



**Request for Proposal (RFP)**

**for**

**Empanelment of Event Management Agencies under Odia  
Language, Literature & Culture Department, Govt of  
Odisha.**

### **DISCLAIMER**

This Request for Proposal (RFP) for Empanelment of Event Management Agency for Odia Language literature and Culture Department (hereinafter referred to as the "RFP") contains brief information about the scope of work and qualification process for the Empanelment of Agencies. The purpose of the 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 Odia Language literature and Culture Department (OLL&CD) to the prospective Bidder/s or any other person. While all efforts have been made to ensure the accuracy of information contained in this RFP Document. This document does not 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. OLL&CD 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. OLL&CD 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 OLL&CD may deem fit without assigning any reason thereof.

OLL&CD reserves the right to accept or reject any or all proposals without giving any reasons thereof. OLL&CD 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. OLL&CD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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**Invitation Notice for Empanelment of Event Management Agencies**

No: 7031

Dated: 19/07/2025

Odia Language Literature and Culture Department (OLL&CD), Government of Odisha invites proposals from Event Management Companies / Firms for managing events of OLL&CD. Detailed Request for Proposal (RFP can be downloaded from <https://culture.odisha.gov.in/> from 22<sup>nd</sup> July 2025 and Last date for submission of sealed proposal is 11<sup>th</sup> August 2025.

*VSP/HW*  
19.7.25  
Director

Odia Language Literature and Culture Department

Memo No. 7032 / Date. 19/07/2025

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt. I&PR Department Govt. of Odisha, Bhubaneswar, Email: ipr.advt@gmail.com, iprnews@gmail.com for information and necessary action. He is requested to make suitable arrangement for publication of this notice once in two leading Odia daily and one English daily newspaper on or before 22<sup>nd</sup> July 2025 . The advertisement cost and space should be as minimum as possible preferably within 9cm x 7cm and bill may be submitted in duplicate along with copy of the publication in favour of Director, OLL&CD for necessary payment.

*VSP/HW*  
19.7.25  
Director

Odia Language Literature and Culture Department

**SECTION 1: Bid Data Sheet**

Authority	Odia Language Literature and Culture Department, Government of Odisha ( <i>hereinafter referred to as "Purchaser"</i> )
Official Address	Director of Culture, Sanskruti Bhawan Bhubaneswar,751014 Phone: 0674-2431945 Email: <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a>
Name of Document	RFP for Empanelment of Event Management Agencies for Odia Language Literature and Culture Department (OLL&CD)
Website for downloading RFP documents	<a href="https://culture.odisha.gov.in/">https://culture.odisha.gov.in/</a>
RFP Availability on Website	<b>22.07.2025</b>
Selection Method	Tenders for this empanelment contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 75% shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
Pre-bid Meeting to be held? If yes, Date, Time and Venue.	Yes <b>01.08.2025 at 12:30 PM</b> in Director of Culture, Sanskruti Bhawan Bhubaneswar,751014 Email: <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a> Phone: 0674-2431945
Pre-bid Queries	Pre-bid queries are to be sent to <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a> in .xlsx / .docx format only in the format provided at Section 3.5 on or before <b>30.07.2025 by 05.00 PM.</b>
EMD	INR 1,00,000/- (Rupees One Lakhs only) in the form of a Demand Draft / Banker's Cheque from any scheduled commercial bank, drawn in favour of the Director of Odia Language, Literature and Culture, payable at Bhubaneswar.
Proposal Submission Address	Director of Culture, Sanskruti Bhawan Bhubaneswar,751014 Email: <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a> Phone: 0674-2431945 Email ID: <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a>
Last Date of Submission of Proposal / Tenders	<b>11.08.2025 by 3.00 PM</b>
Opening of Prequalification & Technical Proposals	<b>13.08.2025 by 12.00 PM</b> at Sanskruti Bhawan ,OLL&CD Office, Bhubaneswar.
Opening of Financial Proposals	Not Applicable

RFP for Empanelment of Event Management Agencies under Odia Language, Literature & Culture Department,  
Govt of Odisha

Bid Validity Period	120 days from the date of opening of proposal.
Total Empanelment Period	3 years (36 months) from the date of issue of Empanelment Order.
RFP Document / Tender Fees	INR 11,200.00 in the form of a Demand Draft / Banker's Cheque from any scheduled commercial bank, drawn in favour of the Director of Odia Language, Literature and Culture, payable at Bhubaneswar.
Contact Person Details	Ms. Devjani Bhuyan Deputy Director Directorate of Culture, Government of Odisha, 2nd Floor, Sanskruti Bhawan, Museum Complex, Bhubaneswar -751014
Officer Inviting Proposal	Director of Culture, Sanskruti Bhawan Bhubaneswar,751014 Email: <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a> Phone: 0674-2431945 Mail Id : <a href="mailto:directorateofculture@gmail.com">directorateofculture@gmail.com</a>

## SECTION 2: ABOUT THE RFP

### 1. Background

#### 1.1. Brief about the Department

The Odia Language, Literature and Culture Department of the Government of Odisha plays a pivotal role in preserving and promoting the rich cultural heritage of the state. Its primary mandate is to safeguard and nurture the Odia language, literature, and various art forms that reflect the unique identity of Odisha. The department is committed to fostering a sense of pride and belonging among the people by celebrating the state's cultural diversity and historical legacy.

The department undertakes a wide range of activities to fulfill its objectives. It oversees the functioning of institutions like the Odisha Sahitya Akademi, Odisha Lalit Kala Akademi, and Odisha Sangeet Natak Akademi, which are dedicated to literature, visual arts, and performing arts, respectively. Additionally, it manages museums, archives, and libraries to preserve historical artifacts, manuscripts, and other cultural treasures. The department also organizes cultural festivals, workshops, and exhibitions to provide a platform for artists and scholars to showcase their talents and share their knowledge.

In recent years, the department has embraced modern technology to expand its reach and impact. Initiatives like digitizing rare manuscripts and creating online resources have made Odia literature and culture more accessible to a global audience. Furthermore, the department collaborates with educational institutions and cultural organizations to promote research and innovation in the field of arts and humanities. Through its multifaceted efforts, the Odia Language, Literature and Culture Department continues to play a crucial role in preserving the cultural essence of Odisha while adapting to the changing times.

#### 1.2. Brief about the Empanelment

The Department of Odia Language, Literature and Culture regularly organizes a variety of cultural events, festivals, workshops, and exhibitions aimed at preserving and promoting Odisha's rich heritage. To ensure the successful execution of these activities, the department regularly requires the expertise of professional event management agencies. Empanelment through a Request for Proposal (RFP) process will allow the department to identify and onboard agencies with proven capabilities, ensuring the highest standards of planning, coordination, and execution for its events. This structured approach will enhance the department's ability to seamlessly manage diverse activities and reach wider audiences.

The empanelment will bring multiple advantages, including greater efficiency, cost-effectiveness, and creative input. By collaborating with experienced agencies, the department can access innovative ideas and solutions tailored to its cultural objectives. Moreover, having a pool of empaneled agencies will allow the department to quickly mobilize resources, maintain consistency in quality, and ensure adherence to timelines for events of varying scales. This initiative will strengthen the department's ability to celebrate and share Odisha's cultural legacy on a broader platform while fostering inclusivity and participation.

### 2. Empanelment Process

The process of empanelment for event management agencies involves a meticulous and structured approach to ensure the selection of competent agencies that can deliver high-quality services. To streamline this process, the Purchaser will invite proposals in three **distinct categories**, based on the estimated value of work.

## 2.1. Categories for Empanelment

Category - A	For events more than Rs. 75 Lakhs
Category - B	For events of Rs. 25 Lakhs to 75 Lakhs
Category - C	For events of upto Rs. 25 Lakhs

Interested bidders will be required to submit their pre-qualification, technical, and financial proposals, providing details of their experience, capabilities, and pricing. This categorized system will allow the department to efficiently evaluate and allocate resources for events of varying scale and complexity.

- **Agencies empaneled for Category-A shall be automatically empaneled for Category-B & C. Similarly, Agencies empaneled for Category-B shall be automatically empaneled for Category- C.**
- Empanelment Period: **03 years (36 Months)** from the date of issuance of Empanelment Order. The Empanelment period may be extended for a term of another 1 year, subject to satisfactory performance of the services and upon mutual agreement.
- As and when required, the Directorate will call for financial proposals based on specific and final Terms of Reference to be published by the Directorate, from amongst the empaneled agencies in a particular category, depending on the value of the event(s).
- Agency / bidder with lowest cost (L1) in the financial proposal, for particular scope of work as and when called for by the Purchaser, shall be awarded with the particular work with respect to the specific terms of reference / scope of work. The Price Bid shall be submitted by Empaneled Agency on the e-tender portal of the Government of Odisha or through email / hardcopy as per the price bid format provided by OLL&CD during Limited Tender Enquiry.

## 2.2. Stages of Evaluation

**Pre-Qualification Stage:** The empanelment process begins with the evaluation of pre-qualification criteria, where bidders must demonstrate their eligibility based on predefined standards. Those who successfully clear the pre-qualification stage will proceed to the next stage.

**Technical Evaluation Stage:** In this stage, bidders' proposals will be scored on various parameters, such as experience, infrastructure, and compliance with the department's requirements. Only bidders who secure a minimum of 75% marks in the technical evaluation will be empaneled in each Category. This ensures that the department prioritizes quality and expertise while considering cost-efficiency.

**Empanelment Size:** The maximum number of agencies to be empaneled in each category will be **decided by the OLL&CD depending on the numbers of bids received in each category considering firms / agencies with highest technical scores.** In cases where two or more bidders secure the same scores for one or more than one empanelment position, the bidder(s) with the highest turnover amongst the bidders with equal technical scores will be empaneled.

## SECTION 3

### 3. Instruction to Bidders

#### 3.1. General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by Purchaser on the basis of this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred bidder status by Purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### 3.2. Compliant Proposals / Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - Comply with all requirements as set out within this RFP.

#### 3.3. Code of integrity

No official of the Purchaser or a bidder shall act in contravention of the codes which includes:

- Prohibition of:
  - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency,

fairness and the progress of the procurement process.

- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- Disclosure of conflict of interest.
- Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

### 3.4. Consortium / Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

### 3.5. Pre-Bid Meeting & Clarifications

#### a. Pre-bid Queries and Pre-bid Meeting

- If applicable as per the Bid Data Sheet placed at Clause 1 of this RFP, the Purchaser shall hold a pre-bid meeting with the prospective bidders on the date and time mentioned in the Bid Data Sheet at Clause 1 at the conference Hall of the Purchaser.
- The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Deputy Director only by email to [directorateofculture@gmail.com](mailto:directorateofculture@gmail.com) (with a copy to [tasuollcd@gmail.com](mailto:tasuollcd@gmail.com)) on or before the date and time mentioned in the Bid Data Sheet.
- The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

Sl. No.	RFP Document Reference(s) (Section & Clause No.)	RFP Document Page No.	Content of RFP requiring Clarification(s)	Query

- Purchaser shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

**b. Responses to Pre-Bid Queries and Issue of Corrigendum**

- The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website mentioned in bid data sheet.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

**3.6. Key Requirements of the Bid**

- **Right to Terminate the Process**
  - Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
  - This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.
- **RFP Document Fees**
  - RFP document can be downloaded from the website(s) mentioned in the Bid Data Sheet. The bidders are required to pay the document Fee through the medium or mode mentioned in the bid data sheet.
  - Proposals received without or with inadequate RFP Document fees shall be rejected.
- **Earnest Money Deposit**
  - Bidders shall submit, along with their Bids, EMD, as specified in Bid Data Sheet, may be furnished.
  - EMDs of all unsuccessful bidders would be refunded by Purchaser within 45 days after award of work to empanelled agencies. The EMD, for the amount mentioned above, of successful bidders would be returned upon submission of Performance Bank Guarantees.
  - The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
  - The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
  - The EMD may be forfeited:
    - If a bidder withdraws its bid during the period of bid validity.
    - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
    - If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
    - The Bidder being found to have indulged in any suppression of facts, furnishing of

fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

### **3.7. Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.8. Language & Currency**

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

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

### **3.9. Submission of Proposals**

#### **3.9.1. General Instruction to Bidders**

- The bidders should submit their responses as follows:
  - a. Response to Pre-Qualification Criteria
  - b. Technical Proposal
- The Response to Pre-Qualification criteria, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through physical mode as mentioned in the Bid Data Sheet.
- Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
- The proposal / bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- In case of any discrepancy observed by Purchaser in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, Purchaser may ask the bidder for resubmission of such documents.

#### **3.9.2. Authentication of Proposal:**

- The proposal should be accompanied by a Power of Attorney (PoA) as per the format provided in the RFP or Board Resolution in the name of the authorized signatory of the proposal.
- Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding Company

### 3.9.3. Instructions for Submission

- Bidder must submit their proposals by Registered Post / Speed Post / Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bid Data Sheet. The Purchaser will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the authorized representative of the bidder, page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Purchaser will not consider any proposal that arrives after the deadline as prescribed in the Bid Data Sheet. Any Proposal received after the deadline will be out rightly rejected.
- The procedure for submission of the proposal is described below:
  - **Pre-Qualification and Technical Proposal (Original + Soft Copy in pdf format in pen drive):** The envelope containing technical proposal shall be SEALED AND SUPERSCRIBED as “**Technical Proposal – Empanelment of Event Management Agencies under Odia Language, Literature & Culture Department, Govt of Odisha**”, **Catagory <<Catagory Type.>> and “DO NOT OPEN BEFORE <<DATE AND TIME OF OPENING OF TECHNICAL BID>>”**. The duly filled-in technical proposal submission forms, soft copy in pdf format in pen drive along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.
  - In case a bidder submits the financial bid or any part thereof in the technical bid, such bids will be summarily and immediately rejected and EMD of such bidders will be forfeited.

### 3.10. Opening & Evaluation of the proposal

#### 3.10.1. Opening of Proposals

- The Proposals submitted up to the date and time mentioned in the Bid Data Sheet will be opened on the date and time mentioned for Opening of Technical Proposal in the Bid Data Sheet by Proposal Evaluation Committee. The representatives of the bidders, who are to be present at the time of opening, shall submit their email request to [directoratoefculture@gmail.com](mailto:directoratoefculture@gmail.com) (with a copy to [tasuolld@gmail.com](mailto:tasuolld@gmail.com)).

#### 3.10.2. Proposal Validity

- The proposals submitted by the bidders should be valid for minimum period as stated in the Bid Data Sheet.

#### 3.10.3. Deviations

- Proposals submitted by the bidders should be without any deviations from the terms and conditions mentioned in this RFP.
- In the event that any bidder submits a proposal with any deviations whatsoever, the bid / proposal of those particular bidders will be summarily rejected.

#### 3.10.4. Evaluation of Proposals

- Purchaser will constitute a Proposal Evaluation Committee to evaluate the responses of the

bidders

- The Proposal Evaluation Committee so constituted shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Proposal Evaluation Committee may seek clarifications from the bidders on their proposals, if required.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
  - are not submitted as specified in the RFP document.
  - are found with suppression of details.
  - with incomplete information, subjective, conditional offers and partial offers submitted.
  - submitted without the documents requested in the checklist.
  - with lesser validity period.
- All responsive Bids will be considered for further processing as below:
  - The Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

### **3.11. Criteria for Evaluation**

Proposals for this empanelment contract will be assessed in accordance with Highest Score Selection system. Technical bid of those bidders who qualify in Pre-Qualification Stage shall be opened. Empanelment will be awarded for those bidders who qualify in Technical Stage with a minimum of 75 marks and also secure the highest technical scores amongst the participating bidders. However, regional/local bidders meeting the eligibility criteria are being encouraged to participate in the bidding process.

All bids will primarily be evaluated based on Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals based on information provided by the bidder, considering the following factors:

- Overall completeness and compliance with the requirement;
- Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents;
- Any other relevant factors, if any, listed in RFP document or the Purchaser deems necessary or prudent to take into consideration;

To facilitate the technical proposal evaluation, the Pre-qualification criteria and Technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Technical Bids of only the successful pre-qualifiers will be opened for evaluation and bidders securing more than 75% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of firms which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for empanelment.

### **3.12. Pre-Qualification Criteria**

**The Bidder must meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.**

Bidder should submit documentary evidence in respect of all below mentioned criteria while submitting the proposal. Bidders whose proposal does not fulfill the below mentioned criteria or who fail to submit documentary evidence to satisfaction would be rejected.

**\*\*\*\*\* intentionally left blank \*\*\*\*\***

Particulars	Category A (Refer table 1.1)	Category B (Refer table 1.1)	Category C (Refer table 1.1)	Supporting Document
<b>Legal Entity</b>	A Company / Firm / LLP should be registered in India for a period of at least five (5) years at the time of bid submission with experience in similar work as on the last date of bid submission.	A Company / Firm / LLP should be registered in India for a period of at least three (3) years at the time of bid submission with experience in similar work as on the last date of bid submission.	A Company / Firm / LLP should be registered in India for a period of at least two (2) years at the time of bid submission with experience in similar work as on the last date of bid submission.	Copy of <b>Certificate of Incorporation</b> and copy of any Purchase Order of similar work dated 7 or 5 or 2 years earlier from date of bid submission as per the applicable category, along with proof of execution of work (client certificate of completion). Copy of <b>PAN &amp; GST registration</b> duly attested by authorized bid signatory.
<b>Financial Capability</b>	The minimum average annual turnover of the bidder shall be at least Rs. 1.20 Crores or above from the last 3 financial years viz are FY 2021-22, 2022-23 & 2023-24 ending 31st March 2024.	The minimum average annual turnover of the bidder shall be at least Rs. 50 Lakhs or above from the last 3 financial years viz are FY 2021-22, 2022-23 & 2023-24 ending 31st March 2024.	The minimum average annual turnover of the bidder shall be at least Rs. 25 Lakhs or above from the last 3 financial years viz are FY 2021-22, 2022-23 & 2023-24 ending 31st March 2024.	<b>Valid proof of office in Odisha</b> (utility bill, etc.) along with full address duly attested by the authorized bid signatory. <b>Certificate from Statutory Auditor/ Chartered Account</b> certifying the average annual turnover of the firm. Copies of <b>Audited Financial Statements</b> for respective FYs.
<b>Technical Capability</b>	The bidder should have <b>positive net worth</b> as on March 31, 2024			<b>Note-If a bidder submits audited financial details for the financial year 2024-25, the average annual turnover shall be calculated based on the financial years 2022-23, 2023-24, and 2024-25</b>
	The bidder must have successfully completed <b>similar work</b> during last five financial years (FYs 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) in India and up to bid submission date as per below	The bidder must have successfully completed <b>similar work</b> during last three financial years(FYs 2021-22, 2022-23 & 2023-24) in India and up to bid submission date as per below criteria:	The bidder must have successfully completed <b>similar work</b> during last two financial years (FYs 2022-23 & 2023-24) in India and up to bid submission date as per below criteria:	Copy(ies) of Purchase / Work Orders / Contract Agreements for relevant assignments Completion Certificates from clients.

Particulars	Category A (Refer table 1.1)	Category B (Refer table 1.1)	Category C (Refer table 1.1)	Supporting Document
	criteria: 1. <b>Three similar completed works</b> costing not less than Rs. 30 Lakhs each (30% of estimated value of Rs. 01 Crore) <b>OR</b> 2. <b>Two similar completed works</b> not less than Rs. 50 Lakhs each (50% of estimated value of Rs. Rs. 01 Crore); <b>OR</b> 3. <b>One similar completed work</b> costing not less than Rs. 80 lakhs each (80% of estimated value of Rs. Rs. 01 Crore).	1. <b>Three similar completed works</b> costing not less than Rs. 22.50 Lakhs each (30% of estimated value of Rs. 75 Lakhs) <b>OR</b> 2. <b>Two similar completed works</b> costing not less than Rs. 37.50 Lakhs each (50% of estimated value of Rs. 75 Lakhs); <b>OR</b> 3. <b>One similar completed work</b> costing not less than Rs. 60 Lakhs (80% of estimated value of Rs.75 Lakhs).	1. <b>Three similar completed works</b> costing not less Rs. 7.5 Lakhs each (30% of estimated value of Rs. 25 Lakhs) <b>OR</b> 2. <b>Two similar completed works</b> costing not less Rs. 12.5 Lakhs each (50% of estimated value of Rs. 25 Lakhs); <b>OR</b> 3. <b>One similar completed work</b> costing not less Rs. 20 Lakhs (80% of estimated value of Rs. 25 Lakhs ).	Certificate from Statutory Auditor / Chartered Account stating the fees received from client for each cited work / assignment.
	<p><b>Similar Work:</b> 'Similar Completed Work' means projects successfully executed by the bidder which is completed in all respects and for which client has issued a completion certificate for satisfactory performance, that are comparable in scope, nature, and complexity to, but is not limited to, event management services for cultural programs, festivals, workshops, exhibitions, conferences, or any other events that involved planning, coordination, execution, and logistical support on a scale consistent with the requirements of the Department of Odia Language, Literature and Culture.</p>			
<b>Non-Blacklisting / Non-Debarment</b>	Bidder must not stand declared ineligible/blacklisted/ banned/ debarred by any PSU/Ministry/ Govt. organization from participation in its Tender Processes in last two years period.			Undertaking to be submitted on letterhead of the company duly signed by Authorized bid signatory, as per the format provided in the RFP
<b>Resources</b>	The bidder should have <b>at least 15</b> full time technical / management employees in event management services in India on its payroll as on	The bidder should have <b>at least 10</b> full time technical / management employees in event management services in India on its payroll as on	The bidder should have <b>at least 05</b> full time technical / management employees in event management services in India on its payroll as on	Undertaking to be submitted on the letterhead of the firm duly signed by the HR Head of the firm.

<b>Particulars</b>	<b>Category A (Refer table 1.1)</b>	<b>Category B (Refer table 1.1)</b>	<b>Category C (Refer table 1.1)</b>	<b>Supporting Document</b>
	date of submission of bid.	date of submission of bid.	date of submission of bid.	

The Purchaser reserves the right to de-empanel a firm in case, any empanelled firm is blacklisted by any Government/PSU in India at any point of time during the period of empanelment.

### 3.13. Technical Evaluation Criteria

- Detailed technical evaluation will be carried out for those bidders who qualify the Pre-Qualification Stage as detailed in 3.12 above as per below criteria.
- Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) marks.
- The bidder must score minimum 75 marks in this detailed technical evaluation stage to be eligible for opening of Financial Bids.
- However, if the Purchaser does not receive sufficient applications for the minimum qualifying marks of 75, then the Purchaser reserves the right to reduce the qualifying marks. The proposal of Bidder, who has not obtained the minimum qualifying marks, will be rejected.

#### For Empanelment in Category A

Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
1	Existence in India	Total Years of Experience as Event Management Agency in India:  5 years : 05 marks 5 – 7 years : 08 marks More than 7 years : 10 marks	10	Copy of <b>Certificate of Incorporation</b> and copy of any Purchase Order of similar work along with proof of execution of work (client certificate of completion).
2	Experience	Event management projects of similar nature across any State or Central Government, Local Bodies or any PSUs.  0 – 5 Projects : 05 marks 6 – 10 Projects : 08 marks More than 10 Projects : 10 marks  Extensions in existing projects with same client and consecutive time period will be counted as 1 project only.	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).
3	Experience	Event management projects of similar nature of value equal to or more than Rs. 75 Lakhs across any State or Central Government, Local Bodies or any PSUs.  0 – 5 Projects : 05 marks 6 – 10 Projects : 08 marks More than 10 Projects : 10 marks	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).
4	Revenue	Average annual turnover of the bidder for last three financial years.  Upto 1.5 Crores : 05 marks 1.5 Crores – 03 Crores : 08 marks More than 03 Crores : 10 marks	10	Certificate from Statutory Auditor certifying the average annual turnover of the firm.

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Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
5	Net worth	Net worth The bidder's net worth till 31.03.2024 • 5 marks for Rs.50 lakhs. Additional 1 mark for every additional Rs.5 Lakhs subject to maximum 10 marks.	10	Certificate from the auditor/CA mentioning the total net worth of the company.
6	No. of employees	No. of technical / management employees on direct payroll in the areas of management, concept designers, production staff, event managers, videographers, copywriters, graphic designers, etc.  10 – 15 employees : 05 marks 16 – 25 employees : 08 marks More than 25 employees : 10 marks	10	Undertaking to be submitted on letterhead of the firm duly signed by the HR Head of the firm.
7	Presentation	<ul style="list-style-type: none"> <li>• Presentation reflecting Concept, Proposed Methodology &amp; Work Plan to develop Odia Language, Literature and Culture Department as a brand</li> <li>• Recent Work Done for event organizing etc. and past track record.</li> <li>• Creative and innovative approach to event concepts, incorporating technology and key elements.</li> <li>• Understanding about Odia Language Literature and Culture Department and its requirements</li> </ul>	40	Evaluation will be based on the quality of presentation.  <b>[Max. 15 slides]</b>  <b>Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation at a notified date, time and location.</b>
<b>TOTAL MARKS</b>			100	
<b>QUALIFYING MARKS</b>			75	

**For Empanelment in Category B**

Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
1	Existence in India	Total Years of Experience as Event Management Agency in India:  0- 2 years : 05 marks 2 – 5 years : 08 marks More than 5 years : 10 marks	10	Copy of <b>Certificate of Incorporation</b> and copy of any Purchase Order of similar work along with proof of execution of work (client certificate of completion).
2	Experience	Event management projects of similar nature across any State or Central Government, Local Bodies or any PSUs.  0 – 3 Projects : 05 marks 4 – 8 Projects : 08 marks More than 8 Projects : 10 marks  Extensions in existing projects with same	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).

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Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
		client and consecutive time period will be counted as 1 project only.		
3	Experience	Event management projects of similar nature of value equal to or more than Rs.30 Lakhs across any State or Central Government, Local Bodies or any PSUs. 0 – 3 Projects : 05 marks 4 – 8 Projects : 08 marks More than 8 Projects : 10 marks	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).
4	Revenue	Average annual turnover of the bidder for last three financial years.  Upto 50 Lakhs : 05 marks 50 Lakhs – 01 Crore : 08 marks More than 01 Crore : 10 marks	10	Certificate from Statutory Auditor certifying the average annual turnover of the firm.
5	Net worth	Net worth The bidder's net worth till 31.03.2024 • 5 marks for Rs.25 lakhs. Additional 1 mark for every additional Rs.5 Lakhs subject to maximum 10 marks.	10	Certificate from the auditor mentioning the total net worth of the company.
6	No. of employees	No. of technical / management employees on direct payroll in the areas of management, concept designers, production staff, event managers, videographers, copywriters, graphic designers, etc.  5 – 10 employees : 05 marks 11 – 20 employees : 08 marks More than 20 employees : 10 marks	10	Undertaking to be submitted on letterhead of the firm duly signed by the HR Head of the firm.
7	Presentation	<ul style="list-style-type: none"> <li>• Presentation reflecting Concept, Proposed Methodology &amp; Work Plan to develop Odia Language, Literature and Culture Department as a brand</li> <li>• Recent Work Done for event organizing etc. and past track record.</li> <li>• Creative and innovative approach to event concepts, incorporating technology and key elements.</li> <li>• Understanding about Odia Language Literature and Culture Department and its requirements</li> </ul>	40	Evaluation will be based on the quality of presentation.  <b>[Max. 15 slides]</b>  <b>Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation at a notified date, time and location.</b>
<b>TOTAL MARKS</b>			100	
<b>QUALIFYING MARKS</b>			75	

**For Empanelment in Category C**

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Govt of Odisha

Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
1	Existence in India	Total Years of Experience as Event Management Agency in India:  3 years : 05 marks 3 – 5 years : 08 marks More than 5 years : 10 marks	10	Copy of <b>Certificate of Incorporation</b> and copy of any Purchase Order of similar work along with proof of execution of work (client certificate of completion).
2	Experience	Event management projects of similar nature across any State or Central Government, Local Bodies or any PSUs.  0 – 3 Projects : 05 marks 4 – 8 Projects : 08 marks More than 8 Projects : 10 marks  Extensions in existing projects with same client and consecutive time period will be counted as 1 project only.	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).
3	Experience	Event management projects of similar nature of value equal to or more than Rs. 10 Lakhs across any State or Central Government, Local Bodies or any PSUs.  0 – 3 Projects : 05 marks 4 – 8 Projects : 08 marks More than 8 Projects : 10 marks	10	Purchase / Work Order or Contract Agreement of similar work along with proof of execution of work (client certificate of completion).
4	Revenue	Average annual turnover of the bidder for last three financial years.  Upto 10 Lakhs : 05 marks 10 Lakhs – 20 Lakhs : 08 marks More than 20 Lakhs : 10 marks	10	Certificate from Statutory Auditor certifying the average annual turnover of the firm.
5	Net worth	Net worth The bidder's net worth till 31.03.2024 • 5 marks for Rs.05 lakhs. Additional 1 mark for every additional Rs.3 Lakhs subject to maximum 10 marks.	10	Certificate from the auditor mentioning the total net worth of the company.
6	No. of employees	No. of technical / management employees on direct payroll in the areas of management, concept designers, production staff, event managers, videographers, copywriters, graphic designers, etc.  4 – 8 employees : 05 marks 8 – 15 employees : 08 marks More than 15 employees : 10 marks	10	Undertaking to be submitted on letterhead of the firm duly signed by the HR Head of the firm.
7	Presentation	• Presentation reflecting Concept, Proposed Methodology & Work Plan to develop Odia Language, Literature and Culture Department as a brand	40	Evaluation will be based on the quality of presentation.  <b>[Max. 15 slides]</b>

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Sl. No.	Criteria	Sub-Criteria	Total Marks	Documentary Evidence Required
		<ul style="list-style-type: none"> <li>• Recent Work Done for event organizing etc. and past track record.</li> <li>• Creative and innovative approach to event concepts, incorporating technology and key elements.</li> <li>• Understanding about Odia Language Literature and Culture Department and its requirements</li> </ul>		<p><b>Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation at a notified date, time and location.</b></p>
<b>TOTAL MARKS</b>			100	
<b>QUALIFYING MARKS</b>			75	

Note: Mere empanelment with Department of OLL&C, Govt. of Odisha does not guarantee allocation of work.

## SECTION 4

### 4. General Terms and Conditions

#### 4.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- The 'Contract' means the agreement entered into between the Department of Odia Language, Literature and Culture, Government of Odisha and the selected empaneled agency(s) including all the attachments and appendices thereto and all documents incorporated by reference therein.
- "The Purchaser" means the Department and Directorate of Odia Language Literature and Culture / Government of Odisha.
- The "Selected Agency" means Agency which is empaneled through the RFP process i.e. empaneled agency.
- "Day" means Govt. of Odisha working day.
- "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- "Man-Month" means one resource working for 1 month (Calendar working days as per GoO).

#### 4.2. Issuance of Work

- Post completion of empanelment process and award of empanelment letter to the empaneled Bidders, the list of empanelled Bidders under each category will be published by Purchaser.
- Purchaser may place the work orders on the empanelled Bidders as per its requirements from time to time pursuant to the empanelment letter.
- The work order may encompass the complete scope of work or may require few Services. Depending on the requirement, (i) the work orders may be placed to any 1 (one) of the empanelled Bidders; or (ii) the work orders may be placed to more than 1 (one) of the empanelled Bidders depending on the project requirement; or (iii) the specific Terms of Reference (TOR) may be given to more than 1(one) empanelled Bidders for their proposals for the specific scope of work in accordance with the terms of the commercial bid and the contract.

#### 4.3. Performance Security

For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the empanelment which shall not be later than 30 (thirty) days from the issue of the Letter of Empanelment ("LOE"), furnish to the Purchaser, a performance security in the form of an irrevocable Bank Guarantee on a ₹ 200 Non Judicial stamp paper from a Nationalized or Scheduled Commercial Bank situated in Bhubaneswar in favour of 'Director of Odia Language, Literature and Culture, Sanskruti Bhawan, Bhubaneswar' as per the format provided at Annexure – II and for an amount mentioned in the table below as per empanelled category, which shall be valid for a period of 90 days (3 months) post completion of Empanelment

contract duration, i.e., period of 3 months beyond the empanelment period.

