

# REQUEST FOR PROPOSAL

**Name of the Work:** "Request for Proposal for Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park"



**BRAHMAPUR DEVELOPMENT AUTHORITY**

**BRAHMAPUR**

At- Courtpeta, Court Road, Brahmapur (Odisha) Pin Code-760004

Email ID- [bda.brahmapur311@gmail.com](mailto:bda.brahmapur311@gmail.com)

Website-[www.bdabrahmapur.in](http://www.bdabrahmapur.in)



**BRAHMAPUR DEVELOPMENT AUTHORITY, BRAHMAPUR**

Letter No. 147

Date: 10/02/2025

**INVITATION OF PROPOSAL**

Brahmapur Development Authority (BeDA), Brahmapur hereby invites bids from the authorized Bidders / Agencies for **"Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park, Brahmapur (Odisha)"**. Bidders / Agencies are advised to study this document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on the website of BeDA i.e. [www.bdabrahmapur.in](http://www.bdabrahmapur.in) for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the bidding process subject to the submission of required Bid/ bidding document fee and Earnest Money Deposit (EMD).

S.No	Name of the Work	Earnest Money Deposit (Rs.)	Bid fee with GST @ 18%	Completion Period
1.	Request for Proposal for Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park	1,00,000	11,800	3 years

Secretary  
BeDA, Brahmapur

Memo No. 148

Date: 10/02/2025

Copy to Issue & dispatch section, BeDA for information and requested to publish the EOI notice in the Notice Board and webcast the same in the website.

Secretary  
BeDA, Berhampur

Memo No. 149

Date: 10/02/2025

Copy to the Advertisement Manager, The New Indian Express and The Daily Bhaaskar with a request to publish the same with minimum I&PR approved rate for one day on or before dt. 12.02.2025 & the font size of the letters of advertisement shall be of 08 pts. Also you are requested to submit the bill in duplicate for payment.

Secretary  
BeDA, Berhampur



**Time schedule for Bidding:**

<b>S. No</b>	<b>Description</b>	<b>Critical Dates</b>
<b>1</b>	Publish of RFP	10.02.2025
<b>2</b>	Upload of RFP in BeDA website	12.02.2025
<b>3</b>	Pre-Bid Meeting	20.02.2025 at 11.00 AM
<b>4</b>	Bid Closing Date/Time of RFP	10.03.2025 at 05.30 PM
<b>5</b>	Technical Bid Opening Date/Time	11.03.2025 at 11.00 AM
<b>6</b>	Financial Bid Opening Date/Time	<b>To be intimated</b>

1. Subsequent corrigendum, if required, shall appear in the websites **www.bdabrahmapur.in**
2. Authority reserves the right to reject any or all the Bids without assigning any reasons
3. For any other queries, the bidders are advised to send an email to: **bda.brahmapur311@gmail.com**



## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Brahmapur Development Authority (here for the referred to as BeDA in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/contractor/developer/Manufacturer/Supplier etc.) is on a wide range of matters, some of which depends 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BeDA and its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

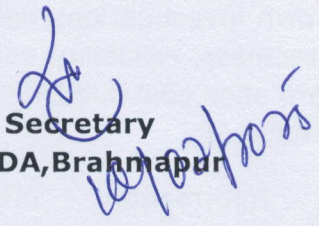


The BeDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The BeDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BeDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The 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 BeDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BeDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

  
**Secretary**  
**BeDA, Brahmapur**



## **Introduction:**

The project consists of High-end 3D Mapping Projection undertaken on a statue of Lord Shiva at Ramalingeswar Park of Brahmapur City. The show consists of Laser Projectors, Audio System, 3D Mapping tools, RGB LED Lighting, Fountains etc. All of which is programmed to choreograph along with a well written and directed story with eye catching Visual video content and coordinated Fountains. (DMX Controlled Pump). The machine includes of SITC of 21000 Center Lumens 3 Chip DLP Laser Phosphorous Projector (Model Panasonic).

## **Scope of work**

1. Selected Agency shall, always, operate the Project in accordance with the provisions of the Contract, Applicable Laws and permits. In particular, the Selected Agency shall, always during the Operating Period, conform to the service and maintenance requirements set forth hereof and as per Good Industry Practice.
2. The Selected Agency shall Operate the musical fountain in the evening on all the days for half an hour throughout the year (except one weekly off for maintenance). The frequency of the show may be enhanced as per requirement in specific days.
3. The selected agency will operate the DG Set during the entire show time and required fuel will be borne by the Agency.
4. Daily checking of fountains, Routine maintenance of the system.
5. The Selected Agency shall undertake clearing of any choking in the drainages, manholes, etc
6. The Selected Agency shall not be allowed to damage, destruct or demolish any structure, area or asset, which is owned by the Authority inside or outside the Project Facility areas.
7. The deployed manpower should be qualified in the respective field. Persons deployed at site should be approved / confirmed by the Authority. If any person deployed is found unsatisfied by the Authority, after necessary communication to the selected Agency, should be replaced immediately.
8. The Selected Agency should provide at least 2 Nos. of Operators for operation of the show during the contract period.
9. The Selected Agency has to ensure for Periodical visit of Supervisor, Electrical Engineer, Sound Engineer, Graphic/ Programming Engineer for smooth running of the project.
10. All the deployed persons should undergo regular training for the operation & safety measure. The same shall be arranged and ensured by the selected Agency.
11. The Selected Agency to comply with applicable labour laws.
12. The selected Agency Should take all necessary insurance required to operate the said activity and also submit the copies of the same to the Authority.
13. The Selected Agency is to ensure that shows are conducted regularly as per timing decided by the Authority. Failure to conduct a show on account of maintenance requirement / breakdown of any component of the system



shall constitute a breach. Under such circumstances, the Agency should intimate in writing to the Authority for repairing / replacement and support / facilitate for procurement of the items / equipment from the genuine agency. However, the Agency must engage the technical personnel for repair / replacement of the items / equipment. Unnecessary delay in any manner will impose penalty on the selected Agency as deemed fit by the Authority.

**General Instruction:**

1. The interested Agencies may submit the Bid document complete in all respects along with Earnest Money Deposit (EMD) of Rs 100,000/- (Rupees one lakh) only along with Proof of Bid Paper Cost of Rs.11,800/- and other requisite documents by 10.03.2025 up to 5.30 PM at Brahmapur Development Authority, Brahmapur, Odisha. The bidder may send their bids through Regd. Post, Speed Post and Courier or by hand at BeDA on or before the schedule date & time. Bids received after due date shall not be accepted in any case. No other mode of submission of documents shall be acceptable.
2. Bids which do not reach this office up to 5.30 P.M. on due date, will not be opened and will be returned unopened. The BeDA will not be responsible for any delay in receipt of bid by post what so ever may be the reason.
3. Bids submitted by mail or any other automated form will be summarily rejected. Late bid shall be out rightly rejected.
4. **The offer is to be submitted in a sealed envelope in the following manner**
  - a. First envelope will contain cost of Bid Paper of Rs.11,800/- & Earnest Money Deposit of Rs.1,00,000/- separately in shape of DD drawn in favour of the Secretary, BeDA, Brahmapur payable at Brahmapur from any Nationalized / Schedule Bank.
  - b. Second envelop will contain Annexure -1 to 6 and RFP document duly signed by the Bider on all pages with seal.
  - c. Third envelop will contain Annexure-7 duly filled and signed with quoted Financial Proposal.

***Envelopes I, II & III should be duly super scribed by name and mailing address of the Firm/Agency on the face of the envelope along with the details on it. All the above three sealed envelopes should be put in a single sealed envelope duly super scribed with the name and mailing address of the Firm/Agency on the face of this single envelope. This single sealed envelope should be submitted in the office of the BeDA, Brahmapur.***

5. The quotations will be opened in the presence of bidders or their authorized representatives who choose to attend on the date and time mentioned here



in the office of the **BRAHMAPUR DEVELOPMENT AUTHORITY, COURTPETA, COURT ROAD, BRAHMAPUR-760004, GANJAM (ODISHA)**. The bidders or their authorized representatives, who will remain present at the time of opening of bid, shall sign in a register/ attendance sheet in evidence of their presence. In the event of specified date of opening of the bid declared as a holiday for BeDA, the bids shall be opened as per the schedule on the next working day.

6. The Financial Bid of only those Bidders will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the bidder or their authorized representatives of the technically qualified bidders, who wish to attend.
7. The lowest bidder (L1) in the financial bid would be considered as the successful bidder. In the case, the lowest bidder (L1) is failed to sign the contract within the stipulated time period for any reason then the second lowest (L2) bidder would be considered by the committee to sign the contract provided he agrees at the rate quoted by the L1.
8. The refundable Earnest Money Deposit bears no interest and should be in the shape of Demand Draft drawn in favour of the Secretary Brahmapur Development Authority, Brahmapur. It should accompany with the detail Technical Bid failing which the Bid application shall be rejected summarily. The EMD shall be refunded after the acceptance of Performance Security from the successful Bidder.
9. The successful Bidder will have to deposit a Performance Security Deposit of 3% of the Contract value in the form of Demand Draft from any Nationalized/Scheduled Bank drawn in favour of the Secretary Brahmapur Development Authority.
10. The performance security shall be returned to the successful Firm only after satisfactory performance with respect to the terms and conditions of the order and after expiry of the contract period/order period without interest. The Performance Security shall be released subject to fulfilment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Fund Audit and shall be subject to deductions/recovery of any amount(s) pointed out by the Audit.
11. Successful bidder must maintain a logbook of the operation and regular maintenance as well as for the preventive maintenance.

**Bid Security/EMD shall stand forfeited in the following situations:**

- (1) In case of any conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- (2) In case of withdrawal of bid during the validity period.
- (3) In case of submission of a grossly wrong or fraudulent bid.
- (4) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- (5) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- (6) If the Agreement is not executed within the time period specified in the



LoA or as specified by the Authority, even though Performance Security has been paid. (In this case, both Bid Security and Performance Security will be forfeited and LoA will be cancelled).

- (1) If the Licensee wants to withdraw before signing of Agreement.
- (2) In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and will full breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited as per the terms of this bid documents.

### **The Bidder Should fulfil the following Technical Eligibility Specification**

The Agency will have to submit the following documents to qualify for the Technical Bid.

- GST Registration
- PAN Card
- PF Registration
- Electrical license
- The bidder must have average annual turnover of Minimum Rs. 30 (Thirty) lakhs in any financial years i.e 2021-22, 2022-23 & 2023-24 (**Format Annexure- 3**, copy of the Audited Financial Statement and ITR to be enclosed)
- Bidder has to submit EMD and Bid Fees as mentioned in the RFP.
- Declaration certificate by the Bidder in the form of Affidavit is to be submitted. (**Format Annexure - 2**).
- Non-Blacklisting declaration (**Format Annexure - 4**)
- Experience certificate of having successfully completed similar works during last 5 years: (**Format Annexure - 5**)

**One** similar work costing not less than the amount equal to 20 Lakhs  
or

**Two** similar works each costing not less than the amount equal to 15 Lakhs.

or

**Three** similar works each costing not less than the amount equal to 10 Lakhs.

**"Similar work"** shall mean exclusively managing contract for operating Light and sound show, Fountain works and Musical Dancing fountains or other public areas in the last 5 years of Similar Scale

- \* **All the above stated documents are required to be duly attested by the Contractor/Bidder under the Company seal.**
- \* **If any of the above documents is found missing or incorrect, then the bid will be disqualified.**
- \* **Proof of having successfully completed similar works must**



**be submitted in the form of a Completion Certificate issued in favour the firm by the Client.**

**\* Joint Venture or consortium of Bidders is NOT permitted.**

### **Financial Proposal**

The bidders must submit rates for operation and maintenance separately format given in "**Annexure -6**" The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round:

### **General Terms and Conditions**

The BeDA does not bind itself to accept the lowest Bid and reserves the right to reject or partially accept any or all the Bids received, without assigning any reason.

Bids, which do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason.

Bids incorporating additional conditions are liable to be rejected

Before quoting the service charges the Agency must assess the quantum of work involved after going through the specifications of work and physical inspection of the fountains and its allied machinery in the premises with prior information to the client.

While submitting the Bid, the Agency must note that there will be no revision of the Bided rate on any ground whatsoever during the entire tenure of the contract. Therefore, they should include all eventual increases in statutory liabilities while quoting their offers.

Agency should provide the services as per contract. In case of the Agency's failure to provide requisite services on particular day/days and for breakdown maintenance / preventive maintenance, proportionate deduction shall be made from the bill. Similarly, proportionate deductions shall be made if the agency does not carry out the overhauling work satisfactorily.

In case of any dispute arising out of this contract between the BeDA and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Secretary, BeDA on receipt of an official request with details of the dispute, from either side. The decision of the arbitrator, so appointed, shall be final, conclusive and binding on all the parties to the contract. The submission shall be deemed to be submitted before the arbitration under the Arbitration and Reconciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made thereunder for the time being in force.

Selected bidder shall be deemed to be acting as an independent Contractor/ Licensee of Authority and shall not be deemed an agent, legal representative, joint venture, partner, employee of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other



person/ entity.

The Agency shall engage qualified staff for this work with to the satisfaction of BeDA. The ticketing work will not be done by the agency for the Laser show, they will only operate the show.

1. Force Majeure

Neither the Agency nor BeDA shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of an act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

2. Jurisdiction for Legal Dispute

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of Vice Chairman, Brahmapur Development Authority will be the final Authority to resolve the dispute.



## ANNEXURE - 1

**(To be submitted on the Letter Head of the Bider)**  
**DETAILS OF BIDDER PARTICIPATING IN THE BID**

SI No.	Description	To be filled by Bidder
	Name of the Agency	
	Year of Establishment	
	Firm registration details/ number	
	Registered office with full address	
	Full Postal Address of communication	
	Telephone Number(s) of office	
	Contact person Name with Mobile No.	
	E-Mail ID	
	Website if any	
	Nature of Entity:  (A company incorporated as per Indian Companies Act 1956 / 2013 (Copy of Memorandum and Article of the association of the bidder should be submitted) <b>Or</b> Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) <b>Or</b> a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate)	



	Annual turnover certificate of any three last financial years.	
	GST registration number:	
	PAN number:	
	Electrical license details/ number:	

I/We hereby solemnly declare that I/we have downloaded all the documents from BeDA website Portal and all the information / statements are true to the best of my/ our knowledge. I/we also declare that my/our firm is not involved in any Litigation or Arbitration with BeDA during the last 05 (five) years. I/We further declare that the decision of BeDA in this regard shall be final and binding on me/us.

Place:

Date:

Bidder Signature with date & Seal



(Applicable for All Bidders)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, Shri/Smt./Ms....., Son/daughter/Wife of .....

Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"

....." (**Strike out whichever is not applicable**).

2. It is hereby declared that I/We are currently not deprived from Biding in any govt. organization including BeDA and I/We have furnished the required eligibility documents as a valid Bider for the above-mentioned work.

3. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding process.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BeDA.

5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BeDA to verify this statement or regarding my (our) competence and general reputation.

6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our Bid for the work "**Request for Proposal for Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park, Brahmapur**" in Brahmaur vide Bid Reference.....DT .....are true and correct.

1. My/Our present.....address for correspondence is.....and .....my/our telephone/contact ..... number are.....and e-mail ID for correspondence is ..... I/We shall promptly intimate the Bid inviting Officer (Secretary, Brahmapur) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within



a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BeDA and subsequent situation may arise due to such delay/gap.

**(Signature of the Bider/Company with Seal of the Firm)**



**FINANCIAL CAPABILITY STATEMENT**

*Format for CA Certificate*

(The format should be certified by Chartered Accountant)

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Average Annual Turnover (INR Crores)</b>
1	2020-22	
2	2021-23	
3	2022-24	
<b>Average</b>		

**Note:** CA Certified copies of audited Balance Sheets, Copy of Income tax returns to be enclosed for each financial year and copy of GSTR-3B return for the last tax period.

Name of CA

Signature with Date and Seal  
Membership No.



**Non-Blacklisting declaration**

(To be given on Company Letter Head)

To,  
The Secretary,  
Brahmapur Development Authority (BeDA)  
Brahmapur

Date-

Sub: - Declaration for non-blacklisting

Bid Ref. No. \_\_\_\_\_

Name of the work: Selection of Agency for Operation and Routine Maintenance  
of Floating Musical Fountain at Ramalingeswar Park

Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/  
agency of Central/ State Government of India or any other country in the world/  
Public Sector Undertaking/ any Regulatory Authorities in India or any other  
country in the world for any kind of fraudulent activities.

Yours Faithfully

Signature of the Authorized signatory

With official seal



**Annexure-5**

**DETAILS OF ELIBIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST 5 YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF BID**

SI No.	Name of work/ Project and location	Name of the Organization. Contact Person and contact numbers	Cost of work in Rs. In Crores	Date of commencement as per Contract	Date of Completion

Signature of Authorized Person

(Name)

(Seal of the Agency)

**NB:**

- (i) Enclose self-certified copies of Work Orders & Work Completion Certificates



**Annexure-7**

**(On the letterhead of the Bidder)**

Bidder's

Name.....

..... Address

.....

.....

Name of the work: - Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park

Sl No	Item Description	Basic amount for a Month in Rs.	GST in Rs.	Total Amount with taxes for a Month in Rs.
1	Selection of Agency for Operation and Routine Maintenance of Floating Musical Fountain at Ramalingeswar Park including all Scope of the Work mentioned in the RFP			

Quoted Amount = Rs.....

Total sum of (In Figures) ₹.....(In Words)

Rupees.....

Dated:

Bidder's Signature

Seal

Address: