

CUTTACK MUNICIPAL CORPORATION

**CUTTACK
GOVERNMENT OF ODISHA**



RFE NO: - 839

REQUEST FOR EMPANELMENT

Empanelment of Agency for Operation & Management of Center for Performing Arts, Cuttack (CPAC) under Cuttack Municipal Corporation, Cuttack.

TENDER SCHEDULE

Availability of Tender documents	: 09.05.2023 at 11:00 A.M.
Last date for submission of Sealed Tender	: 23.05.2023 up to 5:00 P.M.
Opening of Technical Bid	: 24.05.2023 at 11:00 A.M.
Opening of Financial bid	: 24.05.2023 at 04:00 P.M.

Issued by:
Commissioner
Cuttack Municipal Corporation
Cuttack



Cuttack Municipal Corporation, Cuttack

RFE NO: 834

Dated: 08/05/2023

The Commissioner, Cuttack Municipal Corporation (CMC), Cuttack, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National and International repute for **"Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation Cuttack.**" As detailed in the scope of work in this DTCN. The interested and eligible Agency/Firms with valid Registration Certificate as an NGO, performing Art institution, Professional organization, or Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.cmccuttack.gov.in).

Nature of Works	Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation Cuttack
Tender (Bid) Cost	Rs.11,800/- (Bid cost-10,000/-+ GST 18% i.e., 1800/-)
EMD	Rs.50,000/-
Availability of bid document in the website	From 09.05.2023 11.00 A.M. to 23.05.2023 up to 5:00 P.M.
Last date of receipt of Bid	23.05.2023 up to 5:00 P.M.
Mode of Receipt of Bids	Through Speed Post/ Registered Post (India Post)/ and by no other means.
Date & place of opening of Technical Bid	24.05.2023 at 11:00 A.M. at Commissioner's Conference Hall, Biju Bhawan, Choudhury Bazar, Cuttack
Date & place of opening Commercial Bid	Date: 24.05.2023 at 04:00 P.M.
Address for Business query and correspondence	Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website- www.cmccuttack.gov.in E-mail Id- mccmc@nic.in , siocmc@gmail.com
The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Cuttack District website (www.cmccuttack.gov.in). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query, then contact E-mail ID - mccmc@nic.in .	


Commissioner
Cuttack Municipal Corporation
Cuttack

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Disclaimer

- 1) All information's contained in this RFE subsequently provided are in good faith. This RFE is not an agreement or an offer by CMC to the prospective applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFE.
- 2) CMC accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFE.
- 3) CMC 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 RFE, without assigning any reason or providing any notice and without accepting any liability for the same.
- 4) The issue of this RFE does not imply that CMC is bound to select an applicant or to appoint the selected applicant. CMC reserves the right to cancel this request for RFE and/ or invite afresh with or without amendments to this request for RFE, without liability or any obligation for such request for RFE and without assigning any reason. Information provided at this stage is merely indicative.

Part-I:Instructions toApplicants

1 InvitationforProposal

Cuttack Municipal Corporation (CMC) hereby invites from performing Art institution, Professional Organisation and NGOs (here by Agency) to provide operation & management of Centre for performing Art in Cuttack Municipal Corporation. Bidder/Agencies are advised to study this document carefully before submitting their proposals in response to the RFE 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 RFE document has been published on www.cmccuttack.gov.in for the purpose of downloading. The downloaded RFE documents shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, Bidders/Agencies can contact through email: mccmc@nic.in, siocmc@gmail.com

- (i) Selection procedure shall be adopted as stipulated in this RFE.
- (ii) Bidder (authorized signatory) shall submit their proposal for eligibility and technical evaluation process.
- (iii) Bidders/Agencies are requested to submit the complete RFE response proposal, processing fee, well in advance in time to avoid any other unforeseen problems.

Schedule of Bidding Process

#	Particulars	Details
1	Publication of RFE Notice	09.05.2023
2	Uploading of RFE document in CMC website	09.05.2023
3	Last date for pre-RFE queries submission	16.05.2023 up to 05.00 PM
4	Pre-RFE meeting	11 am on 17.05.2023 at Commissioner conference hall, Biju Bhawan, CMC, Cuttack
5	Last date for proposal submission	23.05.2023 up to 05.00 PM
6	Place of submission of proposals:	Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website- www.cmccuttack.gov.in E-mail Id- mccmc@nic.in , siocmc@gmail.com
7	Date and time for opening of proposals	24.05.2023 at 11.00 AM at

		Commissioner's conference hall, Biju Bhawan, Choudhury Bazar, Cuttack
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2 Introduction

The eastern Indian state of Odisha has a rich heritage of dance and music that is a delight for all arts and culture lover. The name Odisha emerged from 'Utkala' which meant land of excellence in art and craft. The art forms are a visual manifestation of a rich cultural heritage of Odisha and reflect on a tradition that still lives on. The passion towards arts like dance and singing remains as secondary career option for many, especially for the underprivileged community who either do not have scope to receive professional training or platform to showcase their talent. Only few choose it as a career option or a primary source of earning. There are certainly good opportunities for the talented in several fields to make a bright future. Cuttack Municipal Corporation aims to create a repository of talent and provide short term training on different art forms relating to music, dance and instruments by experts and provide them a platform to perform. In a long term the selected Cultural Groups will be groomed for a better future to lead an independent life on a short- or long-term basis.

