contains information only in formats specified in this tender document.
- D. It confirms to the bid validity period as set out in the tender.
- E. It provides information in reasonable detail. (“reasonable detail” means that, but for minor deviations, the information can be reviewed and evaluated by the BEC without communication with the bidder). The BEC reserves the right to determine whether the information has been provided in reasonable detail.
- F. There are no inconsistencies between the proposal and the supporting documents.
- G. The bid document should be properly indexed with page numbers.

A proposal that is substantially responsive is one that confirms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- A. Which affects in any substantial way, the scope, quality, or performance of the assignment, or Which limits in any substantial way, inconsistent with the tender document, the BEC rights or the bidder's obligations under the work order, or
- B. Which would affect unfairly the competitive position of other bidders presenting substantially responsive proposals.

The responsive proposals shall be evaluated as per the criteria set out in section eligibility criteria and evaluation methodology.

Quality cum cost based selection (QCBS) method shall be adopted for selection of the agency, which has been fully described in section eligibility criteria and evaluation methodology of this tender document. The bidder achieving the highest combined technical and financial score as described in section eligibility criteria and evaluation methodology will be considered to be the successful applicant and be awarded the tender.

The decision of the authority pertaining to the scoring, evaluation and selection of the agency shall be considered to be final.

In case there are two or more bidders with the same combined score, an evaluation committee may in such case be called upon to carry the final selection. The selection in such cases shall be at the sole discretion of the BEC

THE DIRECTOR, WZCC RESERVES THE RIGHT TO REJECT ANY PROPOSAL, IF:

- A. At any time, a material misrepresentation is made or discovered; or
- B. The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

In the event of acceptance of the proposal of the preferred bidder, the Director, WZCC will notify the successful bidder through a letter of intent (LOI) that its proposal has been accepted.

The successful bidder(s) shall be issued the work order at the earliest.

Submission of Bid:

Bidder has to submit hard bound document duly numbered. Loose documents shall be out rightly rejected. The Tender should be submitted online <http://www.tenderwizard.com/MOC>:-

Bid Processing Fee of INR 5000 + 18% GST (Rupees five thousand only, plus 18% GST, only) for the tender fee (non-refundable) to be deposited online at <http://www.tenderwizard.com/MOC> .

The Technical Bid complete with Concept and Design as stated in RFP & should also contain documents confirming the eligibility of the bidder and Evaluation criteria mentioned in the RFP.

The Financial Bid only along with head-wise/ item-wise rates. Services offered should be strictly as per specification mentioned in this Tender Document.

All pages of the offer must be digitally signed and numbered. The bids complete in all respect must be submitted through online at <http://www.tenderwizard.com/MOC> as mentioned in this tender document.

Technical Bid will be opened on 31/10/2022 at 2.00 pm online at <http://www.tenderwizard.com/MOC> . The representative(s) of the bidders are invited to attend the bid opening online.

Performance Security

The successful bidder shall at his own expense deposit with the WZCC within 2 (two) Days after the receipt of notification of award of the work order (letter of award) from the WZCC an unconditional and irrevocable performance bank guarantee (PBG) amounting to 3% of the agreement value from a scheduled bank acceptable to the WZCC, payable on demand, for the due performance and fulfillment of the agreement by the bidder. All incidental charges whatsoever such as premium, commission, etc., with respect to the performance guarantee shall be borne by the bidder. The performance guarantee shall be valid until 30 Days after the validity period of the tender. Subject to the terms and conditions in the performance bank guarantee, at the end of 06 (six) months, the performance bank guarantee may be discharged/returned by the WZCC upon being satisfied that there has been due performance of obligations of the bidder under the agreement. However, no interest shall be payable on the performance guarantee.

Failure of the successful bidder to comply with the requirements of clause performance security shall constitute sufficient grounds for the annulment of the Work Order/LOA (letter of acceptance). In such an event, the WZCC reserves the right to:

- A. Either invite the next best bidder to match with the financial proposal of the successful bidder, or;
- B. Take any such measures as may be deemed fit in the sole discretion of the WZCC including annulment of the bidding process and blacklisting of the firm from the WZCC for any future work. Notwithstanding anything contained in this tender document, the WZCC reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment.

