



INDIRA GANDHI RASHTRIYA MANAV SANGRAHALAYA, BHOPAL
Tender Document

NIT No: F.7-1/2024-Gen (II)

E-TENDER FOR RATE CONTRACT FOR TENT HOUSE MATERIAL SERVICES (ON HIRING BASIS) FOR VARIOUS PROGRAMMES LIKE CULTURAL EVENTS, SEMINARS , WORKSHOPS ETC. AT INDIRA GANDHI RASHTRIYA MANAV SANGRAHALAYA SHYAMLA HILLS , BHOPAL (M.P.) 462002.

Period of Contract: One Year

**Part – I: Techno-Commercial Bid
(Pages 1 – 22 including this cover page)**

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CHAPTER – I

E-TENDER for rate contract is invited as per following details for **Tent House Services material** (On hiring basis) for various cultural events, Seminars, workshops Etc. proposed to be organized in future at Indira Gandhi Rashtriya Manav Sangrahalaya Shyamla Hills , BHOPAL (M.P.) 462002. In order to facilitate the generic and ambient arrangements for said events, above services are required at one time for its successful performance. Accordingly, the Director, IGRMS, intends to invite bids in two bid system for the proposed services through e-tender.

| <u>NOTICE INVITING TENDER</u> | |
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| 1. NIT No | F.7-1/2024-Gen. (II) Dt: 15/04/2024 |
| 2. Name of work | Rate contract for Tent House Material service (On hiring basis) for various programmes like cultural events, Seminars, workshops Etc.at IGRMS, Bhopal. |
| 3. Period of contract | One Year (Twelve month) |
| 4. Estimated Cost of the work: | Rs. 20,00,000/- (Rupees Twenty Lacs Only.) |
| 5. Method of Selection : | Cost Based Selection / Lowest Bid |
| 6. Tender Document Cost | Nil |
| 7. Consortium/Joint Venture | Not Allowed |
| 8. Earnest Money Deposit (EMD) Amount | Rs.40,000/- (Rs. Forty Thousand only) in the form of demand draft / pay order/ deposit in favour of The Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal. Original Hardcopy of Document has to be submitted physically (in sealed envelope scribing Tender Details) within the stipulated time period as mentioned in N I T in the Office of the Director IGRMS, Shyamla Hills , Bhopal M.P. |
| 9. Date of uploading of tender on CPP portal | 15/04/2024 |
| 10. Last date & Time for receipt of the completed Tender | 08/05/2024 at 12.00 Hrs. |
| 11. Date of Pre bid Meeting | 23/04/2024 at 12.00 Hrs. |
| 12. Date of Technical Bid Opening | 09/05/2024 at 12.00 Hrs. |
| 13. Date of Price Bid Opening | Date will be intimated to technically qualified bidders |
| 14. Submission of Bids | Bids shall be submitted online only at CPP website: https://eprocure.gov.in/eprocure/app . Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. |
| 15. Address for communication | The Director, Indira Gandhi Rashtriya Manav Sangrahalaya, BHOPAL (Madhya Pradesh) 462002 |
| 16. Venue of the Tender Opening | Office of the Director IGRMS , Bhopal (M.P.) |

1. DISCLAIMER

This Bid is being issued By the Director, Indira Gandhi Rashtriya Manav Sangrahalaya (IGRMS), Bhopal (M.P.) to provide Comprehensive Services of “Hiring of Tent House Material services” for arrangement in various programmes like Cultural performance / event / seminar / workshop etc. to be organized by IGRMS at Bhopal (M.P.) campus.

The information contained in this Bid provided to prospective Bidders, whether verbally or in documentary or any other form by or on behalf of Director, Indira Gandhi Rashtriya Manav Sangrahalaya (hereinafter referred to as the “IGRMS”), or any of its employees, is provided to prospective Bidders on the general terms and conditions set out in this Bid and such other terms and conditions subject to which such information is provided.

This Bid is not an agreement and is neither an offer nor invitation by the IGRMS to the prospective Bidders or any other person. The purpose of this Bid is to provide interested service providers with the information that may be useful to them in the formulation of their Proposals pursuant to this Bid. This Bid includes statements, which reflect various assumptions and assessments arrived at by the IGRMS in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each prospective Bidder may require. This Bid may not be appropriate for all firms, and it is not possible for the IGRMS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid. The assumptions, assessments, statements and information contained in this Bid, may not be complete, accurate, adequate or correct. Each prospective Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid and obtain independent advice from appropriate sources.

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

The IGRMS makes no representation or warranty and shall have no liability to any person including any prospective Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid or arising in any way in this Selection Process.