2.1 BroadScopeofWork

Formation of a performing team of artists and giving them a scope to earn their livelihood through participating in various cultural programs at district, state, and national level.

2.2 Objectives

A training and skill development center shall be established by Cuttack Municipal Corporation where the aspiring artists will be provided short term training courses in different fields of art like vocal, dance forms and musical instruments by empaneled trainers. The training center will operate and regular classes will be held to fulfill the following objectives.

1. To provide a platform to the underprivileged students and children coming from performing artist families.
- To impart skill development training to selected beneficiaries by empaneled trainers/experts for creating employment opportunities in various field of art and culture.
2. To enable a sustainable model of Artistic Performers and create scope for talent exhibition in larger platforms.
3. To encourage the students to take active participation in various events / activities and create a pool of talent.
4. The prime motto would be self- sustenance of the Cultural Group as well as revival of the performing art

2.3 Beneficiaries

Following categories of students are being covered under this Scheme:

1. Members from the families of artists of various art forms.
2. Children from under privileged background of slum areas will also be encouraged as per their caliber & area of interest in their respective cultural spheres in coordination with Culture Dept, ZKSS & Mission Shakti Groups.
3. Students who have already received some prior training on the prescribed art forms but could not continue due to financial or any other exigency shall be considered on priority basis.

2.4 Selection of Students:

- i. Preference should be given to the members from the families of artists of various art forms.
- ii. Under privileged slum area children will also be encouraged as per their caliber & area of interest in their respective cultural spheres in coordination with Culture Dept, ZKSS & Mission Shakti Groups.
- iii. Students who have already received some prior training on the prescribed art forms but could not continue due to financial or any other exigency.
- iv. Interested students should be resident of Cuttack Municipal Corporation area.
- v. Selection of students will be done through an entry level screening test of various art forms by the empaneled trainers.
- vi. The criteria for the age group would be between Age-10-18 & another between Age-18-30 years.

2.5 Selection of Agency:

1. The agency will be selected through EoI.
2. The Agency will handle the cultural group thoroughly & shall be responsible to generate self employment as per their area of specialization or performance of the concerned cultural team and ensure transition of the cultural activities to the future generation.
3. The Agency who will get the Bid on the Cultural Troup of CMC – must abide by the terms / conditions mentioned in the RFE.

4. In this regard also priority would be given to reputed / famous locally classical, Odissi, Folk music, Hindustani, Western the music or legends of Hindustani music etc., and their family members directly or indirectly,
5. The agency will apply separately for each art form and accordingly quote for each art form. The rate will be quoted per person per performing art.

2.6 Selection of SHG:

1. An SHG will be specifically selected by CMC and given the responsibility of day-to-day management of the center.
2. The SHG will be responsible for the safety, security as well as the house keeping of the center.

Different streams of art forms for training:

Sl. No	Stream	Forms
1	Vocal	Odissi
		Hindustani Vocal
		Light Music
		Folk songs
2	Dance forms	Odissi
		Folk dance
		Pala
		Daskathia
		Modern dance
3	Instrumental	Flute,
		Guitar
		Tabla
		Pakhauj
		Harmonium, Keyboard
		Sitar
		Violin

2.8 Role of Empaneled Agency:

1. The agency shall empanel the trainers on different streams of art forms.

2. Design a short-term syllabus for each art form in due consultation with the concerned trainers preferably for a duration of 3 months.
3. The trainers shall be responsible for mobilizing students, conduct of classes and completion of the course as per the syllabus.
4. The agency shall take the support of SHG for day-to-day management of the center.
5. The trainers shall be paid a basic honorarium on monthly basis based on the number of students they mobilise.
6. A batch size shall be fixed, preferably between 15 to 30 students per batch. The batch size for each art form should comprise of minimum 15 students.
7. Day and time shall be fixed for each art form on rotation basis every week.
8. The agency shall ensure proper equipping of the training center and make it ready for training purposes with proper sound and light system along with different instruments.
9. Pratibha Mission – Talent Hunt would be carried out by the agency in each nook & corner of the society of Cuttack City, mainly in the Slum Pockets to generate wider awareness among the masses so that better under privileged section will be given priority in the selection / screening process as per their performance.
10. In the screening process a Centralized venue would be finalized for the ‘Talent Hunt’
11. The Audition test would be carried out by which the caliber & talent of the respective persons can be tested by the august committee comprising of reputed Persons of the Cultural Advisory Committee of CMC.
12. The whole exercise would be time bound & its execution must program oriented so that their talents could be utilized in various Festivities like Balijatra or any other events inside Cuttack.

3. Fund Release:

Modalities to be specified in the contract documents as per the decision of the Authority of CMC.

- a. The training fees shall be made as for the Agency per hour per candidate
- b. The duration of training shall be determined as per the duration laid down in the SSC/NSDC guidelines in the concerned trade. However, training duration less than 200 hours in any trade shall not be permissible.
- c. The total fee payable shall include all taxes and incidental charges and Tax Deductions at Source as applicable shall be deducted.

- d. Trainees should have a minimum attendance of 70% both for training and assessment purposes.
- e. Govt. building which is available & provided by Authority, rent charges will not be permitted/charged by the Agency.
- f. The cost shall be reimbursed by the Authority to the Training provider to a maximum per trainee per session
- g. The assessment and certification is the responsibility of the Agency and the costs incurred in doing this will be reimbursed by CMC, Cuttack on production of proper invoices.
- h. Dropouts will not be considered for 2nd and subsequent months. The 1st month payment of the drop outs shall be adjusted in the next month

4. Monitoring Mechanism:

Primarily the agency engaged will be responsible for smooth management and monitoring of the Centre including updated documentation. However, a committee will be constituted by the Client for Monitoring & Evaluation of the Project by CMC and report on the following matter:

- Resolving of issues / conflicts arises during the project period as requested by the agency.
- Periodical review & monitoring of the projects.
- Recommending preventives and improvements.
- Any other issues as assigned by the competent authority.

5. Submission of Applications & Empanelment Process

This RFE consists of following:

Part I: Instruction to Applicants (ITA)

Part II: Application and Proposal Forms (APF)

5.1 Applicants must carefully read the eligibility criteria (the "Eligibility") provided in Para 4 of ITA and must meet these requirements to be eligible for applying for empanelment.

5.2 In case the Applicant considers that it possesses the requisite experience and the capabilities required for undertaking the assignments, it may submit **one** application in response to this invitation. The manner in which the Applications are required to be submitted, evaluated, and accepted is explained in the various provisions of this ITA. An Applicant can submit application for empanelment depending upon the fulfillment of the eligibility criteria.

5.3 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting CMC Office, sending written que

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costofanysuchvisitisreimbursablebyCMC.

inthisITA.Pleasenotethatno

5.4 The empanelment of the Agencies shall be done on the basis of eligibility criteria provided in the document and performance in the interview of the Applicant, if required. The decision of CMC in this regard is final.

5.5 Certificate of Financial Turnover: At the time of submission of bid, bidder shall attach certificate from CA mentioning Financial Turn Over of last 3 years or for the period as specified in the bid document duly certified by the chartered accountant

5.6 All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper. Therefore, prospective bidders must see the website regularly for any update.

5.7 The CMC reserves the right to reject any prospective application without assigning any reason thereof.

5.8 If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in CMC, Cuttack. The CMC, Cuttack reserves the right to verify the particulars furnished by the applicant independently.

5.9 The Applicant shall provide all the information sought under this RFE. CMC will evaluate only those Applications which are received in the requisite formats and complete in all respects. Applications shall be submitted with a letter of proposal in the format specified in Form-1. All forms should be submitted duly certified by the Authorized Signatory of the participating firm.

5.10 The Application will contain the following documents:

5.10.1.1 The cost of tender documents is INR.10,000/- (Rupees Ten Thousand Only) + 18% GST, which is non-refundable and shall be paid through Demand Draft in favour of the Commissioner, Cuttack Municipal Corporation, Odisha, payable at Cuttack.

5.10.1.2 Annexure I: Covering Letter (On the Letterhead of the applicant)

5.10.1.3 Annexure II: Request for Clarification

5.10.1.4 Annexure III: Eligibility Checklist

5.10.1.5 Annexure IV: Details of Bidder

5.10.1.6 Annexure V: Power of Attorney (on Stamp paper)

5.10.1.7 Annexure VI: Non-blacklisting declaration

5.10.1.8 Annexure VII: Self-declaration for Non-Performance

5.10.2 ENVELOPE of the Applications should be marked as:-

RFENo.XXXDatedDD.MM.YYYY

“Empanelment of Agency for Operation & Management of Center for Performing Arts, Cuttack (CPAC) under Cuttack Municipal Corporation, Cuttack”

The above envelope should be addressed to:-

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001, Odisha**

5.11 The Applicant must sign all the pages of the Application document and certificates etc.

5.12 The requisite Empanelment Fee shall be kept in Envelope-

I. The other documents need to be placed in another bigger envelope marked as Envelope-II and then both the envelopes are to be kept in another envelope superscribed as mentioned in Para 5.10.2 above.