The empanelled agency must separately provide a Performance Bank Guarantee (PBG) against the cost mentioned of the issued Work Order to the selected empanelled agency who has been issued work under the empanelment. This PBG shall be valid for a period of 90 days (3 months) post completion of work order. This performance guarantee will be released 90 days post successful completion of the Work Order, i.e., period of 3 months beyond the empanelment period.

It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is not intended to cover all the damages detailed / stipulated in various clauses in the Contract document.

Should the assignment period, for whatever reason be extended, the bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Purchaser before the expiry date of the Bank Guarantee originally furnished.

The Performance Security (Security Deposit) shall be **5 (five) %** of the approved project cost and the same shall be in the form of Bank Guarantee from a Nationalized/Scheduled Bank based in Bhubaneswar in favour of the **Director of Odia Language, Literature and Culture, Sanskruti Bhawan, Bhubaneswar, Odisha payable at Bhubaneswar**. BG issued by the banks outside the Bhubaneswar are to be counter guaranteed by the Local Branch.

#### **4.4. Award Criteria / Duration**

After issue of empanelment letters to the selected bidders, the bidders have to sign an agreement with Purchaser for empanelment. Contract would be signed taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Agreement (SA) would be signed for entire period.

The empanelment will be for a period of three (3) years. However, authority reserves right to extend the empanelment period for another one (1) year with mutually agreed rates and other terms. During this period the empanelled agency will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Department. In case, the firm is blacklisted by any Government / PSU / Autonomous body in India during the period of empanelment, Purchaser reserves right to de-empanel the firm.

#### **4.5. Right to Accept Any Proposal & Reject Any / All Proposal(s)**

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

#### **4.6. Purchaser's Procurement Rights**

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- Amend, modify, or cancel this tender and to reject any or all proposals without assigning

any reason.

- Change any of the scheduled dates stated in this tender.
- Reject proposals that fail to meet the tender requirements.
- Exclude any of the module(s)
- Remove any of the items at the time of placement of order.
- Increase or decrease scope of work and supply under this project.
- Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- Make typographical correction or correct computational errors to proposals.
- Request bidders to clarify their proposal.

#### **4.7. Commencement of Work**

- 4.7.1. Within 1 week from the date of signing the Contract between the Empanelled Agency and the Purchaser, the Empanelled Agency shall be ready to work as a service provider to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Empanelled Agency shall be ready to deploy its personnel, if called for, preferably within 1 week from award of any contract by department based on this empanelment. However, if required, time for deployment of personal may be finalised / extended by department in consultation with respective empanelled agency. Penalty, if any, for the delay in execution shall be calculated accordingly.
- 4.7.2. Empanelled Agency should deploy personnel and materials, if required under specific scope of work, with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person / persons or materials who/which do not have and/or exhibit sufficient expertise and experience or quality in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 4.7.3. Failure on the part of the Empanelled Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Empanelled Agency all losses / or other damages that may have resulted from such failure.
- 4.7.4. All the staffs as proposed deployed under this contract agreement full time basis only.

#### **4.8. Standard of Performance**

The Selected 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 Selected Bidder shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to the DIT, and shall at all times support and safeguard OLL&CD's legitimate interests in any dealings with third Parties.

#### **4.9. Liquidated Damages**

- 4.9.1. Liquidated damages may be imposed on the successful bidder (whose bid will be accepted after price evaluation) by the OLL&CD in case of the following:

- a. Any service is not found as per the prescribed norms or is not carried out in time,
- b. Damages incurred to the property of venue of event (such as damage to civil works, finishing works etc.) during discharge of bidder's duties

4.9.2. The value of liquidated damages shall be decided by OLL&CD as per the actual cost of damaged goods or non-provided services. In the case of dispute on the value of liquidated damages, the decision of OLL&CD shall be final and binding.

4.9.3. If the Selected Bidder delays the work or the work is not satisfactory, OLL&CD may execute the work at risk and at the cost of the Selected Bidder from any other selected agency.

#### **4.10. Termination of Contract**

4.10.1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.

4.10.2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
- In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
- The performance of the selected agency is not satisfactory.
- The Selected Agency has neglected or failed to observe and perform all or any of the terms, acts, matters or things under this Contract to be observed and performed by it.
- The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
- The Selected Agency has been declared insolvent/bankrupt.

4.10.3. Consequences of Termination:

- The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting another Empanelled Agency.
- In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be

- obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.
- The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
  - When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

#### **4.11. Use of Contract Documents and Information**

- 4.11.1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.
- 4.11.2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract

#### **4.12. RFP Prices and Taxes**

- 4.12.1. The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source.
- 4.12.2. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser
- 4.12.3. It is the clear understanding of the Selected Agency that the complete scope as defined or as

may be required for the intended objective is included. No extra payment apart from the quoted Rate will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

4.12.4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

#### **4.13. Indemnity**

4.13.1. The Selected Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
- Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
- Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof.

4.13.2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

4.13.3. The Bidder shall specify the Branch/ Location from which they will raise the bill and in whose favour payment will be released.

4.13.4. The Purchaser shall indemnify the Selected Agency from and against any costs, loss, damages, expenses, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the contract period out of:

- Any negligence or wrongful act or omission by the Purchaser or any third party associated with Purchaser in connection with or incidental to this Contract or;
- Any breach of any of the terms of this Contract by the Purchaser, the Purchaser's Team or any third party

#### **4.14. Limitation of Liability**

4.14.1. Except in case of gross negligence or wilful misconduct:

- Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and
- Maximum liability of Selected Agency for any assignment will be limited to total value of the contract excluding taxes and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.
- Selected Agency shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by purchaser or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser, Selected Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the

additional period shall be equal to the amount of time for which Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser. Selected Agency shall be entitled to invoice Purchaser for Selected Agency incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Purchaser.

- Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

#### **4.15. Conflict of Interest**

4.15.1. Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Bidder under any of the circumstances set forth below:

- **Conflicting Assignment / job:** A bidder or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may conflict with this Assignment / job of the bidder to be executed for the same Purchaser.
- **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the OLL&CD staff who is directly or indirectly involved in any part of the preparation of the Terms of Reference of the Assignment/job, the selection process for such Assignment/job, or supervision of the Empanelment may not be awarded an Empanelment, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to OLL&CD.

4.15.2. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of OLL&CD, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Empanelment.

#### **4.16. Fraud and Corruption**

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

- a. "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 empanelment execution.
- b. "Fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of an empanelment.
- c. "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.
- d. "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 empanelment.

#### **4.17. Measures to be Taken**

OLL&CD will cancel the Empanelment if representatives of the Selected Bidders are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Empanelment. OLL&CD will sanction the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded an empanelment 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 empanelment.

#### **4.18. Changes of Orders**

4.18.1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.

4.18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.

4.18.3. Procedure of Change Orders:

- Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
- In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- In either of the two cases above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
- If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
- If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the GoO.

#### **4.19. Force Majeure Condition**

For the purposes of this Empanelment, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under 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 Workers or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Empanelment 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.

#### **4.20. No Breach of Empanelment**

The failure of a Party to fulfil any of its obligations under the Empanelment shall not be considered to be a breach of, or default, under this Empanelment in so far 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 Empanelment, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **4.21. Modification and Withdrawal**

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

#### **4.22. Patent Rights**

The selected agency shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the selected agency of the same and the selected agency shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

#### **4.23. Confidentiality**

Except with prior written consent, the Selected 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 Selected 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 Empanelment, neither of the parties may disclose to third parties the contents of the Empanelment 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 Empanelment, (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 Empanelment, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 3 months from the date of termination of the Empanelment.

#### **4.24. Documents prepared by the Selected Bidder**

- 4.24.1. All deliverables in the form of data, software, designs, utilities, models, systems and other methodologies and know-how submitted by the Bidder under this Empanelment shall, not later than upon termination or expiration of this Empanelment, be delivered to the OLL&CD, together with a detailed inventory thereof.
- 4.24.2. Except as otherwise permitted by the Empanelment, neither of the parties may disclose to third parties the contents of the Empanelment 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 Empanelment, (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 Empanelment, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

#### **4.25. Accounting**

The Selected 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.

#### **4.26. Term and Extension of the Period of Contract**

- 4.26.1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment.
- 4.26.2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
- 4.26.3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 4.26.4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

#### **4.27. Obligation to Carry out Purchaser's Instructions**

The Bidder shall satisfy the purchaser or its appointed inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

#### **4.28. Resolution of Disputes**

- 4.28.1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 4.28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Director, Directorate of OLL&C, Government of Odisha for resolution.
- 4.28.3. If, after thirty (30) days from the commencement of such reference, Director, Directorate of OLL&C, Government of Odisha have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Principal Secretary to the Government, Department of OLL&C, Govt. of Odisha.
- 4.28.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

#### **4.29. Interpretation of Documents:**

OLL&CD will have the sole discretion in relation to:

- a. The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- b. All decisions in relation to the evaluation of Proposals.
- c. OLL&CD will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

Any and all corrigenda / addenda / clarifications released post publication of this RFP shall be deemed to be an integral part of this RFP and should be read in conjunction with this RFP.

#### **4.30. Jurisdiction**

Legal cases / Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

#### **4.31. Obligation to Carry out Purchaser's Instructions**

The Empanelled Bidders shall also satisfy OLL&CD that adequate provision will be made to carry out the instructions fully in short notice and with prompt attitude.

#### **4.32. Circumstances of Blacklisting**

Blacklisting of a business concern/entity or supplier may be resorted to in following cases: -

- i. If security consideration of the state i.e. any action that jeopardize the security of the State.
- ii. If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iii. If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU. If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OLL&CD has received notice from the concerned department of Central / State Govt.
- iv. If submission of false/fabricated/forged documents or Suppression of Information or submission of false information for consideration of a tender
- v. Any other violation as may be decided by the competent authority (MD)

## SECTION 5

### 5. About Odia Language Literature & Culture Department

OLL&CD is seeking to empanel Event Management Agencies to conceptualize, plan and execute various events as per the calendar of events decided by the Department and the Government of Odisha. This empanelment of the successful event management agencies will be from the date of issuance of Empanelment Letter and will be valid for a period of 03 years. The Empanelment period may be extended for a term of another 1 year, subject to satisfactory performance of the services and upon mutual agreement.