Penalty Clause

In case of delay in execution of the assigned work and unsatisfactory performance by the selected agency/ bidder, WZCC. may impose a penalty of 10% of the service fee or part there of (subject to a maximum of 20% of the service fee.)

Eligibility Criteria and Evaluation Methodology

Qualitative comparative evaluation of work credentials amongst the participating bidders and with the scope of work will be applied work credentials will be considered as on last date of submission of bids.

Important: Since the characteristic of the job is special in nature and is being desired for a marquee event, the competent authority will perform sufficient analysis & checks on the technical capability/credentials of the bidders and comparison for each of the projects suggested by the bidder. Evaluation will be finally based on the decision of the competent authority.

Pre-Qualification Criteria

S. No.	Criteria	Documentary evidence
1	The agency should be a registered entity with minimum 5 years of existence on the Day of the submission of bid.	<ul style="list-style-type: none"> • Company profile • Certificate of incorporation under Company's Act 1956/2013. • Pan number • TAN number • GST registration
2	The agency should have a minimum turnover of INR 10 crore during any of the last 3 financial years out of the last 5 Financial years (i.e. 2021-22, 2020-21, 2019-20, 2018-19, 2017-18).	Original CA certificate Audited balance sheets any 3 years of last 5 financial years (i.e. 2021-22, 2020-21, 2019- 20, 2018-19 and 2017-18) to support the claim
3	<p>The agency must have successfully conceptualized & executed at least one similar project of minimum value of Rs. 5 crores at multiple locations simultaneously.</p> <p>(Which must include creative setup similar to the scope of work of the tender), in the last 5 years with the state or Central Government / PSU's.</p> <p>(The agency must clearly specify the execution and creative setup/work done at multiple locations simultaneously with supporting pictures).</p> <p>Creative setup refers to, but not limited to, Creative work in nature that requires thoughtful design and execution plan examples, but not limited to, Gantt charts, responsibility charts, designs etc.</p>	<p style="text-align: center;">Letter of award agreement contract/work order, completion certificate, duly certified by the authorized signatory of the bidding company.</p> <p style="text-align: center;">Event pictures & other supporting literature</p>
4	The agency must not be blacklisted/terminated/debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law.	Affidavit on stamp paper by the authorized signatory

The agency who fulfil the above pre-qualification criteria will be considered eligible bidder. Failure to comply with pre-qualifications criteria's shall render the bidder ineligible. The technical and financial proposal of in-eligible bidder shall not be considered.

NOTE: SUBMISSION OF FORGED DOCUMENTS WILL ALSO RESULT IN SUMMARY REJECTION OF THE BID.

TECHNICAL EVALUATION CRITERIA

Sr. No.	Evaluation Criteria	Maximum Marks
1	TECHNICAL CAPACITY OF THE BIDDER	
	Number of similar assignments in last 5 Years as shall be awarded marks as under: (minimum one assignment required to be eligible)	
1.1	Number of Additional Projects	Marks
	1 - 2 projects	5
	More than 2 projects	10
	Average turnover of last 3 years	Marks
1.2	10 Crore to 15 Crore	5
	More than 15 Crore	10
	Relevant experience in the field related to similar event conceptualization, management and execution at the multi-locations simultaneously	
	Similar Works (physical events only)	Marks
1.3	One similar assignment done simultaneously at multiple locations	5
	Two similar assignments done simultaneously at multiple locations	7
	Three or more similar assignments done simultaneously at multiple locations	10
1.4	Evaluation of alignment of Outreach Campaign proposed by the Agency in line with objectives of the event.	10
2	Conceptual plan for an event: Total execution plan for Conceptualise, Plan, Design, Organise, Produce, Coordinate, Direct, Manage, Publish, Execute and Deliver event.	
2.1	Concept and creative theme, exclusiveness and originality of Proposal: Design and execution plan of the event.	30
2.2	Methodology and understanding of the venues and addressing all	10

	issues pertaining to an event of this stature.		
2.3	Use of Technology and Innovative ideas.	10	
2.4	Credentials of the event team and experience in handling similar large format national events	10	
TOTAL MARKS (1+2)			100

The technical score (pe) for the technical proposal will be the arithmetic sum of the marks assigned to the bidders under each of the parameters listed above. The bidder is required to achieve a minimum technical score of 70 marks (benchmark score) for opening of financial bids.

EVALUATION METHODOLOGY

The financial proposals shall be given scores as follows:

- Financial score (pf) = $100 \times (\text{financial proposal of lowest bidder} / \text{financial proposal of bidder under consideration})$

The composite score shall be computed as follows:

- Composite score = $(pe \times 0.80) + (pf \times 0.20)$

The evaluation methodology will be based on quality and cost based selection method (QCBS), with 80% weightage on technical score and 20% weightage on financial score.

The bidder obtaining the highest composite score would be declared as the preferred bidder.

Terms of Payments:-

- WZCC would release 10% of the awarded amount along with work order against Bank guarantee of equal amount is mobilization advance at the time of the signing of the contract.
- 15% of the quoted /negotiated amount after the certification completion of work by successful bidder at the 2nd i.e. State level.
- 15% of the quoted /negotiated amount after the completion of work at the 3rd i.e. Zonal level.
- Remaining amount of the quoted/ negotiated amount after the successful completion of the event and after submission of final bill along with the completion report on the Event by the 2nd week of February, 2023.

The Agency will be responsible to deposit GST and any other statutory taxes with the appropriate authorities.

FRAUD AND CORRUPT PRACTICES

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the entire project duration.

Notwithstanding anything to the contrary contained herein, or in the LOA, the competent authority may reject a bid, withdraw the LOA, or terminate the association with the selected bidder, as the case may be, without being liable in any manner whatsoever to the bidder, if it determines that the bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the authority shall be entitled to forfeit and appropriate performance security, as damages, without prejudice to any other right or remedy that may be available to the competent authority under the bidding documents and/or the LOA, or otherwise.

Without prejudice to the rights of the successful bidder under the clause 'fraud and corrupt practices' herein above and the rights and remedies which the competent authority may have under the LOA, or otherwise if a bidder, is found by the competent authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOA or the project duration, such bidder shall not be eligible to participate in any tender or RFP issued by the WZCC for a period of 2 (two) years from the date such bidder, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

FOR THE PURPOSES OF THIS CLAUSE 'FRAUD AND CORRUPT PRACTICES', THE FOLLOWING TERMS SHALL HAVE THE MEANING HERE-IN-AFTER RESPECTIVELY ASSIGNED TO THEM:

B. **'Corrupt Practice'** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the successful bidder who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the successful bidder, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted under the clause 'performance security' (b) of this tender, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the project or the LOA, who at any time has been or is a legal, financial or technical adviser of the successful bidder in relation to any matter concerning the project;

C. 'Fraudulent Practice' means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

D. Arbitration

In case of any dispute WZCC may appoint an arbitrator, which would be accepted by the agency/firm. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be Udaipur

E. Indemnification Clause

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

E. Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time and in focus for the time being are applicable for this contract.

F. Forfeiture of Security Deposit

In case of any default by the agency after the award of work, Director, WZCC reserves the right to forfeit the security deposit submitted with WZCC at the time of empanelment.

FORCE MAJEURE

(i) Definition: For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

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

(iii) Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could nor reasonably have provided against before entering into the Contract.
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

Duty to Minimise Delay

Each Party shall at all time use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

G. ‘Coercive Practice’ means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

H. ‘Undesirable Practice’ means (i) establishing contact with any person connected with or employed or engaged by the successful bidder with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and;

I. ‘Restrictive Practice’ means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

DISCLAIMER

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of **West Zone Cultural Centre, Udaipur** (WZCC) under Ministry of Culture, Government of India. (herein after referred as the WZCC) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the **(West Zone Cultural Centre, Udaipur)** to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

This tender may not be appropriate for all persons, and it is not possible for the **(West Zone Cultural Centre, Udaipur)** and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders may be 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 **(West Zone Cultural Centre, Udaipur)** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The **(West Zone Cultural Centre, Udaipur)** and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory 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 tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

The **(West Zone Cultural Centre, Udaipur)** also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this tender. The **(West Zone Cultural Centre, Udaipur)** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this tender does not imply that the **(West Zone Cultural Centre, Udaipur)** is bound to select a bidder or appoint the selected bidder as the case may be, for the job and the **(West Zone Cultural Centre, Udaipur)** reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

APPENDIX A

COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

To:

REF: 'SELECTION OF AN AGENCY FOR THE DESIGN AND EXECUTION OF VANDE BHARATAM NRITYA UTSAV, 2023'.