5.13 Applicants may download the RFE document from the websites of CMC. All notices related to the RFE document including clarifications / amendments / addendums to the RFE document shall be available on <http://cmccuttack.gov.in/> under “Bids & Tenders.” The downloaded RFE document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, bidder can contact Email: mccmc@nic.in & siocmc@gmail.com

5.14 All communications, including the envelopes, should contain the information as desired, to be marked at the top in bold letters as mentioned in clause 5.10.2.

5.15 A single stage RFE process for selection of the Bidders/ Agencies for final tendering process. This selection process involves eligibility criteria and credentials of interested Bidders/ Agencies. After scrutiny of the Request for Empanelment (RFE), CMC will come up with a detailed Empaneled Agencies List.

5.16 The validity of RFE shall be for 90 days.

5.17 In case of any clarification/queries, the person to be contacted is as under:

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001, Odisha**

5.18 Applications received after the deadline of submissions shall be returned unopened. Late/Delayed applications will not be considered.

6. Instructions to Bidders/Agencies

a. General Terms:

6.1.1 An agency is eligible to submit only one proposal/response for the RFE as per the format given in.

6.1.2 RFE documents are being provided only as preliminary reference document by way of assistance to the Bidders/Agencies who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the RFE documents shall be binding on CMC nor confer any right on the agency and CMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFE documents.

6.1.3 The Bidders/Agencies should submit a Power of Attorney as per the format at **Form-3: Power of Attorney for signing of proposal, authorizing the signatory of the response.**

b. Acknowledgement by Agency:

It shall be deemed that by submitting the RFE response/proposal, the agency has:

6.2.1 Made a complete and careful examination of the RFE Documents.

6.2.2 Received all relevant information requested from CMC.

6.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RFE Documents or furnished by or on behalf of CMC relating to any of the matters referred to in above.

6.2.4 Satisfied itself about all matters, things and information including matters referred to in this clause herein above necessary and required for submitting an informed proposal, execution of the Project in accordance with the RFE Documents and performance of all its obligations thereunder.

6.2.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal or ignorance of any of the Bidder referred to in this clause herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profit etc. from CMC, or a ground for termination of the proposal by the Agency.

6.2.6 Acknowledged that it does not have a Conflict of Interest; and

6.2.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.

6.2.8 Made a complete and careful examination of the Documents.

6.2.9 Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of CMC relating to any of the matters referred to in above.

6.2.10 Satisfied itself about all matters, things and information including matters referred to in this clause herein above necessary and required for submitting an informed Proposal, execution of the service in accordance with the Bidding Documents and performance of all of its obligations thereunder.

6.2.11 Acknowledged and agreed that in adequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidders/Agencies referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from CMC, or a ground for termination of the Contract Agreement by the Agency.

6.2.12 Acknowledged that it does not have a Conflict of Interest; and

6.2.13 Agreed to be bound by the undertakings provided by it under and in terms hereof.

c. Cost of Bidding:

6.3.1 Bidders/Agencies are invited to examine all information relevant to the contract in _____ greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the contract.

6.3.2 The Bidders/Agencies shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. CMC will not be responsible _____ or _____ in _____ any way liable for such costs, regardless of the conductor or outcome of the Bidding Process.

d. Verification and Disqualification:

6.4.1 CMC shall not be liable for any omission, mistake or error in proposals submitted by the Bidders/Agencies. CMC reserves the right to verify all statements, information and documents submitted by the Bidders/Agencies in response to the RFE or the Bidding Documents and the Bidders/Agencies shall, when so required by CMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification _____ or _____ lack _____ of such verification, CMC shall not relieve the Bidders/Agencies of its obligations or liabilities hereunder nor will it affect any rights of CMC there under. CMC reserves the rights to decide to ask any clarification and decide to consider the same.

6.4.2 CMC reserves the right to reject any proposal if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Bidders/Agencies does not provide, within the time specified by CMC, the supplement a information sought by CMC for evaluation of the RFE.

e. Selection of Agency / Award of Work.