This bid IGRMSs not imply that the IGRMS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for providing services and the IGRMS reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The prospective Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the IGRMS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the prospective Bidder and the IGRMS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an prospective Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. GENERAL INSTRUCTION

The present Bid is being invited under which the bidder shall provide Services for “Hiring of Tent House Material services for arrangement of Cultural performance/event/seminar/workshop” under ‘**Two Packet Bid Systems** (i.e. Technical Bid & Financial Bid). Bidder(s) are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The contract will be awarded for a period of One (01) **year initially and further extendable for another one (01) year (subject to satisfactory performance) on mutual consent on same rates and terms & conditions.**

Bidders are advised to read the tender documents carefully. Bid response prepared in accordance with the procedures enumerated in the bid documents should be submitted online to the Director, IGRMS Bhopal, not later than the date and time laid down in the bid documents.

Bids shall be submitted online only at CPP website: <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

The Bidder should submit the tender in the following two bids:

- A. **Technical Bid:** It should contain the documents mentioned under the Clause -7 of Tender document.
- B. **Financial Bid:** It should have rate quoted on the enclosed inventory, inclusive of all taxes, transportation charges.

3. ELIGIBILITY CRITERIA

- (i) The bidder should be a Sole Proprietorship firm OR Company registered under Indian Companies Act, 1956 /Company Act, 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 & should have been in existence in India for the last 05 years ending with 31.12.2023.
- (ii) Bidding in the form of Joint Venture/Consortium is not permitted.
- (iii) The bidding firm/company should have fully functional office in Bhopal.
- (iv) The bidder must have minimum three years experience of making arrangement Tent House Material services for programmes like performing art presentation organized by Central/State Government/ Major autonomous cultural organisation. Services rendered with list of such Central/State Govt./ autonomous cultural organisation with duration of service shall be furnished.
- (v) The bidder must have successfully executed/completed similar Services (“Similar Services” means Services related to Tent House Material”) in cultural performance event minimum three years experience is essential. This will be a ground rule for consideration.
- (vi) The annual turnover in last three (03) F.Ys ending with 31st March 2023 is provided.
- (vii) The bidding firm should have a team of experienced professional on their rolls.
- (viii) The bidding firm should have registered with Income Tax.
- (ix) The bidding firm should have valid GST Registration.
- (x) The Bidder should not be banned or suspended or black listed by any Central/State Government/ PSUs/ Nationalized Banks/ Public Listed Companies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017
- (xi) The bidder should have all statutory licenses & permission as mandatorily required providing such proposed services.

4. SCOPE OF WORK

The brief scope of work is as follows:

- (a) To create ambiance in the various functions/events etc. organized by IGRMS Bhopal.
- (b) Preparation, Development & Execution for setting up pavilions/stall/counters/stage on behalf of IGRMS for various functions, events, workshops, seminars, conferences.

- (c) Overall Management of the entire venue i.e. Stage, VIP Lounge, Guest Seating, Media Stage (with requisite support equipment) Public Seating, Barricading, Refreshments Stalls, Waste Management, Security, etc.
- (d) The agency will control and manage the manpower/technical manpower support required to discharge various works like Transportation & Installations, Pre & Post event sanitation & housekeeping, Garbage Lifting and disposal, dismantling etc.
- (e) Adequate manpower for all the areas as advised by the Director IGRMS (Authorized Person) to be deployed and kept as back-up.
- (f) Complete Solution to the various aspects of the event such as obtaining various statutory permissions/approvals from various Govt. Departments, etc. on behalf of Director IGRMS Bhopal. Payment on account of any statutory permission/approval will be reimbursed to the agency concerned.
- (g) The agency shall use all items neat and clean only and furnish all above key aspects including adherence to quality service and timely execution.

5. SPECIAL TERMS & CONDITION

Special Terms & Conditions are detailed as under:-

(1) OBLIGATION TO CONTRACTOR

- (i) The "Bidder" shall mean the one who has signed the Proposals. The Bidder may be either the Constituted attorney of the company/firm/organization Or the Principal Officer Or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder. It is further clarified that the individual signing the Proposal or other documents in connection with the Proposal must certify whether he/she signs as:
 - a) Constituted attorney of the company/firm/organization, OR
 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.
- (ii) The Bidder shall sign its Proposals with the exact name of the Company to whom the contract is to be issued. The Proposals shall be duly signed and sealed by an executive officer of the Bidder's organization. Each Proposal shall be signed by a duly authorized officer executed under seal. The Bidder shall clearly indicate their legal constitution and the person signing the Proposals shall state his capacity and also source of his ability to bind the Bidder.
- (iii) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Proposal. IGRMS may out rightly reject any Proposal not supported by adequate proof of the signatory's authority.
- (iv) Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the bid price will not include any such amount. If the Education Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- (v) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.
- (vi) The implementing agency will not be allowed to outsource or assign any activities of their project to any other agency.
- (vii) It shall be deemed that by submitting the proposal, the Bidder has: -
 - a) made a complete and careful examination of the Bid;
 - b) received all relevant information/Description of Service, requested from the Directorate of Education;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
 - d) Satisfied itself about all matters, things and information including necessary and required documents for submitting an informed Bid, execution of the Project in accordance with the Bid and performance of all of its obligations there under;

- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid or ignorance of any of the matters referred in bid hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc.
- f) Acknowledged that it not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- h) Noted that this proposal is invited on single responsibility basis, so the bidder is supposed to quote the rates considering all aspects, e.g. inclusive of all charges, octroi, freight, transportation, dismantling cost etc, while submitting his proposal.
- i) The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.
- (viii) The Director, IGRMS reserves the right for monitoring of work in terms of acceptability, utility & quality and make changes/corrections, if any.
- (ix) The Director IGRMS, reserves the right to take inputs regarding performance of a bidder on any similar work (on-going or completed) from any other client whether disclosed in the technical proposal or not. If any such report from the client is found to be unsatisfactory, the contract will liable to be rejected. Any other obligation, if required so.
- (x) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall keep the contract fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.

(2) EARNEST MONEY DEPOSIT/BID SECURITY

- (i) The bidder shall deposit Earnest money (Earnest Money Deposit)/Bid Security as mentioned in NIT in this document in the form of Bank Guarantee /FDR issued from any Indian nationalized/scheduled bank in favour of “**Director, Indira Gandhi Rashtriya Manav Sangrahalaya Bhopal**”, The Earnest money will remain valid for a period of **One Month** beyond the last date of submission of Bid.
- (ii) Besides uploading the scan copy of EMD / Original Hardcopy of Document has to be submitted physically (in sealed envelope scribing Tender Details) within the stipulated time period as mentioned in N I T in the Office of the Director IGRMS, Shyamla Hills , Bhopal M.P.
- (iii) If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within 15 days of the placement of the work order, the Bid security / Earnest Money Deposit will be forfeited and the awarded work will be cancelled.
- (iv) EMD of the bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of the validity of its bid.
- (v) No interest is payable on EMD amount.

(3) COST OF PROPOSAL

Each Bidder can submit one bid only. More than one bid shall be summarily rejected. The bidder shall bear all costs associated with the preparation and submission of his proposal and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

(4) PRE-BID MEETING & AMENDMENT OF THE TENDER DOCUMENT

All prospective bidders are requested to attend the Pre-bid meeting as per venue, date and time indicated in the NIT of Bid above. Maximum two representatives of a firm will be allowed to participate in Pre-Bid meeting. The Director , IGRMS, Bhopal whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent or a representative of prospective bidder, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on portal and the same will be binding on all Applicants or Respondents or Bidders, as the case may be. Further, the Director IGRMS Bhopal reserves the right to change /modify any clause/terms of tender even during currency of contract by issuing an order and the bidder would be bound to comply with the modification, if any.

(5) AUTHORIZATION OF THE BIDDER

The Tender should be signed by the person who is authorized for the same by the bidder or by the person who is duly authorized for the same by the bidder.

(6) SUBMISSION OF TENDER

Bids should be submitted **ONLINE** in two parts- Technical Bid and Financial Bid/Price Bid.

Technical Bid: It should contain the documents mentioned under the **Clause -7** of Tender document.

Financial Bid: It should have rate quoted by the Bidder in the prescribed format only, inclusive of all taxes, transportation charges.

Bidders should ensure submission of all documents along with & as per Check list given in **Annexure-X**. Bidder should apply on-line well before the last date & time. The Director, IGRMS Bhopal will not entertain any bid delayed due to any reason.

(7) DOCUMENTS TO BE UPLOADED ALONG WITH TECHNICAL BID

Technical Proposal must contain the legible copies of supporting documents as mentioned below.

- (i) Check List (**Annexure-X**)
- (ii) Scan Copy of Earnest Money Deposit/ Valid Document for EMD Exemption
- (iii) Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms.
- (iv) GST Registration Certificate.
- (v) GST Return for the F.Y 2022-23
- (vi) PAN Card
- (vii) Income Tax Return for the F.Y 2022-23.
- (viii) An undertaking on letter head stating that Bidder is not banned or suspended or black listed by any Central/State Government/ PSUs/ Nationalized Banks/ Public Listed Companies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017 **Annexure-‘B’**. The Successful bidder will submit this undertaking as Rs. 500/- at the time of executive of agreement.
- (ix) Compliance to requirement of Bid Document & Conflict of Interest-**Annexure-‘C’**.
- (x) Details of Past Experience for providing Tent House items (on Hiring Basis), minimum three years’ experience is essential– **Annexure-‘D’** along with supporting document for proof (i.e. Work Order/ Execution Certificate/ Satisfactorily Completion Certificate)
- (xi) Authorization letter/document from management in favour of Authorized signatory.
- (xii) Proof regarding existence of firm/agency since last 05 years ending on 31.03.2024.
- (xiii) Undertaking with regard to Positive Net Worth in last Audited Financial Statement.
- (xiv) Complete details (Bio-data) of the bidding firm (**Annexure-E**)
- (xv) Firm must be registered under State/Central Govt. of Shop and Establishment Act through Municipal Corporation (Gumashtha).
- (xvi) Proof for office location in Bhopal (M.P.).

(8) OPENING OF TENDER AND EVALUATION OF TECHNICAL BIDS

- (i) The Technical Bids will be opened and downloaded from e-procurement portal as per schedule/timeline or on subsequent working day as per convenience of the Directorate.
- (ii) The technical bid shall be evaluated by the duly constituted Technical Evaluation Committee (TEC)/Purchase Committee. The decision of the Director, IGRMS Bhopal to declare any of the bidders qualified/disqualified in the bidding, on the basis of the advice of the TEC/Purchase Committee, shall be final and binding. The intimation of decision of the Director IGRMS , Bhopal shall be conveyed to the bidders.
- (iii) Decision of the Director, IGRMS Bhopal in this regard shall be final and binding on all the participating bidders. No correspondence to this effect shall be entertained.

(9) RIGHT OF THE DEPARTMENT TO REJECT ANY TENDER

The Director IGRMS, reserves the right to cancel/reject the tender at any stage- Technical/Financial. Further, the Director ,IGRMS , Bhopal not bind himself/herself to accept the lowest or any other bid and reserves the right to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. The Director IGRMS reserves to himself/herself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted and as accepted by the Director , IGRMS Bhopal.

(10) FINANCIAL BID/PRICE BID & ITS EVALUATION

The bidder shall furnish the financial bid (called Financial Proposal).

- (i) The bidder should have rate quoted on the enclosed inventory that they will provide the material, inclusive of all taxes, transportation charges.
- (ii) Rate should be quoted **including GST/ Taxes**.
- (iii) The bidder should keep in mind the conveyance charges, transportation charges, assignment charges, labour charges, installation and dismantling charges etc. which a bidder may incur while executive of work order.
- (iv) The financial proposal which is found with optional/multiple/ abnormal/predatory rates will be summarily

rejected. Price bid should not contain any financial conditions. Variation in the financial terms and conditions of the bid will not be accepted.

- (v) The financial bid shall remain valid for the 04 months from the date of opening of financial bid.
- (vi) The rate quoted by the bidder shall be kept firm for a period specified in the bid from the date of opening of the bid. Escalation of rate will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments within the stipulated period.

(11) AWARD OF CONTRACT:-

- a) The Director, IGRMS Bhopal, will award the contract to successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bid documents and on the basis of lowest rates received. **Successful (L-1) bidder will be selected on the basis of Lowest Rates of the items on the enclosed inventory format. Final Rate Contract will be derived accordingly.**
- b) The Department will communicate to the successful bidder by facsimile confirmed by letter transmitted by speed post /Email that his Financial Bid/Price Bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the Item-wise Rate at which the contractor will be paid in consideration of the execution of services by the firm/agency as required in the contract. On acceptance of Letter of Offer, the Department will issue Letter of Award (LoA) for awarding of Work Contract.
- c) The successful bidder shall be required to furnish a Performance Guarantee within 15 days from the date of placement of Work Order/ Letter of Award.
- d) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

(12) PERFORMANCE GUARANTEE

- (a) On receipt of the Letter of Acceptance from the Department, the successful bidder should remit a **Performance Guarantee @ 3% of the Estimated Cost** of work within 15 (Fifteen) days from the date of placement of Letter of Award in the form of an Irrevocable Bank Guarantee /FDR of any Indian Nationalized/Scheduled Commercial Bank with a validity period of 02 months beyond the date of end of contract. In case the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.
- (b) Performance Guarantee amount remitted will not earn any interest.
- (c) Upon the complete fulfillment of contract by the successful bidder, to the satisfaction of the Department, the performance guarantee furnished by the bidder will be released after recovery of dues, if any. The Director, IGRMS, also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the Department immediately on demand, without raising any dispute/protest.

(13) TERMINATION OF CONTRACT

- (a) The Department reserves the right to terminate the contract at any time on account of non-fulfillment of contract or any of the reasons.
- (b) In case of any material breach or default in the performance of any obligation under the contract, the department may terminate the contract by giving prior notice in writing to the contractor.

(14) SERVICE LEVEL AGREEMENT

The successful bidder shall execute a contract agreement (in prescribed format-**Annexure-F**) within 30 days from the placement of work order as may be drawn up to suit the conditions on a non-judicial stamp paper of value Rs. 500/-, and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the security deposit amount remitted by the bidder will be forfeited besides cancellation of his rights.

(15) VALIDITY OF CONTRACT & RATE CONTRACT

- (i) The Contract/Rate Contract shall remain valid initially for One (01) year (Twelve Months) from the issue of the work order, which can be extended for further one year with mutual agreement of both the parties on the same rates, terms & conditions. However, the Director, IGRMS shall have the right to terminate the agreement solely at the discretion of the competent authority.
- (ii) In case, the contractor is not willing to take further extension beyond the initial tenure of contract, the bidder shall have to give an advance notice (at least 02 months earlier from the date of completion of contract) informing that he/she is not willing for further extension, failing which his Performance Guarantee will be forfeited.

(16) PAYMENT TERMS

- (a) Payment to contract will be made as per Rate Contract for the items mentioned in schedule of Financial Bid.
- (b) Payment shall be made only after completion of particular event/function furnished time to time. No advance payment shall be made to the bidder for any event.
- (c) Efforts will be made for final payments within 15 days from the date of submission of bills. The bills should be supported by detailed description of work furnished along with items actually provided for that event/function.
- (d) The contractor shall prepare a description of the items provided on the spot and get it signed from the In-charge of the Program/Event/Meeting or any other officer/official nominated by Department concerned. Tent House material/items installed in the event should be duly verified by the authorized officer/official of the event of the Department concerned.
- (e) No payment shall be made if the description is not properly verified and signed from the authorized person.
- (f) The payment will be made as soon as possible, hence if the contractor refuse to carry out the work orders due to non-payment of earlier bills, then their contract shall be terminated.
- (g) In case of any item is rejected, the same shall be removed from the venue immediately by the vendor at his/her own cost. No payment to such items shall be made under any circumstances.
- (h) In case of theft, fire, riots, natural calamities etc., the successful contractor shall bear its loss or damages of the property or lives as the case may be and the IGRMS, Bhopal, shall not be liable to pay for such losses/damages etc.
- (i) In case at any stage, if it is found that extra payment has been made on any bill in the past, then the same shall be recovered from the current bill/Performance Guarantee.
- (j) While making payment, Income tax/GST shall be deducted at source from the bills as per the rules of the Income Tax Act and GST Act. In case any short deduction of TDS noticed at any time, the same will be deducted from the current bills/payments due.
- (k) The items required shall be provided at the place of program or at any other place as per the directions issued from time to time in timely manner without any extra cost.
- (l) The Director, IGRMS , Bhopal will not be responsible for any loss or damage of any item supplied, due to any reason whatsoever.

(17) PENALTY

- (a) In case the contractor fails to comply with the order immediately even at a short notice, the Department will be at a liberty to have the work executed from outside parties and the additional expenditure incurred, if any, on this account shall be recovered from the contractor. Therefore, all liability (in full or part) arising out of non-compliance of the order after acceptance of the terms and conditions shall vests on the part of the contractor(s).
- (b) If there is any dereliction / irregularity in service or delay in service or if the item installed/used by the contractor is substandard /non-functional or insufficient, the same will be treated as poor performance in the services, the concerned contractor will be held responsible by the competent Authority and liable for the consequences thereof and will be penalized by way of imposing the penalty and recovery from bill/performance guarantee as under:-

| | |
|---|--|
| Non Performance (1 st Instance) | Full recovery from Performance Guarantee, Termination of Contract & Debarment for 03 years. |
| Poor Performance (1 st Instance) | Recovery@10% event/ function of Bill of respective |
| Poor Performance (2 nd Instance) | Recovery@25% event/ function of Bill of respective |
| Poor Performance (3 rd Instance) | Recovery@50% event/ function of Bill of respective |
| Poor Performance (4 th Instance) | Recovery @ 100 % of Bill of respective event/function Termination of Contract, Forfeiture of Performance Guarantee & Debarment for 03 years. |

(18) ROLE & RESPONSIBILITY OF DEPARTMENT:-

- (i) The Director , IGRMS reserves the right to use in-house information for assessment of capability of bidders. The decision of Director, IGRMS, Bhopal regarding the tender will be final and binding.
- (ii) The IGRMS shall inform about schedule, venue & specific requirements of prospective event/function etc followed by issuance of work order to the contractor on each occasion.

- (iii) The Director, IGRMS, Bhopal shall provide the necessary access to the venue for contractor.
- (iv) The Director, IGRMS, Bhopal reserves the right for monitoring of work in terms of acceptability, utility & quality and make changes/corrections, if any.
- (v) The Director, IGRMS, Bhopal reserves the right to take inputs regarding performance of a bidder on any similar work (on-going or completed) from any other client whether disclosed in the technical proposal or not. If any such report from the client is found to be unsatisfactory, the contract will liable to be rejected. Any other obligation, if required so.

(19) ROLE & RESPONSIBILITY OF CONTRACTOR:

- (i) The contractor shall not offload either full or part of the work to other bidder.
- (ii) If performance of the contractor is not up to the mark, the IGRMS reserves the right to reallocate full / part order to other qualified bidders/other agency. Any additional cost incurred by the Department due to such reallocation should be borne by the bidder.
- (iii) Any notice regarding any problem, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- (iv) In the course of discussion and instruction, the IGRMS may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
- (v) Provisions for Workmen Compensation, Public Liability, Property Damage, Insurance, Labour Laws etc. to be ensured by the contractor. Also, safety measures prescribed for working in risk area & use of personnel protective equipment must be adhered to.
- (vi) It will be the responsibility of the contractor to comply with all the statutory requirements of the programs/events e.g. NOC/Licenses from relevant Authorities. In case of noncompliance, the contractor shall be held responsible and penalty if any imposed on the Department will be recovered from him.
- (vii) The contractor should arrange for his own staff (skilled) for installing, loading, dismantling, cleaning, scanning, and other allied work.
- (viii) The firm/contractor shall be solely and fully responsible for lapses, violation, and noncompliance, if any of all the statutory dues and the Institute shall in no way be a party to it.

(20) FRAUD AND CORRUPT PRACTICE

- a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this bid, the IGRMS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the "Prohibited Practices") in the Selection Process.
- b) In such an event, the IGRMS shall,
 - Forfeit and appropriate the Bid Security or Performance Security.
 - Debar it from participation in any tender issued by the Department during a period of 2 years from the date such Bidder, is found by the Department to have engaged or indulged in such practice.
- c) Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- d) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- f) The Bidder is required to comply with terms of Integrity Pact as applicable.

(21) FORCE MAJEURE

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power

blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

- b) That no penalty shall be levied on the Bidder in case of force majeure event.
- c) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days, Department at its option may terminate the contract.
- d) Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the Bidder at a price to be fixed by the Department, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the Board may deem fit, if mutually agreeable between the Parties.
- e) For the purposes of this Contract, "Force Majeure" shall not include:
Any event which is caused by the negligence or intentional action of a Party,
Insufficiency of funds or inability to make any payment required hereunder
- f) Measures to be taken:
 - A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- g) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by Department, shall either:
 - Demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- h) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

(22) DISPUTE REDRESSAL MECHANISM

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.
- b) At the first instance, the matter should be resolved between the Project Manager of the Bidder and the IGRMS Bhopal. If the same is not resolved as above within 15 days, then the matter has to be taken in to coordination committee for resolving the same within 15 days.
- c) If the dispute, differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, the same will be finalized through Court of Law.

(23) JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of the agreement will be subjected to the jurisdiction of the Courts in Bhopal only.

DETAILS OF ANNUAL TURNOVER

The Annual turnover of M/s for the past three (03) Financial Years are given below and is certified that the statement is true and correct.

| Financial Year | Turnover (Rs. In lakh) |
|----------------|-------------------------|
| 2020-21 | |
| 2021-22 | |
| 2022-23 | |

Name & signature of the authorized signatory
With rubber stamp

SIGNATURE OF CHARTERED ACCOUNTANT
(With seal and Address)

(Note:- UDIN is required on the certificates issued by Chartered Accountant)

UNDERTAKING

(Letter head of the firm)

To

The Director,
Indira Gandhi Rashtriya Manav Sangrahalaya,
Shyamla Hills ,
BHOPAL (M.P.)462002

Name of the bidder _____

Sir/ Madam

1. I/We hereby agree to abide by all terms and conditions laid down in Bid.
2. This is to certify that I/We before signing this bid have read and fully understood all the details contained therein and undertake myself to abide by the terms of Bid.
3. I/We declare that I/we or any of our constituent partners (in case of partnership firm) are not banned/suspended/black listed by any Central/State Government/ PSUs/ Nationalized Banks/ Public Listed Companies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017. It is further stated that none of us has been convicted by any court of law.

(Signature of the Authorized Signatory)
With seal.

UNDERTAKING
COMPLIANCE TO REQUIREMENT OF BID DOCUMENT
&
CONFLICT OF INTEREST

To
The Director,
Indira Gandhi Rashtriya Manav Sangrahalaya ,
Shyamla Hills ,
BHOPAL (M.P.)462002

Name of the bidder: _____

Sir/Madam

1. We confirm that our bid comply the total techno-commercial requirements of bidding document without any deviation.
2. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

(Signature of the Authorized Signatory)
With Rubber Stamp

DETAILS OF EXPERIENCE**(Details to be filled with respect to past experience with project value)**

| S. N | Name of the organization with which the bidder has worked | Type of organization (Govt./ Autonomous / PSUs /Govt. Undertakings / Nationalized Bank/ Public Listed Company) | Description of Work | F.Y in which work executed/ completed | Value of the work order / work completed (in Rs.) | Whether Proof (work order/ Satisfactorily completion Certificate/ Exp. Certificate Attached (Yes/No) |
|---------|---|--|---------------------|---------------------------------------|--|--|
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(Extra sheet may be used, if required)

Name & signature of the authorized signatory
With rubber stamp

DETAILS OF BIDDER

ANNEXURE-'E'

- i) Name of the Bidder/Bidding Firm:-
- ii) Address:-
- iii) Tel No.-
- iv) Email ID
- v) Year of Establishment:-
- vi) Status of the firm — whether Company/Firm/Proprietary
- vii) GST Registration No.:-
- viii) PAN Detail:-
- ix) Name of Authorized Person:-
- x) Contact Details of Authorized Person:-

Name & signature of the authorized signatory
With rubber stamp

SERVICE LEVEL AGREEMENT

This agreement is made on the _____ day _____ Month _____ (Year) Between the Director, Indira Gandhi Rashtriya Manav Sangrahalaya ,(IGRMS) Bhopal (M.P.) (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part

AND

_____ (Name and address of the contractor) through _____, authorized representative (hereinafter called "the contractor" which expression shall unless excluded by or repugnant to the contest, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Tent Items/ Light & Sound on Hiring Basis.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and conditions of contract hereinafter referred to.
2. The following documents and all terms & conditions of the bid document shall be deemed to form and be read and constructed as part of this Agreement, viz.
 - (a) **Scope of work**
 - (b) **Payment Terms**
 - (c) **Penalty**
 - (d) **Termination of Contract**
 - (e) **Validity of Contract & Rate Contract**
 - (f) **Obligation to Contractor**
 - (g) **Dispute Redressal Mechanism**
 - (h) **Jurisdiction of Court.**
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute the agreement w.e.f. _____ to _____.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works / services as per this Agreement and bid document, the contract price of Rs. _____ (Rupees: ----
-----)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the Director, IGRMS

Signature of the authorized official
official

Signature of the authorized officer Name of the
Name of the officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

_____ Name

_____ Name

On behalf of the contractor in
presence of:

on behalf of the Department in The
in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

 Mob./Telephone No. _____

 Mob./Telephone No. _____

FINANCIAL BID / BOQ

Note: - Bidders are advised to read Clauses of NIT especially Scope of Work & Financial Bid/Price Bid, prior to quotation of Rate. **Successful (L-1) bidder will be selected on the basis of Lowest Rates of the items on the enclosed inventory format. Final Rate Contract will be derived accordingly.**

**Indira Gandhi Rashtriya Manav Sangrahalaya,
Bhopal
Financial Bids
Tent House Material**

| Sr.No | Items |
|-------|---|
| 1 | 19 mm Ply board and Rafter for prepared stage floor(per sq.ft.) |
| 2 | VVIP chair/ exclusive stage chair |
| 3 | Steel Sofa set/VIP sofa |
| 4 | Water proof pandal/tent |
| 5 | 20' x 30' Cloth/curtain |
| 6 | Dome Water Proof with pipe frame |
| 7 | Back drop frame with flex/pipe |
| 8 | Rage Ramp Slope with Platform |
| 9 | Green Net |
| 10 | white ceiling |
| 11 | Stage masking 3 side with cloth |
| 12 | Queue manager |
| 13 | Exclusive stage cooler |
| 14 | VIP Carpet |
| 15 | Fire extinguisher |
| 16 | Pipe wall running ft. |
| 17 | Pipe pandal 15' height – per sq.ft. |
| 18 | Pipe pandal 10' height- per sq.ft. |
| 19 | Kanat |
| 20 | Dari 8' x 10' |
| 21 | Bichat – per sq.ft. |
| 22 | Parda 15' x 10' size |
| 23 | Galicha woolen- per sq.ft. |
| 24 | Role meeting woolen- per sq.ft. |
| 25 | Synthetic carpet- per sq.ft. |
| 26 | Table cloth 4' x 6' |
| 27 | Table cloth 4' x 10' |
| 28 | Gadda |
| 29 | Gadda foam |
| 30 | Rajai |
| 31 | Rajai cover |
| 32 | Pelo/takiya soft cover |
| 33 | Colour chador/bedsheet |
| 34 | White chadar/bedsheet |
| 35 | Load soft cover |
| 36 | Kambal /blanket |
| 37 | Kambal/ blanket cover |
| 38 | Palang/ iron bed |
| 39 | Chair fiber |
| 40 | Chair foam |
| 41 | Stage chair |

| | |
|----|-------------------------------|
| 42 | Table |
| 43 | Table frill |
| 44 | Round table with cover |
| 45 | Takat -1. ½ ft. –per sq.ft. |
| 46 | Takat- 3ft- per sq.ft. |
| 47 | Takat 5ft. per sq.ft. |
| 48 | Stage seedi/ lader – 1. ½ ft. |
| 48 | Stage seedi/ lader- 3 ft. |
| 49 | Wash basin steal |
| 50 | Fan |
| 51 | Silent fan |
| 52 | Water Cooler |
| 53 | Jambo cooler |
| 54 | Side entry |
| 55 | Drum water plastic |
| 56 | Steel tank water |
| 57 | Tub steel big |
| 58 | Tub steel small |
| 59 | Gas Bhatti single |
| 60 | Gas Bhatti double |
| 61 | Kadai |
| 62 | Parat/ tai |
| 63 | Bucket steel |
| 64 | Hamam dasta |
| 65 | Sagdan |
| 66 | Jug |
| 67 | Plate set |
| 68 | Plate acrylic |
| 69 | Donga |
| 70 | Rice plate |
| 71 | Glass steel |
| 72 | Katori |
| 73 | Table spoon |
| 74 | Service spoon |
| 75 | Karchi |
| 76 | Dust bean |
| 77 | Roti Bhatti |
| 78 | Soup dispenser |
| 79 | Water dispenser |

Signature of Bidder with Stamp

| CHECK LIST | | | |
|-------------------------|---|---|----------|
| Name of the Bidder:-M/S | | | |
| Address: | | | |
| S. N | Name of desired Document | Whether copy of desired certificate/ Documents uploaded | PAGE NO. |
| 1 | Earnest Money Deposit (Scan Copy) /Document for EMD Exemption | Yes/No | |
| 2 | Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms | Yes/No | |
| 3 | GST Registration Certificate | Yes/No | |
| 4 | GST Return (F.Y- 2021-22) | Yes/No | |
| 5 | PAN Card | Yes/No | |
| 6 | Income Tax Return for the F.Y 2021-22 | Yes/No | |
| 7 | Summary (duly certified by C.A) regarding Financial Year wise Average Annual Turnover (Annexure-'A') | Yes/No | |
| 8 | Balance sheet and Profit & Loss Account for the following 03 Financial Years | | |
| | 2020-2021 | Yes/No | |
| | 2021-2022 | Yes/No | |
| | 2022-2023 | Yes/No | |
| 9 | Undertaking (Annexure-B) | Yes/No | |
| 10 | Undertaking (Annexure-C) | Yes/No | |
| 11 | Details of Past Experience (minimum three year essential) -(Annexure -D) | Yes/No | |
| | Supporting Document/Proof | Yes/No | |
| | Supporting Document/Proof | Yes/No | |
| | Supporting Document/Proof | Yes/No | |
| 12 | Authorization letter/ document from management in favor of signatory | Yes/No | |
| 13 | Undertaking with regard to Positive Net Worth in Last Audited Financial Statement | Yes/No | |
| 14 | Complete Details of the Bidding Firm (Annexure-E) | Yes/No | |
| 15 | Proof for office location in Bhopal (M.P.) | Yes/No | |

Name & signature of the authorized signatory
With rubber stamp