BEING DULY AUTHORISED TO REPRESENT AND ACT ON BEHALF OF.....
(HEREINAFTER REFERRED TO AS 'THE BIDDER'), AND HAVING REVIEWED AND FULLY UNDERSTOOD ALL OF THE PROPOSAL REQUIREMENTS AND INFORMATION PROVIDED AND COLLECTED, THE UNDERSIGNED HEREBY SUBMITS THE PROPOSAL ON BEHALFOF (NAME OF BIDDER) FOR THE CAPTIONED PROJECT IN ONE (1) ORIGINAL, WITH THE DETAILS AS PER THE REQUIREMENTS OF THE TENDER DOCUMENT, FOR YOUR EVALUATION.WE CONFIRM THAT OUR PROPOSAL IS VALID FOR A PERIOD OF 60 Days FROM (INSERT PROPOSAL DUE DATE).

WE ALSO HEREBY AGREE AND UNDERTAKE AS UNDER:

NOTWITHSTANDING ANY QUALIFICATIONS OR CONDITIONS, WHETHER IMPLIED OR OTHERWISE, CONTAINED IN OUR PROPOSAL WE HEREBY REPRESENT AND CONFIRM THAT OUR PROPOSAL IS UNQUALIFIED AND UNCONDITIONAL IN ALL RESPECTS ANDWE AGREE TO THE TERMS OF THE PROPOSED SCOPE OF WORK, WHICH FORMS A PART OF THE TENDER DOCUMENT PROVIDED TO US. WE HEREBY CERTIFY AND CONFIRM THAT IN THE PREPARATION AND SUBMISSION OF OUR PROPOSAL, WE HAVE NOT ACTED IN CONCERT OR IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSON(S) AND ALSO NOT DONE ANY ACT, DEED OR THING WHICH IS OR COULD BE REGARDED AS ANTICOMPETITIVE.

YOURS FAITHFULLY,
FOR AND ON BEHALF OF
(NAME OF BIDDER)

DULY SIGNED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER
(NAME, TITLE AND ADDRESS OF
THE AUTHORIZED SIGNATORY)

FORMAT AND SIGNING OF BIDS

The bidder shall provide all the information as per this tender document. The will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare an electronic copy of the technical proposal (in PDF format) and submit in a pen drive with submission of the bid. Each proposal shall comprise the following:

TENDER FEE SUBMISSION

A. Title: "TENDER FEE DEMAND DRAFT"

B. Original DD in favour of the tendering authority as mentioned in this tender document

PART I SUBMISSION

A. Title: "PART 1 - TECHNICAL PROPOSAL"

B. Scanned copy of the DD for the tender fee;

C. Covering letter in the format set out in appendix a;

D. Details of the bidder in the format set out in Appendix B. The bidder has to declare the company profile such as memorandum & article of association of the company, etc. The documents to be submitted should also include the following:

i) Self-attested copy of registration;

ii) Self-attested copy of pan card;

iii) Self-attested copy of the GST in number;

iv) Self-attested copy of the company profile, along with the list of significant clients;

v) CA certificate (original) specifying the annual turnover for the last years in the format set out in Appendix E.

E. Power of attorney as per Appendix C, authorizing the signatory of the proposal to commit the bidder;

F. Technical proposal comprising:

i) Project data sheets & technical capacity of the bidder in the format set out in Appendix D, with supporting proofs as indicated in clause 'eligibility criteria and evaluation methodology';

ii) Affidavit regarding the non-debarment by any state/central government or their agencies, in the last five years;

iii) Affidavit, as enclosed in Appendix F;

iv) Technical presentation as per Appendix G.

v) Technical proposal in a pen drive.

PART II SUBMISSION

- A. Financial proposal will be separately submitted as per appendix H and marked as “PART 2 - FINANCIAL BID”
- B. The amount quoted in the financial bid must be exclusive of GST.
- C. Each page of the technical bid shall be numbered and signed by an authorized signatory of the bidder.

SUBMISSION OF BIDS

The bids shall be submitted only from the bid submission start date till the bid submission end date and time given in the tender document. Therefore, bidders are advised to submit the bid well in time.

The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. Being in a language other than English, a certified translation should accompany the documents as part of the tender. All proposals and accompanying documentation will become the property of the WZCC and will not be returned.

LATE BIDS

The bidder only, will be held responsible if his/her bids are not submitted in time due to any reasons.

It shall be deemed that prior to the submission of the proposal, the bidder has:

- A. Made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this tender document;
- B. Received all such relevant information as it has requested from the RFP, and;
- C. Made a complete and careful examination of the various aspects of the project.

The WZCC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

**APPENDIX B
DETAILS OF BIDDER**

(TO BE PROVIDED ON 'COMPANY LETTER HEAD')

1.	Name of the project	
2.	Name of the bidder firm	
3.	Registered office	Address (with pin code)
		TELEPHONE NOS. (WITH STD CODE)
		FAX NOS. (WITH STD CODE)
		E-MAIL ID
		WEBSITE
4.	GST No. (copy to be enclosed)	
5.	Pan card no (copy to be enclosed)	
6 A.	Name and designation of the chief executive of the firm	
6 B.	Address	
7 A.	Name and designation of the authority that is authorised to Sign the bid document	
7 B.	Address	
8.	Tender fee (details of the DD)	
9.	Other eligibility documents attached:	
9 A.	Documents in evidence of past experience	
9 A I.	List of important clients	
9 A II	Proof of such association like accreditations, memberships and certificates from Important past clients	

APPENDIX C

POWER OF ATTORNEY

(ON STAMP PAPER OF INR 100/-)

KNOW ALL MEN BY THESE PRESENTS, WE.(NAME AND ADDRESS

OF THE REGISTERED OFFICE) DO HEREBY CONSTITUTE, APPOINT AND AUTHORISE MR. /MS.(NAME AND RESIDENTIAL ADDRESS) WHO IS

PRESENTLY EMPLOYED WITH US AND HOLDING THE POSITION OF. 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 'SELECTION OF AN AGENCY FOR THE DESIGN AND EXECUTION OF VANDE BHARATAM NRITYA UTSAV, 2023'. INCLUDING SIGNING AND SUBMISSION OF ALL DOCUMENTS AND PROVIDING INFORMATION/ RESPONSES TO THE

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.

DATED THIS THE _____ DAY OF _____ 2022
FOR

(NAME AND DESIGNATION OF THE PERSON(S)
SIGNING ON BEHALF OF THE BIDDER)

ACCEPTED

(SIGNATURE)

(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

DATE:

NOTE:

To be executed only if the bidder is a company, agency or firm.

1. 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. Copy of such document should be submitted along with the power of attorney.

2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the bidder.

APPENDIX D

FORMAT FOR PROJECT DATA SHEET

NAME OF THE FIRM:

PROJECT NAME:		COUNTRY
PROJECT LOCATION WITHIN COUNTRY:		PROFESSIONAL STAFF PROVIDED BY THE FIRM:
NATURE OF CLIENT		NO. OF STAFF: NO. OF PERSONS
START DATE (MONTH/ YEAR)	COMPLETION DATE (MONTH / YEAR)	APPROX. VALUE OF SERVICES (IN INR):
NAME OF SENIOR STAFF INVOLVED AND FUNCTIONS PERFORMED:		
DESCRIPTION OF THE PROJECT:		
DESCRIPTION OF ACTUAL SERVICES PROVIDED:		

APPENDIX E

**FINANCIAL CAPACITY OF THE BIDDER
(CHARTERED ACCOUNTANT CERTIFICATE)**

BIDDER	ANNUAL TURNOVER				
		2019-20	2020-21	2021-22	AVERAGE ANNUAL TURNOVER

NAME & ADDRESS OF BIDDER:

INSTRUCTIONS:

THE BIDDER SHALL SUBMIT A CHARTERED ACCOUNTANT CERTIFICATE ONLY. THE CERTIFICATE SHOULD MENTION:

1. CA CERTIFICATION REGARDING ANNUAL TURNOVER FOR The FINANCIAL YEARS (2017-18, 2018-19, 2019-20, 2020-21, 2021-22)

APPENDIX F

AFFIDAVIT

(ON STAMP PAPER OF INR 100/-)

DATE:

TO:

REF: 'SELECTION OF AN AGENCY FOR THE DESIGN AND EXECUTION OF VANDE BHARATAM NRITYA UTSAV, 2023'.

DEAR SIR,

I/WE HEREBY DECLARE THAT STATEMENTS, PROJECT DOCUMENTS, CREDENTIALS, DOCUMENTARY EVIDENCES, FINANCIAL STATEMENTS AND OTHER TENDER DOCUMENTS IN THE PROPOSAL ARE TRUE, AUTHENTIC TO THE BEST OF MY/OUR KNOWLEDGE. I/WE HAVE NOT INCORPORATED ANY INFORMATION NOT UNDERTAKEN BY US, IN THE PROPOSAL. I/WE, FOR THE PURPOSE OF THE SAID TENDER, HAVE NOT FORGED, MISREPRESENTED & MISLED ANY INFORMATION THAT HAS NOT BEEN UNDERTAKEN BY US. FOR THE PURPOSE OF THE EVALUATION, THE WZCC, HAS THE RIGHT TO VERIFY THE AUTHENTICITY OF THE PROPOSAL SUBMITTED BY US.

I/WE FULLY UNDERSTAND THAT IN CASE OF FURNISHING ANY FALSE DOCUMENTS OR STATEMENTS, FORGING, MISREPRESENTATION & PRODUCING MISLEADING INFORMATION IN THE PROPOSAL, AND FAILURE TO ABIDE BY THE TERMS AND CONDITIONS OF THE TENDER, I/WE ARE LIABLE TO ANY ACTIONS THAT MAY BE TAKEN AGAINST US BY THE DIRECTOR WZCC.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF

(NAME OF BIDDER)

DULY SIGNED BY THE AUTHORISED

SIGNATORY OF THE BIDDER

(NAME, TITLE AND ADDRESS OF
THE AUTHORISED SIGNATORY)

APPENDIX G

GUIDELINES FOR TECHNICAL PRESENTATION

DETAILED PRESENTATION MUST INCLUDE BUT NOT LIMITED TO:

- COMPANY PROFILE & PAST SIMILAR PROJECTS & CLIENTS;
- DESIGNS OF PROJECTS DONE SPECIFICALLY FOR THE ACTIVATIONS OF THIS SCALE IN THE PAST;
- DESIGN AND EXECUTION PLAN AS PER THE SPECIFICATIONS LISTED IN THE SCOPE OF WORK;
- ON-GROUND EXECUTION STRATEGY, ANY CHALLENGES/CONCERNS W.R.T TO THE EXECUTION;
- DETAILS ON THE SAFETY STANDARDS TO BE FOLLOWED, TO ENSURE ABSOLUTELY NO DAMAGE TO THE PUBLIC PROPERTY.
- ANY ADDITIONAL INFORMATION RELEVANT TO THE SCOPE OF WORK.

APPENDIX H

FINANCIAL PROPOSAL SUBMISSION FORM

NOTE: FINANCIAL PROPOSAL (QUOTE) SHALL HAVE TO BE GIVEN IN THE EXCEL FORMAT

S. NO.	PARTICULARS	AMOUNT (RS)
1.	ORGANIZING OF "NAME OF THE EVENT" ON TURN KEY BASIS. (THE HEADWISE/ITEMWISE RATES MUST BE ENCLOSED AS PER SCOPE OF WORK)	
2	GST	
	TOTAL COST	

Amount (in words)

.....

Sign. With stamp

Name

Address

.....

Phone No./e mail.....

-----END OF DOCUMENT-----