The small, medium, and large-scale events, the OLL&CD is seeking to organize and execute, falls under the following offices:

#### Subordinate Offices under the Department of Odia Language Literature and Culture, Government of Odisha

Sl.	Directorate/Office
1.	Directorate of Odia Language, Literature and Culture
2.	Odia Bhasa Pratisthan, Bhubaneswar
3.	Odisha Institute of Maritime and South-East Asian Studies
4.	Odisha State Archaeology, Bhubaneswar
5.	Utkal Sangeet Mahavidyalaya, Bhubaneswar
6.	Odisha Sahitya Academy, Bhubaneswar
7.	Odisha State Archives, Bhubaneswar
8.	Odisha Sangeet Natak Academy, Bhubaneswar
9.	Odisha Lalit Kala Academy, Bhubaneswar
10.	Odisha Urdu Academy, Bhubaneswar
11.	Guru Kelucharan Mohapatra Odissi Research Centre, Bhubaneswar
12.	Bibhuti Kanungo College of Art & Crafts, Bhubaneswar
13.	Govt. College of Art & Crafts, Kallikote
14.	S.V. Govt. School of Art and Craft, Jeypore
15.	Harekrushna Mahatab State Library & Bhubaneswar Public Library, Bhubaneswar
16.	The Utkal University of Culture
17.	Odisha State Museum, Bhubaneswar

The bidder will be directly responsible for ensuring operational service levels and that the performance is met as per the terms and conditions defined in this document. Bidder will be directly reporting to the authorized office / officer by OLL&CD.

A sample list of events include (non-exhaustive):

Sl.	Major Activities	Recurring Period
1	The Dharmapada Award of Odisha Lalit Kala Academy to famous Artists for their contribution in the field of visual arts.	Annual
2	Sanskriti Charcha at the Odisha State Archives, Bhubaneswar	Monthly
3	Pustaka Charcha	Monthly
4	"Sarada Prasanna Gitikabita Sammana"	Annual
5	Odisha Sahitya Academy awards	Annual
6	International Exhibition on Folk & Tribal Art	Annual
7	State Level Gitinatya Utsav	Annual
8	State level Sishu Natak Utsav	Annual
9	National Tribal Folk Dance & Music festival	Annual
10	International Mother Language Day (Odia Bhasa Pratisthana)	Annual
11	Ama Loka Kala Ama Sanskruti	Annual
12	International Odissi Dance Festival	Annual
13	Rajarani Music Festival	Annual
14	Mukteswar Dance Festival	Annual
15	Odisha State Book Fair	Annual
16	Odisha Tele Awards	Annual
17	Odia Asmita Divas	Annual*

## **5.1. Scope of Services**

This Section contains brief information about the scope of work. The purpose of the section is to provide the Bidders with basic information and ideas to assist the formulation of their proposal submission.

The selected Agency shall, inter alia, be responsible for Organizing various Public Functions, Project Launch events, Conferences, Meetings, Exhibitions etc. in the state of Odisha. The scope shall include Conceptualizing, Designing, Branding, Execution of works and Event Management at the site, including exterior and interior decoration, development of site infrastructure, services, collaterals, general ambience etc.

The agency's scope shall be broadly classified for all categories as under:

To conceptualize, design, plan, implement, arrange and manage end to end Event Management related activities as desired by OLL&CD including but not limited to booking of venue including accommodation or as desired by OLL&CD, services related to airport protocol/ lounge, Local conveyance, Banner, Backdrop, Signages, Seating/Tenting Arrangements (if required), flower decoration, cultural evening arrangements, audio- video equipment, Video Conferencing facilities, Stationery, Road Shows, if any, Mementoes, man power, coordination among various agencies/activities, permission from local authorities, if any among others.

Familiarity with Odia language, literature, and culture is a prerequisite for the bidder. Events should prioritize showcasing the rich ethos of Odia language, literature, and culture. The essence of Odia language, literature, and culture should be prominently featured and respected during events.

The specific requirement and any other addition or deletion in scope of work will be decided as per the requirement of an individual event and would be as per bids for specific event.

The detailed scope of work and Terms of Reference (ToR) for the event management agency will be published as per the requirement of an individual event and would be as per bids for specific event. Final ToR will be issued at the time of seeking price from the empaneled agencies. However, OLL&CD reserves the right to review & modify the classification of aforesaid categories at the time of inviting bids for specific event.

## **5.2. General Scope of Work**

The scope of work shall be divided into 3 parts. All assignments / specific scope of work under this empanelment may or may not include all or some of the tasks mentioned below.

### **5.2.1. Pre-event:**

- Planning and conceptualizing of ideas of event
- Budgeting and preparation of detailed blueprint with cost and other charges and outgoings of the proposed event and submit the same to Purchaser. Incorporate clarifications / modification as may be suggested by Purchaser in that regard. The Agency shall proceed with organizing the event on receipt of approval from concerned ministries in terms of the approved blueprint.
- Preparation of a Contingency plan for events
- Development and management of Website and registration path with payment gateway (Data Protection and privacy compliant), facility of E-voting, live streaming in the website

- with firewall protection including facility to provide audit trail and dashboard for the event monitoring.
- Identify potential mediums/methods for outreach (Offline Media & Online Media)
  - Identification of Venue and conduct a detailed analysis (for virtual/ physical/ hybrid mode of events)
  - Development of evaluation methodology for shortlisting process of candidates for virtual and hybrid modes.
  - Creation of Social Media posts and offline media via various social media platforms.
  - Agency shall also devise the ways to create wide publicity for events across various geographical territories with provision of regional languages.
  - HTML Mailing - Bulk mailing and messaging
  - Press release (Launch), media cover in renowned newspapers, magazines, journals etc.
  - Identifying, Coordinating, and liaising with judges of the event- provide Complete logistics which includes boarding, lodging, foods, Air ticketing local conveyance etc. as per the directions received
  - Guest coordination for virtual, physical & hybrid events
  - Publicity through banners, unipoles, pamphlets across the country
  - Preparation of Backdrop (Digital/Physical/ Hybrid)
  - Preparation of Audio – Video content for event including anthem, anecdotes, video bites.
  - Development of Event related program application with OTP feature
  - Online event platform with live interaction and Q&A features
  - Arranging Language Translators for program support as per directions
  - Raising Sponsorship from MNCs, PSUs, Statutory bodies, autonomous bodies, govt organizations etc.
  - Celebrity outreach including social media influencers, famous persons of repute, renowned personalities etc., for promotion of events.
  - Coordinating and liaising with various Ministries/departments for successful execution of event.
  - Arrangements of Battery Operated Vehicles for VVIPs & Guest of Honor.

### **5.2.2. During Event:**

- Press Release of events by inviting newspaper editors, news anchors, magazine coverage etc.
- Online Publicity of live events, creation of social media page and uploading of contents in social media platforms such as Facebook, Instagram, you tube etc.
- Live streaming of content in website along with inter-voice connectivity among connected audiences and contestants
- Setting up of physical desk/stalls/pavilions to cater audience, contestants etc.
- Print and digital media outreach
- Registration Management – (Online & Onsite)
- Website maintenance and upkeep during the event
- Online & On-site technical support
- Dedicated 24/7 call center support for event related queries.
- Arrangement of virtual and physical rallies, road shows, press conferences for event promotion.
- Virtual event platform management including license to online platforms, backend technical

- support, breakout rooms
- Create, design and maintain physical meeting rooms, VVIP lounge, participants lounge.
- F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs
- Media Management including creation of designated Media zone, media passes, media coverage
- Onsite Security including liaising with local security agencies, hiring of security agency for venue security, protocol management
- Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure
- Coordinating and liaising with local administration authorities for statutory approvals and permissions
- Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events
- Photography & Videography of events, special moments, glimpses, etc.
- Supply, installation, and maintenance of pre-fabricated public toilets at designated event locations, ensuring cleanliness, hygiene, and functionality are maintained throughout the duration of the event.

### **5.2.3. Post Event:**

- Draft Press Release
- Coordinating with media houses and newspaper for publication of success stories
- Preparation of event analytics
- Packaging and shipping of left-over promotional material, if any
- Arrangement of award distribution ceremony and guest invite for commencement of events.
- The Agency shall digitally document the event preparation and setup process and document the proceedings of the event in a standard template/format.
- A Minimum number of high-quality photographs and videos per event shall be captured and submitted to the / user digitally via pen drive or hard drive detailing all the aspects of the events in discussion no later than 7 days post the completion of each event in discussion.
- The Agency shall ensure thorough cleaning and restoration of the site area after the conclusion of the event, returning it to the same condition as it was at the time of handover by the client prior to the event.

### **5.3. Indicative Scope of Work**

- **Event Planning and Coordination**
  - Pre-Event Planning: Collaborate with officials to understand the event's objectives, theme, and requirements and obtain all necessary statutory clearances to conduct the event.
  - Ground preparation & finalization of the layout: The selected bidder shall have to level up the ground with stones/dust/earth etc. as per site requirement, cutting of unnecessary vegetation, creation of access road, side drains, before erecting the structure, strong and stable pathway to the venue / stage area to take care of vehicle movement. Prepare the layout for accommodating all the attendees, including VIPs, media, and the general public. Develop a comprehensive layout plan, including seating arrangements, stage setup, and emergency exits.

- Timeline Development: Create a detailed timeline for the event, outlining key milestones and deadlines, from setup to execution.
- **Logistics Management:** All items required for venue management (as per the requirement- will be shared before the actual event), branding items need to be transported and installed at the venue by the bidder.
- **Infrastructure and Setup**
  - Stage Design and Setup: Design and construct the main stage, side stage, German hangers / tarpaulin pandals / cloth pandals / gazebos with or without side walling of cloth/ Flex etc. ensuring that it is visually appealing, smooth functional and equipped with the necessary backdrop, furniture, sound, lighting, and multimedia systems.
  - Seating Arrangements: Set up seating for all the attendees (approximate no will be shared before the actual event), ensuring comfort, accessibility, and clear sightlines.
  - Tents, Canopies, and Shelters: Provide appropriate shelters for different areas, including VIP sections, media zones, and public seating.
  - Temporary Toilets with water, Drinking Water facilities, carpets / mats / plywood planks on floors / walls, dustbins, firefighting equipment, application of firefighting liquid on flammable products, q- managers, barricades, tables with covers, tea-poy, chairs, podium, chair covers, cloth curtains, low height stages, selfie points, flower decoration, flower bouquets etc.
  - Signage and Directional Support: Install clear and visible signage throughout the venue to guide attendees, including entry and exit points, restrooms, first aid stations, and information desks.
  - Designing layout and Construction of the mobile/temporary restrooms, Stalls, Theme based Gates, standees, large sized cut outs etc.
  - Arrangement of fireworks etc.
- **Electrical Work:**

All the necessary electrical work and temporary lighting work,

  - Necessary earthing arrangement- separate for Sound System, CCTV System, Low Noise High Flow Fan, Air Cooler,
  - Lighting arrester with dedicated earth pits
  - Split Type Air Conditioning Units with the required wiring and cabling along with the obtaining necessary statutory clearances from respective District or Region Electrical Inspectors safety certificate and NOCs from the concerned regulatory authorities for Energization of the Installations.
  - Agency shall deploy their professional certified Electricians for handling of the Electrical Works.
  - All the installations i.e. Panel, Switchboard, Switch Box shall be installed at-least 500 mm above ground level
  - All Cables shall be laid underground or on Wooden raised runner & covered such as to avoid damaged to the cables. The raised runners shall not be used for the movement of the public.
  - All the Main Power Cables shall be 3 ½ Core Armored or Flexible of adequate size to handle the loads, cable shall be Copper/Aluminum with proper insulation.
  - All Sub Wiring shall be done with 3 Core Copper Double Insulated Flexible Cable for Single Phase & 5 Core Copper Double Insulated for 3 Phase. No Single Core or Twisted Pair wires shall be used.
  - The Panels should have a Double Door System. The Panel shall confirm IP 55 Minimum. The panel shall be earthed with dedicated earth pits of Minimum 3 mtr

Chemical Earth Pits.

- Body Earthing of all installations i.e. DG, Distribution Panel, Lights, Fans, Coolers, Air Conditioners, Industrial Desert Coolers, Structures, etc shall be done with dedicated Earth Pits at different locations with Insulated Single Core Cable of adequate size.
- The size of this dedicated earth wire will be dependent on the equipment connected. DG Set shall be utilized for Power Supply to the complete Event.
- Dedicated DG Set shall be installed for VIP Lounge, Stage, Sound System, CCTV & Live Streaming System with Fast Transfer System or Automatic Transfer Switch with Back Up DG Sets Running to take over in failure of the Main DG Set.
- Dedicated DG Sets shall be kept for other areas & event lighting.
- Dedicated DG Set shall be kept for Air Conditioner System for Stage & VIP Lounge. Dedicated DG Set shall be kept for Event Area & Public Area Air Conditioning. Each DG Set Neutral shall be earthed with at least One dedicated chemically treated 3 mtr. long earth electrode & pit.
- The Body of the DG Set shall be earthed with at least One dedicated chemically treated 3 mtr long earth electrode & pit.
- Lighting Protection System of Early Streamer Type with dedicated Two Earth Pits shall be installed in the Event Area & shall cover all the areas particularly the Hanger Area and DG Set & Panel installations.
- The Lightning protection system may not be necessary if it is a sunny day & there is no forecast of Rain or thundershower in the period 2 days prior to event & 1 day after the event or the day of event also.
- Sub-distribution system shall be equipped with adequate capacity MCB or MCCB in series with ELCB/RCBO/Earth Leakage Protection Relay which shall trip in case of any leakage of current.
- Necessary Glanding of Cables shall be done with Brass or PVC Glands.
- The agency should keep adequate cable jointing kits or Junction Boxes in hand to repair any damage to the cable. LED Lights of High Brightness shall be used for Event Area Lighting & Other Area Lighting. Illumination level shall be maintained such as to carry out the event in nighttime also.
- The Junction Boxes shall be erected on dedicated frames & shall not be fixed on any structures or barricades.
- Adequate Capacity Switch & Sockets shall be provided for Each Fans, Coolers, Split or Tower AC, Mobile Charging Station & other loads.
- VIP Lounge Toilet shall be equipped with PVC Fan of adequate size.
- The Electricians shall be deployed with the following Insulated Plier, Insulated Screwdriver, Voltage Detector, Clamp Meter, Multi Meter, Rubber Hand Gloves, Helmet, Safety Shoe, Gum Boot (If working in Wet Surface), Portable Torch Lights.
- In case of Event in Nighttime Emergency Lights shall be provided at conspicuous locations.
- In Octan lighting shall be done adequately & 3 Nos of Plug & Socket with Switch of 6 Amps. LED Lights of all types of DMX Splitter, Light Console Board, with Light Engineer overseeing lighting works, Lighting Tower to be installed in Event Area during Construction Phase & shall remain in place during event dismantling.
- The Passage where in the Panel, Cable, HVAC Outdoor Units, Generators & other Electrical Installations are kept shall be guarded & wall partitioning to be done to avoid any unauthorized entry.

- All the Electrical Installations shall be offered to the Electrical Inspector of the respective Region/District/Division & all statutory clearances obtained. The statutory fees if any shall be reimbursed. Facilitation of the Inspection to be done by Event Management Agency.
- The HVAC size should be suitable for keeping indoor temperature at a comfortable level. The temperature shall be maintained Max 22 Deg C.
- The agency shall be responsible for implementing appropriate measures to convert AC (Alternating Current) to DC (Direct Current) and shall ensure that all operations and installations function on DC power wherever applicable, in order to enhance public safety and minimize electrical hazards during the event.
- Deployment of Male and Female ushers as per the requirement of event organized. The Ushers should be trained with adequate experience in events. The selected Agency shall bear the cost of the Ushers logistics, food & beverage arrangements, accommodation, travel including local travel, event uniforms etc. The uniform designs shall be approved by OLL&CD.
- Deployment of service staff for Housekeeping, cleaning and waste management for the event. Their responsibilities shall be (but not limited to) –cleaning and waste management services for the venue and maintenance of all toilets deployed for the event. Procurement and supply of the required consumables shall be undertaken by the Agency. The Housekeeping staff should be trained with adequate experience. The selected Agency shall bear the cost of their logistics, food & beverage arrangements, accommodation, travel including local travel, their uniforms etc.
- Development and managing necessary parking facilities
- Emergency Arrangements: The agency shall Ensure availability of required emergency services such as ambulances, fire station, first-aid etc. and any other additional requirements based on the expected footfall.
- **Audio-Visual Arrangements & Branding**
  - Sound System: Install and manage a high-quality sound system to ensure clear audio throughout the venue.
  - Visual Displays: Set up large LED screens, plasma television screens, side LEDs to ensure all attendees have a clear view of the proceedings.
  - Projection systems along with display panels having interface for PowerPoint presentations and audio/video demonstrations
  - Live Streaming: Facilitate live streaming of the event for remote audiences, including social media integration and technical support along with internet connection.
  - Branding and Promotion: Design, develop and execution of branding of the event along with the collaterals, including banners, posters, and promotional materials for maximum outreach.
  - Provision of event photography and videography services including post editing for the events along with the deployment of the required professional workforce.
  - Undertake photographic documentation and develop short films/Selfie Point and digital display etc. as per the requirement.
  - Design and printing of creativity, brochures, pamphlets, documents/ booklets etc. for the purpose of advertising schemes, public notices, recruitment etc.
  - Design and printing of event specific folders/ brochures/ envelopes/ stationary post approval from OLL&CD. Please note the Branding and advertisement rights for the event rest with OLL&CD and/or Government of Odisha.
- **Security and Crowd Management**

- Security Arrangements: Safety & security arrangements during the construction and dismantling time. During the event, coordinate with local law enforcement to ensure the safety of all attendees, including security checks at entry points, surveillance systems, and on-ground personnel. Deployment of adequate no of security guards (M/F) as per the requirement of the event.
- Crowd Control: Implement effective crowd management strategies, including barriers, queuing systems, and emergency evacuation plans.
- **Anchors:** The agency shall engage anchors and/or any other skilled manpower required for the event and coordinate with them throughout the event.
- For the engagement of cultural troupes and promotion of arts and crafts during the event, the selected agency must finalize the cultural troupes and artistic elements in close consultation with the OLL&C Department. This is to ensure alignment with the department's vision, cultural priorities and sensitivities.
- **Approvals:** The selected Agency shall be responsible for obtaining all the necessary licenses, approval, permissions and NOCs relating to the organization and conduct of the events in discussion such as structural stability, fire safety etc. for smooth conduct of the event and shall share copies of the permissions, licenses and NOCs to the Authority and its appointed authorized representatives.
- **Power backup:** The entire event shall be run through Diesel Generators. The agency shall arrange adequate nos. of DGs (including their operating licenses and safety certificates, fueling and required technical operators) at the venue to manage the required power load.
- **Insurance Coverage:** Ensure comprehensive insurance coverage for the event, including public liability, property damage, and cancellation insurance.
- **Post-Event Activities**
  - Debrief and Reporting: Provide a detailed post-event report, including attendance data, measurement sheet & items utilized during the event.
  - Cleanup and Restoration: Oversee the dismantling of all temporary structures, cleanup of the venue, and restoration to its original condition.

The above-mentioned scope is not exhaustive and will be curated (added/modified) basis requirement to ensure organization of a successful and impactful event. Based on requirements, other necessary and/or incidental requirements may also be added to the scope of the agency. The actual scope of the event and location shall be shared with the empaneled agencies before actual event for the submission of the price bid. The selected agency will be expected to work closely with government officials, media personnels, stakeholders, and sub vendors to deliver an event that aligns with the objectives of the OLL&CD/State Government.

A tentative list of items required for the events is as follows:

Sl. No	Description of Items
1	German Hanger
2	Main Stage double ply flooring with carpeting
3	Main Stage Back Drop Riser with ply cover on front and top
4	Main Stage Wooden Stairs with steel railing and red carpeting
5	Main Stage Ramp with steel railing and red carpeting
6	Main Hanger Cloth Dripping
7	Main Hanger Cloth Ceiling

Sl. No	Description of Items
8	Side Small Table
9	Both Side Hanger
10	Reputed Brand Chair for Stage and Guest
11	Side small Table for VVIP
12	Both side hanger stage
13	Both Side Stage wooden stairs ply and red carpeting
14	Cloth walling
15	Flex branding
16	Y shape center camera riser with ply cover
17	VVIP camera riser with ply cover
18	Camera riser with ply cover
19	Console stage with ply cover
20	Stage front and side railing
21	Door screen
22	VVIP Office Wooden Platform, Carpeting, PLY and FLEX Walling, Ceiling, Customised Toilet, Light, Power Socket. With earthing, Long Table and Banquet Chair for Office and Dinning Setup
23	VVIP Green Room Wooden Platform Carpeting, PLY and Flex Walling, Ceiling, Customised Toilet, Light, Power Socket. Tea POI and Sofa.
24	VVIP Meeting Room Wooden platform carpeting, ply and flex walling, Ceiling, customised toilet, light, Power socket, tea POI and Sofa
25	VIP Room Wooden Platform Carpeting, PLY and Flex Walling, Ceiling, Customised Toilet, Light, Power Socket. Tea POI and Sofa.
26	Flower decoration
27	Barricading with bamboo and ballah
28	Wire mesh
29	Mojo barricading
30	Green netting
31	Red carpeting
32	Plastic chair
33	Banquet chair
34	Podium
35	2/4-seater sofa
36	Single seater sofa
37	Dignitary refreshment
38	Box Gate
39	Road Crossing Gate
40	Long Table
41	LED wall for both side hangers with structure including all connection
42	LED wall for public with structure including all connection

Sl. No	Description of Items
43	Sound system - a robust and versatile array of audio equipment is required to ensure high-quality sound coverage across all areas. The setup should include premium speakers, supported by premium amplifiers, advanced audio mixers, and power management units to achieve exceptional clarity and power. Professional microphones and premium Boxes will be used to address specialized audio needs. The system Should be managed by skilled sound engineers and operators to ensure seamless operation. All necessary cabling, power management, and support equipment must be provided to guarantee flawless performance throughout the event, including a dedicated setup for the VVIP Conference. This sound package is expected to meet the highest standards of audio excellence for a successful and impactful event.
44	Lighting setup - a range of LED fittings, DMX splitters, and light console boards, with light engineers overseeing the installation. Inside the hanger, a combination of LED and other lighting solutions should be strategically arranged. Lighting towers should be installed in the event area during the construction phase and remain in place for the duration of the event.
45	AC
46	DG Sets of various capacity
47	Fuel consumption
48	Industrial Desert Cooler
49	Silent pedestal fan
50	Mist fan
51	Camera
52	Fire extinguisher
53	Fire-retardant solution
54	Projector
55	Banners
56	Posters
57	Brochure
58	Document
59	Pamphlets
60	Booklets
61	Stationary items
62	Signage boards
63	Round Tables
64	Mobile restroom
65	Stalls
65	Ambulance
66	Fire station
67	Security
68	Television screens
69	CCTV system - The event area requires the installation of a comprehensive CCTV system with cameras strategically placed to cover key areas, including entry and exit points, public spaces, and critical infrastructure. The system must support real-time monitoring, high-resolution recording, and integration with a central control room. Installation should occur during the

Sl. No	Description of Items
	construction phase and remain active throughout the event.
70	Arrangements for parking facilities
71	Necessary Manpower- Ushers, Housekeeping staff, Anchor etc.
72	Earthing, lighting arrester
72	Kitchen Tent with bamboo and tarpaulin and outside covering to give a common look along with the dining area.
73	City Branding
74	City Branding Mini Hoarding
75	Pm & Cm Cut out 40 ft
76	Water Bottle
77	Bowl with Chocolate
78	Flower Bouquet
79	Dustbin
80	Stage with Backdrop with Ramp
81	Backdrop
82	Bathway Red Carpeting
83	Q- Manager
84	Flex Walling on Ac Hanger
85	Cloth Walling
86	Pagoda
87	Bio Toilet
88	Netting
89	Sound for Almico
90	Banquet Chair
91	Cultural programme with Logistic & lodging
92	Anchor, Hostess etc.
93	Octonorm Stall
94	Platform for electric cable
95	Insurance covering sum assured of Rs. 5L for each person death and all items in the field.
96	Industrial Fan
97	Photography and Videography
98	Live Streaming

#### 5.4. General Terms & Conditions

- OLL&CD shall nominate a Point of Contact from its management team or a team to liaise and coordinate with the agency with regard to planning, organization and execution of the events in discussion.
- The Agency shall prepare a work plan and submit it to the OLL&CD and its appointed representatives for review and deliberation, detailing the timelines of designing of event theme, mobilization of material, installation and de-commissioning schedule for the event.

- All equipment and material being installed by the event agency as per the requirement of the event in discussion and shall be of superior quality and in excellent working conditions with the required technical workforce and qualified personnel to certify the works being executed. The technical workforce shall be present during the commissioning and setup stage till the time of effective closure of the event. Details of the technical workforce shall be shared in writing with OLL&CD, 7 days prior to the commencement of the event in discussion.
- The Agency shall be responsible for obtaining all the necessary licenses, permissions and NoC's relating to the Organisation and conduct of the events in discussion and shall share copies of the permissions, licenses and NOCs to the OLL&CD on demand and its appointed authorized representatives. All associated costs are to be borne by the Agency. Any default in non-compliance of procurement of the required licenses from the concerned regulatory authority shall be the responsibility of the Agency. OLL&CD shall not be liable for any non-compliance on this act.
- The Agency shall digitally document the event preparation and setup process and document the proceedings of the event in a standard template/format. A Minimum number of high-quality photographs per event shall be captured and submitted to the / user digitally via pen drive or hard drive detailing all the aspects of the events in discussion no later than 7 days post the completion of each event in discussion. In events by OLL&CD the agency shall ensure the complete confidentiality of the digital material and that there is no unauthorized distribution of the audio/visual documentation. Any use of the digital content by the agency for its publication shall be requested by the agency to the OLL&CD in writing.
- The Agency shall consider all environmental compliance requirements prior to the commencement of the fabrication works and post closure of the event in discussion. The Agency shall be responsible for the removal and disposal of all waste material produced. The identified venue for the event in discussion shall be retro fitted in the same way that it had been provided to the agency. OLL&CD shall not be liable for any non-compliance on this act.
- Empaneled agencies shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by it or anybody in his employment or caused in consequence of his work. He will indemnify and keep OLL&CD indemnified against claims demands proceedings charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. Empaneled agencies shall take necessary precautions for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.
- In the instance of working at night, Empaneled agencies shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of OLL&CD. Any order or approval issued under this Clause by the OLL&CD shall not relieve empaneled agencies from or diminish their obligations under this RFP.
- Strict procedural measures should be implemented to respect local sentiments, cultural values, and religious ethics. Care must be taken to ensure that no religious or cultural sentiments are hurt during the event.

## 5.5. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Selected Bidder for deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per decision of the Client. In case any service is not found as per the prescribed norms or is not carried out in time, if the Selected bidder fails to provide the services in time, OLL&CD may impose penalty in addition to the liquidated damages.

- In case the services provided by the Selected bidder are found to be unsatisfactory or if any incidence of misbehavior by the staff of the Selected bidder is reported or service is not provided in time, then the OLL&CD may impose a penalty up to 5% of the Agreement Value per such case.
- OLL&CD shall impose a penalty if any hired resource, on duty or otherwise, is found under the influence of any drug or intoxicants or found guilty of conduct unbecoming a designated resource or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. OLL&CD may impose a penalty up to 2% of the agreement value per such case.
- The failure to employ an adequate number of people resulting in substandard service will be considered as breach of the terms and conditions under the empanelment. OLL&CD may impose a penalty depending upon the quantum of breach for such cases.
- In the event of failure of the Selected bidder to recoup the quality in the mutually agreed time frame, OLL&CD shall be entitled to terminate the empanelment and forfeit performance security. OLL&CD may impose an additional penalty depending upon the quantum of breach for such cases.
- In the event of failure of the Selected bidder to complete the scope of work / deliverables within stipulated time, that is to be mentioned against the specific scope of work to be released to empanelled bidders, a penalty of 5% of the agreement value per day will be levied per such case.

## **5.6. Payment Terms**

The Agency shall raise an invoice to the Director, OLL&C or any other designated official of the department or Government of Odisha as communicated during placement of order post limited tender.

Payment shall be generally made 100% after completion of Service and on receipt of proper Tax Invoice and other supporting documents duly approved by concerned authority of the client post completion of assigned work. Specific payment terms (if any) and schedule shall be intimated to the empaneled bidders in the scope of work and invitation for commercial proposal during limited tendering process with other terms and conditions.

## **5.7. Taxes & Duties**

### **5.7.1. Indirect Taxes**

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OLL&CD subject to submission of documentary evidence to the

satisfaction of OLL&CD.

- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OLL&CD on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts
  - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
  - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
    - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
    - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year;
    - c. Date of its issue;
    - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
    - e. Harmonized System of Nomenclature code for goods or SAC code for services;
    - f. Description of goods or services;
    - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
    - h. Total value of supply of goods or services or both;
    - i. Taxable value of the supply of goods or services or both considering discount or abatement, if any;
    - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
    - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
    - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
    - m. Address of delivery where the same is different from the place of supply;
    - n. Whether the tax is payable on reverse charge basis; and
    - o. Signature or digital signature of the supplier or his authorized representative.
  - i) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OLL&CD and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OLL&CD enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.

- ii) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OLL&CD/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
- iii) The Service Provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- iv) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- v) The Service Provider hereby undertakes to indemnify OLL&CD, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OLL&CD.

### **5.7.2. Direct Taxes**

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OLL&CD to the Service Provider in accordance with the provisions of Income Tax Act,1961.

### **5.8. Empanelment Monitoring Committee**

The decisions of the Empanelment Monitoring and Evaluation Committee shall be final and binding for all empanelment related aspects. The empanelment monitoring committee shall consist of members from Department of Odia Language Literature and Culture, Government of Odisha and invited /nominated representatives from other organizations. SECTION - 6

## **6. Instructions to Empaneled Vendors for Participation in Limited Tenders**

- 6.1 The following terms and conditions are applicable for the empaneled vendors while participating in limited tenders in addition to the terms and conditions mentioned in respective tender documents and amendments there on. In the event of any ambiguity or conflict between the terms and conditions, the chronological order of precedence shall be the order in which the latest document shall prevail over all the previous documents.
- 6.2 The Empanelment qualifies a particular vendor for consideration for issue of tender notification in the case of Limited Tenders. However, this will not give any claim to the vendor for award of work / purchase order.
- 6.3 Vendors once empaneled shall have to promptly reply to all the enquiries, execute orders as per the order and terms of OLL&CD.
- 6.4 In case, if Empaneled Vendor is found in breach of any terms & condition(s) of OLL&CD or Service Order, at any stage during the course of Limited Tendering Process or Contract Execution, the legal action, as per rules/laws, shall be initiated against the Empaneled Vendor and Performance Security if any, shall be forfeited by OLL&CD, besides debarring and suspending the Empaneled Vendor concerned for at least one year for further dealings with OLL&CD.

- 6.5 The Empaneled Vendor shall indemnify the OLL&CD and user departments against all third-party claims related to services, or any part thereof being provided by Vendor. OLL&CD / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the Service Orders.
- 6.6 Empaneled Vendor shall be empaneled for a period of 3 years. During this period the Price bid may be sought from the Empaneled Vendor through separately.
- 6.7 Price Bid: The Price Bid shall be submitted by Empaneled Agency on the e-tender portal of the Government of Odisha or through email / hardcopy as per the price bid format provided by OLL&CD during Limited Tender Enquiry.
- 6.8 Opening and Evaluation of Price Bids: The date and time of opening of the Price Bids shall be communicated to the Empaneled Vendor in writing by e-mail or registered post/Speed Post; A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid.
- 6.9 Selected Bidder: The Bidder who submits the lowest Price Bid shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. OLL&CD reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within the stipulated time/days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled, and the Selected Bidder may be disqualified and suspended for a year.
- 6.10 Tie-Bidders: In the event that 2 (two) or more empaneled Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. OLL&CD shall hold an auction amongst such Tie Bidders. The auction shall be held at the offices of OLL&CD and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such an auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OLL&CD for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Preferred Bidder and the lowest revised Price Bid received by OLL&CD during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Preferred Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie Bidders, the Bidder with the higher average annual turnover (to be determined by OLL&CD on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years shall be declared as the Preferred Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.
- 6.11 Signing of Agreement / Issuance of Service Order: For the contract value up to 5 Lakhs, Service Order shall be released without signing of Agreement.
- 6.12 For the contract value more than 5 Lakhs: The signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder within the stipulated time/days, failing which the Bidder may be suspended for a year. Upon signing of the Agreement, the Selected Bidder shall be considered to be the "Successful Bidder". The pro-forma of the Agreement is provided in Annexure hereof. Post signing of the Agreement,

RFP for Empanelment of Event Management Agencies under Odia Language, Literature & Culture Department,  
Govt of Odisha

OLL&CD shall issue work Order(s) to the Successful Bidder.

*K.P.K.*  
19.7.25  
Director

Odia Language Literature and  
Culture Department (OLL&CD)

**Annexure 1: Check List**  
(To be submitted along with Proposal)

Sl. No.	Documents / Forms to be Submitted	Submitted (Yes / No)
1	<b>Form 1:</b> Technical Proposal Cover Letter (on firm letterhead)	
2	<b>Form 2:</b> Power of Attorney / Board Resolution in favour of Authorized Signatory ( <b>not applicable for proprietorship firms</b> )	
3	Tender Fees of appropriate value in the form of a Demand Draft / Banker's Cheque (Original)	
4	Earnest Money Deposit (EMD) of appropriate value in the form of a Demand Draft / Banker's Cheque (Original)	
5	<b>Form 3:</b> Bidder's Organization Details	
6	Copies of Firm Certificate of Incorporation / Registration Certificate	
7	Copy(ies) of Purchase / Work Orders or contracts establishing that the firm has been in business for indicated number of years	
8	Copy of PAN Card of the firm	
9	Copy of GST Registration Certificate	
10	Address of Firm's office in Odisha in firm letterhead signed by authorized signatory and valid proof of address of office in Odisha	
11	<b>Form 4:</b> Average Annual Turnover Certificate of the bidder	
12	Copies of Audited Financial Statements for respective FYs.	
13	<b>Form 5:</b> Bidder's Experience	
14	Copy(ies) of Purchase / Work Orders / Contract Agreements for relevant assignments	
15	Completion Certificates from clients	
16	Certificate from Statutory Auditor / Chartered Account stating the fees received from client for each cited work / assignment	
17	<b>Form 6:</b> Declaration of Non-Blacklisting and Non-debarment	
18	Undertaking on letterhead of the firm duly signed by the HR Head on number of full-time employees on payroll.	

Undertaking:

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

Authorized Signature [In full and initials]: \_\_\_\_\_ Office Stamp / Seal

Name Authorized Representative:

Title / Designation:

Name of the Firm:

**Form 1: Technical Proposal Cover Letter**

(Note: On the letterhead of the Bidder including full postal address, telephone no. email and address.)

[Location, Date]

To,

**The Director**

Directorate of Odia Language, Literature and Culture Department  
Sanskriti Bhavan, Odisha State Museum Complex, BJB Nagar  
Bhubaneswar, Odisha 751014

**Sub: Empanelment of Event Management Agencies for Department of Odia Language  
Literature and Culture Department, Government of Odisha.**

Dear Sir,

We, the undersigned, offer to submit our proposal for **Empanelment of Event Management Agencies for Department of Odia Language Literature and Culture Department, Government of Odisha** in accordance with your Request for Proposal no. [Insert RFP No.] dated [Insert Date].

We are hereby submitting our proposal, which includes a Technical Proposal, under Catagory[insert Catagory No.].

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.

Our proposal is binding upon us and subject to the modifications resulting from negotiations.

We undertake, if our proposal is accepted, to initiate the empaneled services related to the assignment at a date mutually agreed between us. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_ Office Stamp / Seal

Name Authorized Representative:

Title / Designation:

Name of the Firm:

Address:

Email ID:

Mobile / Contact No.

**Form 2: Template for Power of Attorney in favour of Authorized Representative**

*(on a stamp paper of relevant value)*

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son / daughter / wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. .... Dated ..... published by the Department of Odia Language Literature and Culture for the "Empanelment of Event Management Agencies under Odia Language Literature and Culture Department, Government of Odisha", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2025.

For

Witnesses

.....

1.

(Signature, name, designation and address)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution/document conveying such DIT may be enclosed in lieu of the Power of Attorney.*

### **Form 3: Bidder's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm / entity, its profile, clients, etc. including but not limited to the following]:*

1. Name of the firm:
2. Country of incorporation:
3. Registered address:
4. Year and date of Incorporation:
5. Year of commencement of business:
6. Principal place of business:
7. GST Registration Number:
8. PAN Number:
9. Number of years of operation:
10. Geographical spread across the country and its offices with list:
11. Details of authorized representative of the Bidder:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Phone No:
  - f) Fax No:
  - g) E-mail address:
12. Details of individual (s) who will serve as the point of contact/communication for OLL&CD within the Firm.
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Telephone No:
  - e) E-mail address:
  - f) Fax No:
13. Copy of Labor License.
14. Any other documents/information to prove eligibility and experience

**Form 4: Average Annual Turnover Certificate of the bidder**

*Bidder is required to get the information required in this form, duly certified by Statutory Auditor of the firm. The information supplied shall be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed along with net worth of Bidder in respective financial year.*

Sl. No.	Financial Year	Annual Turnover (in Rs. Lakhs)	Net Worth (in Rs. Lakhs)
1.	2021 – 2022		
2.	2022 – 2023		
3.	2023 – 2024		
<b>Average Annual Turnover</b> (in Rs. Lakhs)			

**Certificate from the Statutory Auditor**

**This is to certify that (name of the Bidder) has received the payments from event management services shown in column 'Annual Turnover' above against the respective years on account of providing event management services etc. and has Net Worth as shown in column 'Net Worth' above.**

<b>Net Worth</b>	INR in Crores
As on Dt. 31.03.2024	

Signature of Statutory Auditor & Seal

Name:

Designation:

Date:

Registration No.:

**Note:** *In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.*

**Form 5: Bidder's Experience**

The Bidder should provide details of only those assignments that have been undertaken by it under its own name. Bidders need to provide all the supporting documents like WO with Completion certificate / Agreement for each set of credentials.

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

Sl. No.	Name of Project	Name of Client with address and contact numbers	Start Date of eligible assignment	Date of completion of assignment	Time period of the Project (in months)	Type and size of event	Total nos. of setup days of the event	Total Contract Price (in INR Lakhs)	Detailed Description of services provided	Documentary proof attached (WO, Agreement, Completion Certificate)
1										
2										
3										
4										
5										

**Form 6: Declaration of Non-Blacklisting and Non-debarment**

*(Note: On the letterhead of the Bidder including full postal address, telephone no. email and address.)*

[Location, Date]

To,

**The Director**

Directorate of Odia Language, Literature and Culture Department  
Sanskriti Bhavan, Odisha State Museum Complex, BJB Nagar  
Bhubaneswar, Odisha 751014

**Sub: Empanelment of Event Management Agencies for Department of Odia Language  
Literature and Culture Department, Government of Odisha.**

Dear Sir,

We declare and confirm that, we the undersigned, have not been blacklisted or debarred by any state / central government department / ministry, agency, corporation, urban local body, PSU, as on date of submission of this proposal nor any legal proceeding are pending against us in any court of law in India.

We also declare that our Company / LLP / Partnership / Society / Trust <Please delete whichever is not applicable> has during the last five 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.

This is true to the best of our knowledge and information. We hereby commit to inform you within 7 (seven) days, in case there is any blacklisting or debarment of our firm by any client of ours, whomsoever.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_ Office Stamp / Seal

Name Authorized Representative:

Title / Designation:

Name of the Firm:

Address:

Email ID:

Mobile / Contact No.

## PERFORMANCE BANK GUARANTEE FORMAT

(To be submitted after issue of Empanelment Order to Successful Bidders and executed on INR 100/- non-judicial stamp paper)

**BG No.**

**Dated:**

**To,**

**The Director**

Directorate of Odia Language, Literature and Culture Department  
Sanskriti Bhavan, Odisha State Museum Complex, BJB Nagar  
Bhubaneswar, Odisha 751014

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

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

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

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to Department of OLL&C upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as department shall claim, without department being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from Department that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that Department shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between Department and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.
3. In order to give effect to this Bank Guarantee, Department shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for Department to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. Department shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by Department against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to Department, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by Department of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of Department or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by Department in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by Department on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of Department under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of Department in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Department that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by Department pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
  - a. Our liability under this Bank Guarantee shall not exceed INR .....
  - b. The Bank Guarantee shall be valid up to ..... ("Expiry Date including claim period" ..... of the Bank Guarantee).
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before ..... (Claim Period of the Bank Guarantee) at our Branch at \_\_\_\_\_ Bhubaneswar.

d. After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (\_\_\_\_\_):

Signed and delivered by \_\_\_\_\_ Bank By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

**NOTE:**

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

## PROFORMA OF CONTRACT AGREEMENT

*[To be executed on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page and duly notarized]*

**THIS Contract Agreement** (hereinafter referred to as "Agreement") executed on this ..... [date] day of ..... [month], ..... [year] between:

BETWEEN:

**Department of Odia Language Literature and Culture, Government of Odisha**, a department of the Government of Odisha, and having its office at Sanskruti Bhavan, State Museum Complex, BJB Nagar, Bhubaneswar, Odisha, 751014 (hereinafter referred to as "Client" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) on the first part;

AND

**M/s** ..... [**Name of the Empaneled Agency**], a company incorporated under the ..... [**Name of Act under which firm is registered**], with its registered office at ..... [**Registered address of the Agency**] (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) on the other part.

WHEREAS

- i. the Service Provider, in the ordinary course of its business, is engaged in providing ..... services to its clients, and have represented to Client through their bid(s), against Bid document No. .... dated ..... for Empanelment for the Procurement of Event Management Services;
- ii. on the basis of the said Tender, Client has adjudged the Service Provider as a successful bidder and issued Letter of Empanelment No. .... dated ..... for the same;
- iii. the Service Provider has agreed through their letter of acknowledgement vide letter No. .... dated ..... to perform and undertake the scope of work as described in the Tender;
- iv. the Service Provider is being empaneled to provide the required services, as and when called for, on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and Client shall be as set forth in this Agreement, in particular:
  - a. The Service Provider shall provide the services in accordance with the provisions of this Agreement; and
  - b. Client shall make payments to the Service Provider in accordance with the provisions of this Agreement.
2. Conditions of Contract
  - a. Contract Period: <include relevant clauses from SCC>
  - b. Payment Terms: <include details related to the final quoted /negotiated prices>
  - c. <Other important terms and conditions may be included>
  - d. The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
  - e. This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
  - f. All the terms and conditions as per the Bid document No. .... dated ..... for Empanelment (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Client  
(Authorized Representative)

Name:

Designation:

Odia Language Literature & Culture Department  
Government of Odisha

In presence of the following witnesses

Name:

Designation:

Odia Language Literature & Culture Department  
Government of Odisha

For and on behalf of M/s.  
(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:  
Address:

Name:

Designation:

Name of the Service Provider:  
Address:

\*\*\*\*\* END OF DOCUMENT \*\*\*\*\*