6.5.1 Technical documents shall be checked by the tender evaluation committee.

6.5.2 Presentation of the technically qualified bidders shall be done in front of the tender evaluation committee. Technically qualified bidder shall be empaneled as per the financial proposal submitted for various activities.

f. Proprietary data:

6.6 All documents and other information supplied by CMC or submitted by Bidders/Agencies to CMC shall remain or become the property of CMC. Bidders/Agencies are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. CMC shall not return any proposal, or any information provided therewith.

g. Language, Format and Signing of Proposal:

6.7.1 The proposal, as well as all correspondence and documents relating to the RFE, exchanged between CMC and the Bidders/Agencies shall be written in English Language. Any printed literature furnished by the Bidders/Agencies written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidders/Agencies, in which case, for purposes of interpretation of the RFE, the translation shall govern.

6.7.2 The Bidders shall provide all the information sought under this RFE. CMC will evaluate only those responses that are received in the required formats and complete in all respect. The eligibility and technical criteria documents shall be submitted as per the checklist provided in Annexure.

6.7.3 Bidders/Agencies shall furnish the required information in their Proposal in the enclosed format only as per the Annexure to the RFE. Any deviations with respect to this may make their Proposal liable for rejection.

6.7.4 The Bidders/Agencies shall submit eligibility and technical criteria documents in accordance with this RFE. The Bidders/Agencies shall submit the proposal by Speed Post/Couriers service or submit by hand with **The Commissioner, Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001, Odisha.**

6.7.5 If the envelope is not sealed and marked as instructed above, CMC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal and consequent losses, if any, suffered by the Bidders/Agencies.

6.7.6 Proposals submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.

6.7.7 Proposals should be submitted before 5:00 PM on the Due Date (**23.05.2023**) as specified in the RFE. The **Envelope** containing processing fee as per RFE along with Eligibility documents, signed copy of the RFE, technical criteria documents shall be submitted at the address provided in the manner and format detailed in this RFE within the due date and time as specified in the RFE.

6.7.8 CMC may, in its sole discretion, extend the RFE due date by issuing an Addendum.

6.7.9 Proposals received after the specified time shall not be eligible for consideration and shall be summarily rejected.

h. Validity of Proposal:

6.8.1 Proposal shall remain valid for a period of 90 (Ninety) days from the date of opening of RFE response proposal.

6.8.2 In exceptional circumstances, prior to expiry of the original validity period, CMC may request the Bidders/Agencies to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

i. Correspondence with Bidders/Agencies:

6.9 CMC shall not entertain any correspondence with any Bidders/Agencies in relation to acceptance or rejection of any proposal.

7. Evaluation of RFEs

a. RFE Evaluation Committee

7.1.1 CMC shall constitute an Evaluation Committee to evaluate the responses of the Bidders/Agencies.

7.1.2 The RFE Evaluation Committee shall evaluate the responses and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.

7.1.3 The decision of the RFE Evaluation Committee in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

7.1.4 The RFE Evaluation Committee may ask for meetings with the Bidders/Agencies to seek clarifications on their proposals. The Bidders/Agencies shall submit requisite supporting documents/certificates on the credentials. The committee may visit Bidders/Agencies' client site to validate the credentials/citations claimed by the Bidders/Agencies.

7.1.5 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFE.

7.1.6 The RFE Evaluation Committee would submit its decision to CMC whose decision would be final and binding upon the Bidders/Agencies.

7.1.7 The RFE Evaluation Committee reserves the right to accept or reject any or all bids without giving any reason thereof.

7.1.8 The RFE Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

b. Overall Evaluation Process

7.2.1 The evaluation of the Bids shall be done as per the RFE, where the Bidders/Agencies shall be first evaluated against the eligibility criteria mentioned below.

7.2.2 Only those Bidders/Agencies who meet the eligibility criteria shall be considered

for further assessment of the technical criteria.

7.2.3 To facilitate the evaluation of the Proposal, CMC may at its sole discretion, seek clarifications from many Bidders/ Agencies regarding its Proposal. Such clarifications shall be provided by the Bidders/Agencies within the time specified by CMC for this purpose and all clarifications shall be in writing.

7.2.4 If any Bidders/ Agencies do not provide clarifications sought as above, within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, CMC may proceed to evaluate the Proposal by construing the requiring clarification to the best of its understanding and the Bidders/Agencies shall be barred from subsequently questioning such interpretation by CMC.

7.2.5 CMC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

c. Eligibility Criteria (Pre-qualification criteria)

SL No.	Basic Requirement	Specific Requirement	Document Required
1	Legal Entity	The Agency should be registered under - Societies Registration Act 1860 - Indian Trust Act 1882 - Companies Act 1956 - Charitable Trust	- Certificate of incorporation - Registration Certificate - PAN No. - TAN
2	Relevant Experience	The Agency must have minimum 5 years' experience in the relevant field in Odisha as on 31/03/2023.	- Details of relevant experience - Work order from Supporting Agency
3	Financial Capacity	The agency should have an annual turnover of at least Rs. 50 lakhs each year for last three F.Y.s (2019-20, 2020-21 & 2021-22) and must filled the ITR.	Last three F.Y.'s Audited Financial Statement duly signed by a Chartered Accountant ITR for the F.Y. – 2019-20, 2020-21 & 2021-22
4	Consortium	No consortium/ Joint Venture / Associations or Subcontracting / Sub - letting shall be allowed for this project	Declaration of submitting as independent Agency from the Authorized Signatory.
5	Blacklist	The Agency should not have been blacklisted by any Central/ State Government or Public Sector Undertakings.	Affidavit by the Authorized Signatory stating not blacklisted.
6	Authorized Representative	A power of Authority/ Board Resolution in the name of the person signing the proposal	Original Power of Attorney or Board Resolution Copy
7	Bid Cost	The Agency must furnish a Bid Cost of Rs 11,800 (Rupees Eleven Thousand Eight hundred Only) in the form of Demand Draft in favor of	Original Demand Draft

		Commissioner, Cuttack Municipal Corporation (CMC) Cuttack, drawn on any nationalized bank at Cuttack.	
8	Earnest Money Deposit (EMD)	The Agency must submit an EMD of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favor of The Commissioner, Cuttack Municipal Corporation (CMC), Cuttack drawn on any nationalized bank at Cuttack	Original Demand Draft

Note:The bidder shall not be allowed to make the presentation if the bidder fails to qualify the eligibility criteria. Thus, the score achieved by the respective technically qualified bidder, after evaluation of the technical bids based on the criteria stipulate.

d. Technical Bid

SL No	Evaluation Criteria	Supporting Tech Forms / Documents
1	Experience Criteria	
1.1	Prior experience of running a training/ coaching center (Years)	No of Years
1.2	No. of currently running training centre(branches)	No of active Centers
1.3	Experience of working with the Government for similar projects in PPP Mode (Years)	No of Years
1.4	Experience of working within Odisha) on different Art form for running training/ coaching centre a. Vocal b. Dance c. Instrumental	No of Years
1.5	Performance details and representation of the Agency if any	Yes / No
2	Turnover	
2.1	Average annual turnover of above Rs. 50 lakhs in last 3 financial years i.e, 2019-20,2020-21&2021-22	Certified copy from Auditors (CA Firm)
2.2	Income Tax Return in last 3 financial years i.e 2019-20,2020-21 & 2021-22	
3	Presentation of Course Plan and Strategy before the Bid Evaluation Committee	Soft copy & Hard copy

Technical Evaluation

SL No	Particulars	Full Marks	Marks obtained
1	Experience	50	
1.1	Prior experience of running a training/ coaching center (Years) i. 5 to 7 years - 5 marks ii. Above 7 years - 10 marks	10	
1.2	No. of currently running training Centre (branches) i. 1 to 5 center running- 5 marks ii. Above 5 center- 10 marks	10	
1.3	Experience of working with the Government for similar projects (Years) i. 0 to 3 years - 5 marks ii. Above 3 years - 10 marks	10	
1.4	Experience of working within Odisha) on different Art form for running training/ coaching centre i. one of the three streams -5 marks ii. Two of three streams- 7 marks iii. All three streams - 10 marks a. Vocal b. Dance c. Instrumental	10	
1.5	Performance details and representation of the Agency if any i. District level -5 marks ii. District & State level – 7 marks iii. District, state & national level- 10 mark	10	
2	Turnover		
	Average annual turnover of above Rs. 50 lakhs in last 3 financial years i.e, 2019-20, 2020-21 & 2021-22 i. Rs. 50 Lakhs to 1 crore - 5 marks ii. Above Rs. 1 crore - 10 marks	10	
3	Presentation of Course Plan and Strategy before the Bid Evaluation Committee	40	
	Total		

Note: Minimum qualify mark for qualification of technical bid is 60 marks. Those bidders who have scored less than 30 marks, summarily rejected.

Before opening and assessment of the technical proposals, Bidders/Agencies eligibility would be evaluated to assess their compliance to the following criteria. Bidders/Agencies failing to meet these criteria or not submitting requisite proof for supporting eligibility criteria are liable to be rejected at the preliminary level. The Bidders/Agencies shall fulfill all the following eligibility criteria independently, as on date of submission of proposal.

f. Contacts during RFEEvaluation:

Proposals shall be deemed to be under consideration immediately after they are opened and until such time as CMC makes official intimation of award/ rejection to the Bidders/Agencies. While the Bids are under consideration, Bidders/Agencies and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMC and/ or their employees/ representatives on matters related to the Bids under consideration.

g. Empanelment process

Based on the assessment of the Applicant, the list of empaneled construction agencies will be prepared, and the Applicants will be informed by CMC.

- i. Applicant will be asked to submit its acceptance of empanelment within 15 (fifteen) days.
- ii. If the empaneled agencies fail to comply with the stipulation timeline unless any period is relaxed by CMC for compelling and genuine reasons; the decision of CMC in such case would be absolute & final.

h. Limitation of Liability

Notwithstanding anything contained in the Contract, it is agreed that CMC shall not be liable to the Applicant, for any losses, claims, damages, liabilities, cost, or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee payable for the services provided under the Contract.

i. Pre-Bid Queries

Pre-Bid Queries Information

- The Client shall invite queries from applicant Agencies as per the details mentioned in the Fact Sheet of this document.

- The Applicants must ensure that their queries should reach CMC, Cuttack, on or before last date mentioned in Fact Sheet of this document only through the e-mail of the Client i.e. esiocmc@gmail.com
- The queries should necessarily be submitted in the following format:

Section/Page No.	Content of RFP requiring clarification	Change/clarification requested	Remarks

- Client shall not be responsible for ensuring that the Applicant's queries have been received by them.
- Any requests for clarifications post the indicated date and time may not be entertained by the Client.
- The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- However, the Client reserves the right to hold or re-schedule the process

Responses to Queries and Issue of Corrigendum:

- I. The Authorized Representative of the Client will Endeavor to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
- II. At any time prior to the last date for receipt of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) and clarifications to the queries from all Applicants will be uploaded on the website <http://cmccuttack.gov.in/>. Any such corrigendum shall be deemed to be incorporated into this RFP.
- IV. In order to provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of Proposals.

j. Disqualification

The Applicants may not that they are reliable to be disqualified and not considered if.

a. Representation in the forms, statements and attachments submitted in the pre-

qualification document are proved to be incorrect, false, and misleading:

- b. The bidder is found ineligible
- c. If Applicants have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Request for Empanelment.
- d. The bidder does not deposit original EMD
- e. The bidder does not Submit all the documents as stipulated in the bid document
- f. If any discrepancy is noticed between the documents as submitted
- g. The bidder whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the agreement amount within the period specified in Schedule F in the form of Demand Draft of any scheduled bank/Term Deposit Receipts or in accordance with the prescribed form. In case the Agency fails to deposit the said performance guarantee within the period as indicated in tender, including the extended period if any, the Agency will be debarred from tendering in CMC, Cuttack as per the undertaking submitted by the bidder.
- h. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- i. If the Applicants attempt to influence any member of the committee. CMC reserves its right to take appropriate action including disqualification of Applicant as may be deemed fit and proper by CMC at any time without giving any notice to the Applicant in this regard. The decision of CMC in the matter of disqualification shall be final and binding on the Applicant.

8. Final Decision-Making Authority

CMC reserves the right to extend the date of submission of the Request for empanelment or cancel the Request for empanelment or accept any Request for proposal or reject any or all Applicants or annul this Request for empanelment process without assigning any reason and without incurring any liability whatsoever or to re-invite Request for empanelment at its sole discretion.

9. Arbitration

Except where otherwise provided for in this RFE, all questions, interpretation and disputes arising out of this RFE shall be referred to the sole arbitrator to be mutually appointed by both the parties under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be in Odisha and the Arbitration Proceeding shall be conducted in

English language. The award of the arbitrator shall be final, conclusive, and binding on all parties.

10. Jurisdiction

Disputes of any nature, however, that may arise in connection with this RFE shall be

subjected to the jurisdiction of courts situated in Odisha only.

11. Governing Law

This RFE shall be governed by the laws of Odisha.

ANNEXURES

Annexure I: Covering Letter (On the Letterhead of the applicant)

Date:

To,
The Commissioner
Cuttack Municipal Corporation.
Cuttack

Sub: Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation, Cuttack.

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFE, for your evaluation. We confirm that our Proposal is valid for a period of 90 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Empanelment.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

Duly signed by the Authorized Signatory of the Applicant

Signature:

Title:

Address of the Authorized Signatory:

Annexure II: Request for Clarification (Pre Bid queries)

The Bidders/Agencies requiring specific points of clarification may communicate with CMC during the specified period using the following format:

Bidder's Request for Clarification				
<<Name of Organization submitting query/request for clarification>>				
<<Full address of the Organization including e-mail, phone, and fax for all points of contact>>				
Sl. No.	RFE Reference (Section No., Clause, Page No.)	Content of RFE	Clarification Sought	CMC Response (Space to be left blank by the Bidder)
1				
2				
3				

AnnexureIII:

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished for the last **three (3)** years duly certified by the Chartered Accountant

S. No .	Description	Financial Years		
		2019-20	2020-21	2021-22
1	Annual turnover			
2	Profit/Loss			
3	Average turnover			

SIGNATURE OF BIDDER (S)

Name of the Chartered Accountant

Signature of Chartered Accountant, Membership no with Seal

AnnexureIV:DetailsofBidder

- 1 Name of agency:
- 2 Addressofthecorporateheadquartersanditsbranchoffice(s),ifany,inIndia
- 3 Dateofincorporationand/orcommencementofbusiness
- 4 BriefdescriptionoftheCompany/Agency
includingdetailsofitsmainlinesofbusinessandproposedroleandresponsibilities in this Project.
- 5 Detailsofindividual(s)whowillserveasthepointofcontact/communication.
 - Name,Designation,Company,Address,TelephoneNumber,E-MailAddress,FaxNumber
- 6 ParticularsoftheAuthorizedSignatoryoftheBidder
 - Name,Designation,Company,Address,TelephoneNumber,E-MailAddress,FaxNumber

a. Organization and Experience

[Provide here a brief description of the Agency's background including ownership details, date and place of registration, objectives etc. provide an online of experience/assignments of similar nature including name of assignment, duration, contract amount, client details, staff involved, tasks carried and etc. apart from this, also provide details and supporting information/documents under the Pre-qualification criteria and Evaluation criteria].

Note 1: Information provided in this form should sufficiently support/justify the criteria of the Technical Qualification Form.

Note 2: All the claims should be substantiated through production of originals, whenever demanded.

b.Course Schedule/Timeline

(Provide a detailed class schedule for the execution of batch. This shall include details as mentioned:

Annexure V: Power of Attorney (on Stamp paper)

Know 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 Proposal for pre-qualification and submission of our proposal for **"Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation Cuttack"** including but not limited to signing and submission of proposals, other documents and writings, participate in Pre-bid and other conferences and providing information/response to CMC, representing us in all matters before CMC, signing and execution of all Agreement and undertakings consequent to acceptance of RFE, generally dealing with CMC in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with CMC.

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 [•], 20[•]

For

(Signature, name, designation, and address) Witness

es: 1.

2.

(Notarized
)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidders should submit for verification the extract of the charter documents & documents such as a board or shareholders' resolution/power of attorney in favor of the person executing this Power of.*
3. *Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure VI: Non-blacklisting declaration

Format of self-

certificate stating that the Entity/Promoter/s/Director/s of Entity are not blacklisted. Anti-

Blacklisting Certificate

M/s (Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV on the (Last date of submission of proposal).

We further confirm that we are aware that our proposal for the **“Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation Cuttack”** would be liable for rejection in case any material misrepresentation is made or

discovered with regard to the requirements of this RFE at any stage of the bidding process or thereafter during the agreement period. Dated this Day of

..... 20

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

AnnexureVII:Self-declarationforNon-Performance

I/We.....herebydeclarethatmy/ourfirmM/S.....havesuccessfullyexecuted
theworkorderassignedbytheStateGovernment/anyotherGovernmententityoranystategovernme
ntor central government / department / Local Government / agency in India. There is no remark
of non-performance or non-compliance in any of our past projects, or any contractual dispute /
litigation /arbitrationintherecentpast.Datedthis.....Dayof.....20.....

Nameofthebidder

SignatureoftheAuthorizedperson

NameoftheAuthorizedperson

Financial Proposal Submission Form

[Location, Date]

To,

The Commissioner
Cuttack Municipal Corporation, Cuttack
Government of Odisha.

Dear Sir,

We, the undersigned, offer to provide services for the assignment **“Empanelment of Agency for Operation & Management of Centre for Performing Arts, Cuttack (CPAC) under the jurisdiction of Cuttack Municipal Corporation Cuttack.** under CMC in accordance with your Request for proposal (RFP) No. _____ dated _____ and our Technical Proposal.

Our attached Financial Proposal is as per below mentioned table:

Sl. No.	Particulars	No. of Student	Costs in INR (Cost per student)	Total Cost
1	Total Cost for One Student Per Batch (Three Months) including all Expenses	15		
	i. Vocal (Odissi, Hindustani vocal, Local Music, Folk songs)			
	ii. Dance forms (Odissi, folk dance, Pala, Daskathia, Modern Dance)			
	iii. Instrumental (Flute, Guitar, Tabala, Pakhuj, Harmonium, Key board, Sitar, Violin)			
	Cost for each stream of art forms for Training to be submitted separately			
2	Applicable Tax (GST)			
3	Total Cost inclusive GST for one location(A)			

1. Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected

Thanking You.

Yours sincerely,

Authorized Signature:

Name and Designation of Signatory:

Name of Agency:

Address: