



**Request for Proposal**

**for**

***Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka***

***Bid Identification No.2026\_CDACU\_141198    Date:18.09.2026***

**Kataka Development Authority**

Arunodaya Bhawan, Link Road, Kataka, Odisha, India, Pin - 753012

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the 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 neither an offer nor invitation by the Authority to the prospective Bidders 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 the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. 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 Authority, 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 Bidders 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

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

The Authority 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 Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority 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 Authority 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 Authority 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 .

## BID DATA SHEET

Bid Identification No.2026\_CDACU\_141198    Date:18.09.2026

| Sl. No | Particular                                                    | Details                                                                                                                                                                                                                    |
|--------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Name of the Client                                            | Kataka Development Authority (KDA)                                                                                                                                                                                         |
| 2      | Method of Selection                                           | <b>Least Cost Selection Method</b>                                                                                                                                                                                         |
| 3      | Availability of RFP Document                                  | <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>                                                                                                                                                    |
| 4      | Date of Issue of RFP                                          | 22/09/2026 at 06.00 P.M                                                                                                                                                                                                    |
| 5      | Last Date for submission of Proposal                          | 13/10/2026 up to 05:00 P.M.                                                                                                                                                                                                |
| 6      | Date of opening of Technical Proposal                         | 14/10 /2026 at 11:30 A.M. Onwards                                                                                                                                                                                          |
| 7      | Date of opening of Financial Proposal                         | To be intimated later to the bidder(s) found technically qualified after evaluation of the Technical Bids.                                                                                                                 |
| 8      | Estimated Project Cost                                        | <b>INR 41,12,000/- (exclusive of Taxes)</b><br><br><b>Note: INR 41,12,000/- (exclusive of taxes) is the ceiling price for this tender. Any financial bid quoted above the ceiling price shall be liable for rejection.</b> |
| 9      | Bid Processing Fee (Non-Refundable)                           | <b>INR 11,800/- including GST</b> (Rupees Eleven thousand and Eight Hundred only) through Online <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> .                                                 |
| 10     | Earnest Money Deposit (EMD) (Refundable without any interest) | <b>INR 1,00,000/- (Rupees One lakh only)</b> through Online <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> .                                                                                      |
| 11     | Contact Person / Address for Submission of Proposal           | The Executive Engineer<br>Kataka Development Authority<br>Arunodaya Bhawan, Link Road, Kataka - 753012, Odisha<br><b>Contact Person: Executive Engineer KDA on 8456866531</b>                                              |
| 12     | Place of Opening of Proposal                                  | Kataka Development Authority<br>Arunodaya Bhawan, Link Road,<br>Kataka - 753012, Odisha                                                                                                                                    |
| 13     | Mode of Submission                                            | <b>Online</b> through <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> .<br>Submission of bid through any other mode and late bid will be rejected                                                  |
|        | Performance Security                                          | 5% of the Contract Value (As Bank Guarantee from any scheduled commercial bank/nationalized bank in the name of Kataka Development Authority, Kataka)                                                                      |

**RFP can be downloaded from : [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)**

**Section: 1**  
**LETTER OF INVITATION**

**Name of the Assignment: Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka**

1. The Vice Chairman, KDA (the “**Authority/KDA/Client**”), now invites reputed agencies, for providing services for the project “**Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka**”
2. A bidder will be selected under **LCS Method** as prescribed in the RFP Document in accordance with this RFP.
3. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded on the tender Portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online with all pages numbered serially, along with an index of submission. The Financial Proposal has to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the KDA may reject the Proposal.
6. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 11,800 /-** (Rupees Eleven Thousand Eight Hundred Only) (including GST) towards **Bid Processing Fee** and a refundable amount of **Rs. 1,00,000/-** (Rupees One Lakh Only) towards **Earnest Money Deposit (EMD)** as prescribed in the RFP failing which the bid will be rejected.
7. This is an e-tendering process by Government of Odisha in KDA. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded on the tender Portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). The Client shall not be responsible for delay or any consequence. It is mandatory to submit the proposal online mode only.
8. The Agencies must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
9. The proposals will not be accepted physically, as the applicant has to submit their proposal through on- line mode within the stipulated date and time as mentioned in the RFP.
10. The schedule (date and time) of the bidding process is mentioned in the bid data sheet
11. This RFP includes following sections:

- a) Letter of Invitation [**Section – 1**]
  - b) Instruction to the Bidder [**Section – 2**]
  - c) Terms of Reference [**Section – 3**]
  - d) Technical Proposal Submission Forms [**Section – 4**]
  - e) Financial Proposal [**Section –5**]
  - f) Bid Submission Checklist [**Section –6**]
- 12.** While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the KDA's knowledge, the KDA holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The KDA reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Sd/-**  
**Vice Chairman**  
**Kataka Development Authority**

## Section: 2

### Instructions to Bidders

#### 1. Qualification Criteria:

Before evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

***Please note - For the purpose of this RFP, consortium / JV is not allowed.***

| Sr. No   | Criteria                                                                                                                                                                                                                                                                                                                                                                                                 | Documentary Evidence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the relevant act / laws or a Limited Liability Partnership registered under relevant act / laws.                                                                                                                                                                                     | <p><b>If the Bidder is a Company</b></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> </ul> <p><b>If the Bidder is an LLP</b></p> <ul style="list-style-type: none"> <li>• Copy of LLP Registration Certificate</li> </ul> <p><b>If the Bidder is a Partnership Firm</b></p> <ul style="list-style-type: none"> <li>• Copy of Partnership Registration Certificate</li> </ul> <p><b>All Bidders must submit the following –</b></p> <ul style="list-style-type: none"> <li>• MOA Memorandum of Article) of Company, AoA (Article of Association) of Company</li> <li>• Copy of GST Registration</li> <li>• Copy of PAN Card</li> <li>• Copy of Income Tax Returns for FY 2025-26</li> </ul> |
| <b>2</b> | The bidder should have been engaged in the business of Dust Suppression, Soil Stabilization, Environmental Management Services, Industrial Dust Control, Infrastructure Maintenance Services, or similar activities for a minimum period of <b>three (3) years</b> as on the Proposal Due Date.                                                                                                          | <b>TECH-5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>3</b> | <p><b>Technical Eligibility:</b></p> <p>a. The bidder should have successfully executed at least <b>two (2) similar works</b> relating to dust suppression, soil stabilization, industrial dust control, road dust suppression, environmental management, mining dust suppression, infrastructure maintenance or similar works at large public events, fairs, festivals, industrial premises, mining</p> | <p><b>TECH -5,</b></p> <p>Copies of Work Order/ Contract Document along with Completion Certificate/ Letter of Completion from the previous Clients with mentioning the project cost.</p> <p>The certificate by not below the rank of the Executive Engineer or Equivalent or Employer in case of</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>areas, road projects, airports, logistics parks, public gathering areas or Government projects during the last <b>five (5) years</b> preceding the Proposal Due Date.</p> <p>b. The bidder shall have successfully completed at least <b>two (2) similar works</b> having a minimum value of <b>Rs. 15.00 Lakhs each</b> (Excluding Taxes) during the last five years preceding the Proposal Due Date.</p> <p><b>Similar Work</b> means dust suppression, soil stabilization, road dust suppression, industrial dust control, environmental mitigation works, or similar surface treatment works involving procurement, application and maintenance of dust suppression chemicals or soil hardening agents.</p> | Govt / Semi Govt. Authorities                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4</b> | <p><b>Financial Eligibility</b></p> <p>The bidder should have an annual average turnover of <b>Rs. 50 Lakhs</b> in preceding 3 financial years ending 31.03.2026</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Financial Details of the bidder ( <b>TECH - 3</b> ) along with copies of the audited balance sheet and Income & Expenditure statement duly sealed and certified by the CA.                                                                                                                                                                                                                                                                                   |
| <b>5</b> | <p>The bidders shall submit a Power of Attorney in favour of the bidder's representative.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Copy of Power of Attorney ( <b>TECH-4</b> )                                                                                                                                                                                                                                                                                                                                                                                                                  |
|          | <p><b>Equipment Capability:</b> The bidder shall furnish an undertaking confirming that it owns, leases, hires, or shall arrange and deploy adequate equipment and resources required for successful execution and maintenance of the Dust Suppression Work at Historic Baliyatra Festival-2026, including but not limited to:</p> <ol style="list-style-type: none"> <li>Water Tankers</li> <li>Suitable Spraying Vehicles</li> <li>Motorized Spray Units</li> <li>Pumps, Hoses and Nozzles</li> <li>Standby Equipment</li> <li>Safety and Traffic Control Equipment</li> </ol>                                                                                                                                   | <p><b>Declaration/Undertaking on the Bidder's Letterhead</b> duly signed by the Authorized Signatory confirming availability and deployment of the required equipment for the project.</p> <p>KDA reserves the right to seek documentary proof such as Registration Certificates, Ownership Documents, Lease Agreements, Rental Agreements, Invoices or Equipment Availability Commitments from the successful bidder at any stage of the project period</p> |
| <b>6</b> | <p><b>Other Requirements</b></p> <ol style="list-style-type: none"> <li>The Bidders should have an office in Odisha: Documentary proof of office in Odisha such as GST Registration Certificate/Trade License/Rent Agreement, etc</li> <li>The Bidder should not be blacklisted by any Govt. agency / Government Institution as on due date of submission of proposal. (A self-declaration affidavit in for non-blacklisting shall be submitted.)</li> </ol>                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## **Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:**

The bidders must furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Bid Processing Fee & Bid Security (EMD), as applicable
- c. Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- d. General Details of the Bidder (**TECH – 2**)
- e. Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH – 4**) in favor of the person signing the bid on behalf of the bidder.
- g. Relevant Past Experience of Bidder (**TECH-5**)
- h. Affidavit regarding Conflict of Interest (**TECH - 6**)
- i. Undertaking for not having been blacklisted by any Central / State Government / Any other autonomous bodies/ International & National Organization/ Private Organization during last 5 years from bid submission due date (**TECH-7**). (**On Stamp Paper**)
- j. Declaration of No involvement in any legal conflicts or any pending legal issues with the KDA / tender inviting authority during last 3 years from bid submission due date. (**on the letterhead of the bidder**)

*Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative. Submission of forged documents/ false information will also result in rejection of the bid. Even after award of contract if misrepresentation of facts are found, it will lead to cancellation of contract and blacklisting of the bidder.*

### **2. Bid Processing Fee:**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/-** (Rupees Eleven Thousand Eight Hundred only) through online mode of E Procurement portal of Odisha as prescribed in the RFP failing which the bid will be rejected.

### **3. Earnest Money Deposit:**

The bidder must furnish as part of technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 1,00,000/-** (Rupees One Lakh Only) online mode of E Procurement portal of Odisha.

In case successful bidder is announced, EMD of all unsuccessful bidders shall be returned within thirty (30) days of selection of Bidder, while the EMD of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

### **4. Validity of the Proposal:**

Proposals shall remain valid for a period of **120** (One hundred and twenty) days from the date of opening of the technical proposal. The KDA reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

### **5. Preparation and Submission of Proposal:**

Detail RFP may be downloaded from [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) and the Application should

be submitted online only.

- (i) The following shall be the form of various documents in the Application to be uploaded on the Tender Portal)
- (ii) Technical proposal as per format prescribed in SECTION-4 of RFP including documents as indicated in Clause 2 of this SECTION.
- (iii) Financial proposal in the excel document template uploaded by the Authority for the assignment based on SECTION-5 of RFP.
- (iv) The Applicant shall upload scanned copies of the Technical Proposal on the Tender Portal before the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified is to be submitted online only & no hard copy is to be submitted.
- (v) It may be noted that the scanned copies are to be uploaded in PDF file format for Technical Proposal and in excel file format for Financial Proposal, uploaded by the Authority in the designated locations.
- (vi) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The KDA will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the KDA.

***Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. All pages of the proposal must be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.***

#### **6. Opening of the proposal:**

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done through online.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.
- (iv) The Financial Proposal will be opened only for technically qualified bidders. The date of opening of Financial Proposal will be notified later

#### **7. Evaluation of Proposal:**

A Two-stage evaluation process will be conducted as explained below for evaluation of the proposals:

**Technical Evaluation (1<sup>st</sup> Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of the following documents / information will be verified:

- a) Filled in Bid Submission Check List in Original (**Annexure-I**)
- b) Bid Processing Fee & Bid Security (EMD), as applicable.

- c) Covering letter (**TECH– 1**) on bidder's letterhead requesting to participate in the selection process.
- d) General Details of the Bidder (**TECH – 2**)
- e) Financial Details of the bidder (**TECH – 3**) along with all the supportive documents as applicable duly signed as per the instruction
- f) Power of Attorney (**TECH – 4**) in favour of the person signing the bid on behalf of the bidder.
- g) Relevant Past Experience of Bidder (**TECH-5**)
- h) Affidavit regarding Conflict of Interest (**TECH - 6**)
- i) Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization/ Private Organization during last 5 years preceding the bid submission due date. (**on Stamp Paper**) (**TECH-7**)
- j) Declaration of No involvement in any legal conflicts or any pending legal issues with the KDA / tender inviting authority during last 3 years preceding the bid submission due date. (**on the letterhead of the bidder**)
- k) All the pages with page nos. of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

***\* Bids not complying with any of the above requirements will be outrightly rejected at the discretion of the KDA.***

**FINANCIAL EVALUATION (2<sup>nd</sup> Stage):** The Financial Proposals of only those Bidders shall be opened who have qualify the technical evaluation (1<sup>st</sup> Stage).

## **8. Evaluation Process:**

- i. The selection shall be based on the **LCS method**.
- ii. Those Bidders who meet the minimum eligibility criteria (Technical and financial) shall qualify for evaluation of their Technical Proposal. Bids of Bidders who do not meet above minimum eligibility criteria shall be rejected outrightly.
- iii. Technically qualified bidder quoting the lowest financial proposal shall be the preferred bidder/Selected Bidder.

## **9. Performance Bank Guarantee (PBG):**

Within 7 days of notifying the acceptance of a proposal for award of contract, qualified bidder shall have to furnish a e-Performance Bank Guarantee amounting to **5 (Five) %** of the contract value from any public sector bank of India, Payable at its branch at Kataka, in favor of **Kataka Development Authority.**, as per the format at Annexure-II, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract.

Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder.

No interest shall be paid on the PBG.

## **10. Contract Negotiation**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected

bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be carried out covering technical and financial aspects, if any, and availability of proposed professionals etc.

**11. Award of Contract:**

After completion of the contract negotiation stage (if required), the KDA will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities **within 3 (three) days** of issuance of the offer letter. After signing the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

**12. Currencies of Bid & Payment**

The prices shall be quoted by the bidding entirely in Indian Rupees only. Valuation of work, billing and payments will also be in Indian Rupees.

**13. Conflict of Interest:**

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the eligible bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the KDA directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the KDA as this would amount to their disqualification and breach of contract.

**14. Disclosure:**

- i. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- ii. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- iii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - a. criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - b. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - c. failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**15. Anti-corruption Measure:**

- i) Any effort by Bidder(s) to influence the KDA in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the

proposal.

- ii) A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the KDA shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

#### **16. Language Proposals:**

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

#### **17. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The KDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

#### **18. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Kataka only within Odisha.

#### **19. Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the KDA holds the option for cancellation of the contract for pending activities and completing the same from any other Agency. The KDA may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the KDA and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the services as per the agreed timeline will enforce a penalty @ **1% per week of subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG may also be forfeited.

The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm may be debarred from participation in future bids of the next five years from the date of this occurrence and notifications.

#### **20. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the KDA's anti-fraud and corruption policy. During the execution of the work except with prior written consent of the KDA, the Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

#### **21. Amendment of the RFP Document:**

At any time before submission of proposals, the KDA may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the KDA may, at its discretion, extend the deadline for the submission of the proposals.

#### **22. KDA's right to accept any proposal and to reject any or all proposal(s):**

The KDA reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award,

without assigning any reason there of and thereby incurring any liability to the bidders

### **23. Copyright, Patents and Other Proprietary Rights:**

KDA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the KDA's request, the Agency shall take all necessary steps to submit them to the KDA in compliance with the requirements of the contract.

### **24. Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the KDA and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the KDA and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

### **25. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- a. Proposal submitted without Bid Processing Fee & EMD as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents / information
- g. A commercial bid submitted with assumptions, conditions or uncertainty.
- h. Bids with any conditional technical and financial offer
- i. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- j. Proposal is not properly sealed or signed
- k. Proposal does not conform to the requirement of the scope of the work of the assignment.
- l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- m. If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- i. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- n. Any other condition / situation which holds the paramount interest of the KDA during the overall section process.

### **26. Limitation of Liability:**

The total liability of the Agency shall not exceed the total contract value. However, this limitation

shall not apply to:

The Agency shall not be liable for:

- (a) Loss of profit, revenue or anticipated savings;
- (b) Indirect or consequential damages;
- (c) Any acts or omissions of the Contractor or third parties not under its control.

Neither party shall be liable for indirect, consequential or punitive damages.

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

**27. Indemnity:**

The Agency shall indemnify, defend and hold harmless KDA, its officers and employees from and against any claims, losses, damages, liabilities, penalties, costs and expenses arising out of:

- a. Breach of contract;
- b. Negligence, fraud or misconduct;
- c. Violation of applicable laws;
- d. Infringement of intellectual property rights;
- e. Third-party claims arising from services.

This indemnity shall survive termination of the contract.

**28. Liquidated Damages**

In the event of any delay attributable to the Agency in Agency for **Execution of Dust Suppression/ Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka** within the stipulated timeline (excluding delays caused by KDA KDA reserves the right to impose a penalty of up to 10% of the quoted value of the concerned item/work component for such delay.

Such damages may be deducted from payments or PBG.

**29. Termination of Contract**

The contract can be terminated by any of the parties, i.e., KDA or bidder by giving by writing notice of not less than thirty (30) days to the Agency (or sixty (60) days in the case of Force Majeure.

## **Section: 3**

### **Terms of Reference**

#### **1. About Kataka City**

Kataka (formerly known as Cuttack) is one of the oldest and most historically significant cities of Odisha. Founded in 989 AD, the city served as the capital of Odisha for several centuries and continues to be recognized as the state's Judicial and Commercial Capital. Situated between the mighty Mahanadi and Kathajodi rivers, Kataka occupies a strategic geographical location and acts as a major regional hub for administration, trade, education, healthcare, and culture.

Popularly known as the “**Millennium City**” and “**Silver City of Odisha**,” Kataka is renowned for its thousand-year-old heritage and its world-famous silver filigree craft (Tarakasi), which has earned national and international recognition. The city is home to several iconic landmarks, including Barabati Fort, Odisha State Maritime Museum, Netaji Birth Place Museum, Kataka Chandi Temple, and the Orissa High Court. These landmarks, together with the city's rich cultural traditions, make Kataka one of Odisha's foremost tourism and heritage destinations.

Kataka is also a major transportation and commercial center with excellent connectivity through national highways, railway networks, and proximity to Biju Patnaik International Airport. The city attracts a large number of visitors throughout the year for business, education, healthcare, pilgrimage, and cultural events. Its vibrant marketplaces, traditional crafts, renowned street food, and inclusive social fabric contribute significantly to Odisha's cultural identity.

#### **2. Historic Baliyatra Festival**

Among Kataka's many cultural attractions, Baliyatra stands out as the largest and most celebrated annual festival. Held on the banks of the Mahanadi River at the historic Baliyatra Ground, the festival commemorates the ancient maritime trade expedition of the Sadhabas (Odia mariners) who sailed to Bali, Java, Sumatra, Borneo, and other Southeast Asian regions. The event symbolizes Odisha's rich maritime history and centuries-old trade relations with Southeast Asia. Organized annually during Kartika Purnima, Baliyatra attracts lakhs of visitors from across Odisha and neighboring states. It serves as a vibrant platform for showcasing handicrafts, handlooms, food products, rural enterprises, cultural performances, exhibitions, and recreational activities. The festival generates substantial tourist footfall and contributes significantly to the local economy and promotion of Odisha's cultural heritage.

#### **3. Objective of the Project**

The selected agency shall be responsible for achieving and maintaining an effectively dust-controlled environment at the Baliyatra Ground, internal roads, circulation areas, parking areas, approach roads, pedestrian pathways, commercial and exhibition areas, food courts, entry and exit gates, public congregation areas and all other locations identified by the Engineer-in-Charge of Kataka Development Authority.

The project is intended to:

- a. Minimize airborne dust arising from pedestrian movement, vehicular movement, wind and festival-related activities.
- b. Improve environmental conditions, visibility, cleanliness and public convenience throughout the event.
- c. Stabilize exposed soil surfaces through application of approved dust suppressant or soil-hardening material.
- d. Ensure complete pre-event treatment of all designated areas.
- e. Maintain the effectiveness of dust suppression throughout the festival through monitoring, maintenance and repeat application.
- f. Protect visitors, workers, vendors, nearby communities, public utilities, drains and water bodies from avoidable environmental and safety risks.
- g. Establish verifiable records of material procurement, consumption, area treated, equipment deployed and daily performance.

The key outcome shall be the provision and maintenance of a safe, clean and effectively dust-controlled environment across the Baliyatra Utsav-2026 premises to the satisfaction of KDA.

#### **4. Scope of the Work**

##### **I. Site Survey, Planning and Mobilization**

The selected bidder shall undertake a comprehensive site assessment prior to commencement of work and shall be responsible for planning, mobilization, execution of the dust suppression activities throughout the contract period. The bidder shall:

- a. Conduct a joint site inspection with the Engineer-in-Charge (EiC), Kataka Development Authority (KDA) and identify all areas requiring treatment.
- b. The scope of work includes dust suppression activities in both the Upper Baliyatra Ground and Lower Baliyatra Ground. Bidders shall be deemed to have inspected and understood the site conditions and extent of work at both locations before submission of their bids.
- c. Assess site conditions including soil characteristics, vehicular traffic, pedestrian movement, access constraints, drainage patterns, utility corridors and environmentally sensitive areas.
- d. Prepare a location-wise dust suppression plan indicating treatment methodology, equipment deployment, manpower deployment and maintenance strategy.
- e. Submit a detailed Method Statement covering:
  - Surface preparation procedures;
  - Application methodology;
  - Recommended dilution ratios, wherever applicable;
  - Application rates and coverage;
  - Resource deployment plan;
  - Monitoring and maintenance mechanism;
  - Environmental safeguards;
  - Safety arrangements;
  - Emergency response measures.
- f. Submit a mobilization schedule and obtain approval of the Engineer-in-Charge before commencement of field operations

##### **II. Procurement, Supply and Approval of Dust Suppression Material**

The bidder shall be solely responsible for procurement, transportation, storage, handling and application of the approved dust suppression material.

The bidder shall use only one of the following approved dust suppression products:

- a. Cloud Tech Soil Hardener / Dust Suppressant;
- b. Innocule Dust Suppressant supplied by Innocule Materials and Additives Pvt. Ltd., Bhubaneswar; or
- c. Chemtex Dust Suppression Chemical.

Prior to commencement of work, the bidder shall submit the following documents for approval:

- a. Product Data Sheet;
- b. Technical Specifications;

- c. Manufacturer's Test Certificate;
- d. Safety Data Sheet (SDS/MSDS);
- e. Independent Test Certificates, wherever applicable;
- f. Manufacturing and Batch Details;
- g. GST Invoice and Procurement Documents;
- h. Manufacturer's/Authorized Supplier's Declaration regarding authenticity;
- i. Recommended dilution and application rates;
- j. Shelf-life and storage requirements;
- k. Declaration confirming suitability for public-use areas;
- l. Product sample for inspection and approval by KDA.

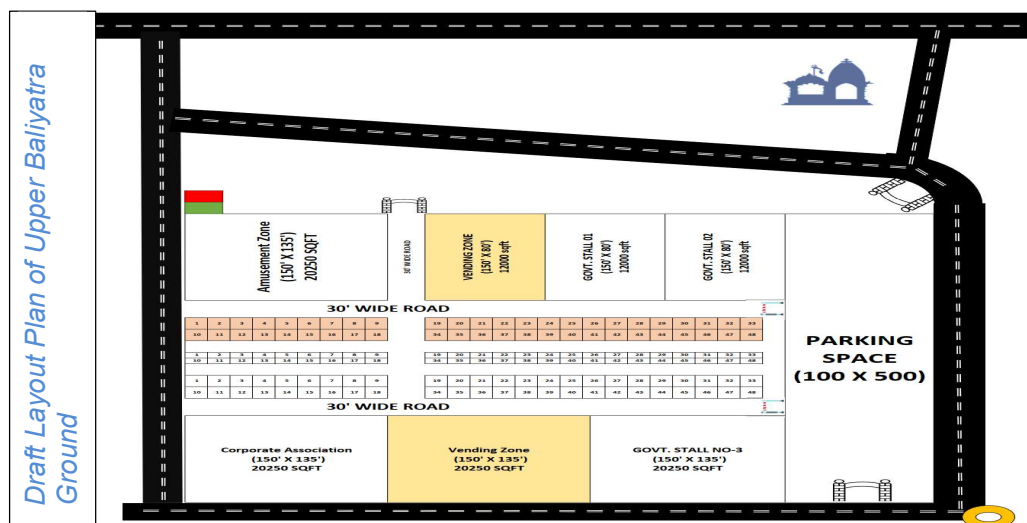
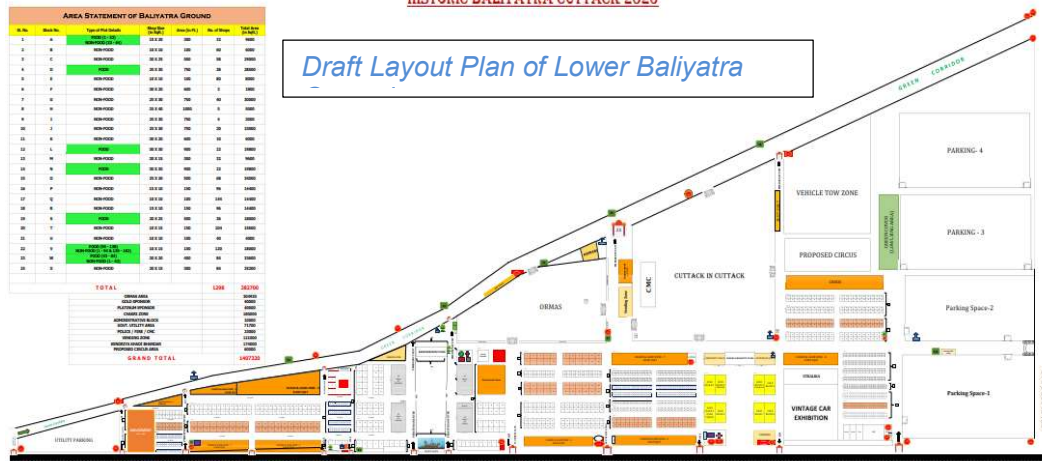
KDA reserves the right to verify procurement sources directly with the manufacturer or authorized supplier. No material shall be used without written approval of the Engineer-in-Charge.

### **III. Coverage Area**

The work shall include dust suppression treatment and maintenance across all designated areas within the Historic Baliyatra Utsav-2026 premises, including but not limited to

- Upper and Lower Baliyatra Ground;
- Exhibition and Commercial Stall Areas;
- Internal Roads and Circulation Corridors;
- Cultural Programme Areas;
- Public Gathering Areas;
- Parking Zones;
- Entry and Exit Gates;
- Food Courts;
- Temporary Market Areas;
- Pedestrian Pathways;
- Approach Roads within the Baliyatra Premises;
- Open Soil Areas;
- Service and Logistics Corridors; and
- Any additional area identified by the Engineer-in-Charge during execution

The final treated area shall be jointly measured and recorded by KDA and the successful bidder. The Draft layout Plan of upper and lower Baliyatra Ground is attached for kind reference of the bidder.



#### IV. Surface Preparation

Prior to application of the approved dust suppression material, the bidder shall:

- Regulate movement and provide barricading in active treatment zones.
- Prevent overspray, runoff, contamination and unnecessary wastage of material.

**All activities necessary for proper surface preparation shall be deemed included in the bidder's quoted rates.**

## V. Initial Dust Suppression Treatment

The bidder shall complete the initial dust suppression treatment before commencement of the festival and make all areas ready for inspection and approval by KDA

**The treatment shall ensure:**

- Uniform application across the entire designated surface;
- Adequate penetration and bonding with the soil surface;

- Complete coverage without untreated patches;
- Absence of excessive accumulation, puddling or runoff;
- Safe usability of treated areas;
- Effective suppression of dust under normal pedestrian and vehicular movement conditions.

#### **VI. Minimum Application Requirement**

The bidder shall apply the approved dust suppression material over 100% of the designated project area for a minimum of three (3) complete application cycles in every day during the contract period.

##### **The minimum executable quantity shall be calculated as:**

Jointly Measured Project Area × Three Complete Application Cycles in a day

The bidder shall carry out additional spot applications or complete re-applications as required to maintain effective dust suppression throughout the event period.

##### **No additional payment shall be admissible for repeat applications required due to:**

- Reduction in effectiveness;
- Vehicular movement;
- Pedestrian movement;
- Weather-related deterioration;
- Improper application;
- Inadequate dosage;
- Failure to maintain the required dust-free condition.

#### **VII. Maintenance During Festival Period**

The bidder shall maintain effective dust suppression throughout the entirety of Baliyatra Festival-2026 and any pre-event or post-event period specified by KDA.

The bidder shall:

- Maintain round-the-clock supervision and response arrangements.
- Continuously monitor all treated locations.
- Immediately attend to any dust generation or complaint reported by KDA.
- Maintain mobile spraying units and emergency response teams.
- Undertake spot treatment and repeat applications as required.
- Keep sufficient stock of approved chemical, water, manpower and equipment.
- Comply with directions issued by the Engineer-in-Charge and authorized KDA officials.

#### **VIII. Deployment of Resources**

The bidder shall deploy adequate manpower, machinery and equipment for simultaneous execution and maintenance across multiple locations.

The minimum deployment shall include:

- a. Water Tankers;
- b. Chemical Spraying Vehicles;
- c. Motorized Spray Equipment;
- d. Pumps, Hoses and Accessories;
- e. Measuring and Dilution Equipment;
- f. Trained Operators;
- g. Site Supervisors;
- h. Safety Personnel;
- i. Traffic Marshals, wherever required;
- j. Personal Protective Equipment (PPE);
- k. Barricades and Warning Signs;
- l. Standby Equipment and Emergency Response Resources.

The bidder shall maintain adequate standby arrangements throughout the contract period.

#### **IX. Quality Control and Inspection**

KDA shall have full authority to inspect and verify the work at any stage.

KDA may:

- Verify procurement sources;
- Inspect materials and equipment;
- Check batch details and seals;
- Verify dilution ratios and application rates;
- Measure treated areas;
- Collect material samples for laboratory testing;
- Inspect storage facilities;
- Reject expired, substituted, adulterated or non-compliant materials.

Any use of material different from the approved product or specification shall be treated as a material breach of contract and may result in:

- Rejection of the work;
- Recovery of rectification costs;
- Withholding of payments;
- Forfeiture of Performance Security;
- Termination of Contract.

#### **X. Documentation and Records**

The bidder shall maintain and submit the following records:

- Daily Progress Reports;
- Location-wise Application Records;
- Joint Measurement Sheets;
- Application Cycle Registers;
- Material Receipt and Consumption Registers;
- Batch-wise Usage Records;
- Chemical Dilution Records;
- Vehicle Deployment Records;
- Equipment Deployment Records;
- Manpower Deployment and Attendance Records;
- Geo-tagged Before-and-After Photographs;
- Incident and Complaint Registers;
- Corrective Action Reports;
- Safety Inspection Records;
- Empty Container and Disposal Records.

The bidder shall produce all empty drums, containers, packets or other packaging materials of the approved dust suppression chemical for physical verification by KDA before processing of bills.

#### **XI. Environmental, Labour and Safety Compliance**

The bidder shall ensure that:

- a. The approved material is handled and applied strictly in accordance with manufacturer recommendations.
- b. Appropriate personal protective equipment is used by all workers.
- c. No contamination of the River Mahanadi, drains, utilities, food zones or adjacent properties occurs.
- d. Chemicals are stored securely and safely.
- e. All applicable labour, environmental, transport and safety regulations are complied with.
- f. Any spillages are immediately contained and removed.
- g. Public access is restored only after the treated area is safe for use.

#### **XII. Performance Requirement, Completion and Handover**

The successful bidder shall maintain a dust-free environment throughout the Historic Baliyatra Festival-2026 period to the satisfaction of KDA.

Upon completion of the work, the bidder shall submit:

- Final Area Statement;
- Application Cycle-wise Execution Report;
- Material Reconciliation Statement;
- Original Procurement Documents and Invoices;
- Completion Photographs;
- Compliance Certificate;

- Final Performance Report;
- No-Claim Certificate, where applicable; and
- Any additional records required by the Engineer-in-Charge.

Failure to maintain effective dust suppression, inadequate deployment of resources, use of unapproved material, delay in execution or non-compliance with instructions of KDA shall be treated as breach of contract and shall attract penalties including deduction from bills, forfeiture of Performance Security and termination of contract as per the tender conditions.

## 5. Responsibility of the Bidders

The successful bidder shall be responsible for the complete execution, operation, monitoring and maintenance of dust suppression works at the Historic Baliyatra Festival-2026 premises. The bidder shall procure approved dust suppression materials, deploy adequate manpower, machinery, vehicles and equipment, carry out dust suppression treatment over all designated areas, and maintain effective dust-free conditions throughout the contract period. The bidder shall ensure compliance with all quality, safety, environmental and statutory requirements, maintain necessary records and reports, facilitate inspections by KDA, promptly attend complaints and directions issued by the Engineer-in-Charge, and undertake all repeat applications required to achieve the desired dust suppression performance without any additional financial implication to KDA. Failure to maintain the required standards of dust control, resource deployment, quality compliance or safety obligations shall be treated as breach of contract and shall attract penalties as per the tender conditions.

## 6. Period of Services

The contract shall be effective from the date of issuance of the Letter of Award (LoA)/Work Order and shall remain valid throughout the Baliyatra Festival 2026, including the pre-event deployment period, the operational period of the festival, and the post-event. The contract shall expire only upon successful completion of all contractual obligations and issuance of a satisfactory completion certificate by the Authority.

## 7. Payment Terms and Conditions

The payments to the selected Agency shall be made in accordance with the following milestone-based schedule:

| Sl. No. | Milestone                                                                                                                                                                                          | Timeline                                                                                        | Payment (%) |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------|
| 1       | Submission of procurement details along with supporting invoices evidencing purchase of dust suppression materials cumulative invoice value being not less than 30% of the quoted contract amount. | The Invoice must be submitted 10 Days prior to the Historic Baliyatra Festival 2026             | 25%         |
| 2       | Successful completion of initial dust suppression treatment over 100% of the designated project area and certification by the Engineer-in-Charge                                                   | Within the timeline specified in the Work Order and before commencement of Baliyatra Utsav-2026 | 10%         |
| 3       | Successful maintenance of dust suppression for a minimum of 5 days from the commencement of the event                                                                                              | After successful completion of 5 <sup>th</sup> day of the event                                 | 25%         |
| 4       | After successful Completion of the event                                                                                                                                                           | After Completion of the Historic Baliyatra Utsav 2026                                           | 40%         |

## **8. Additional Conditions**

- a. Payments shall be released only against actual work executed, measured and certified by the Engineer-in-Charge of Kataka Development Authority (KDA).
- b. The quoted rates shall be deemed inclusive of all costs relating to procurement of approved dust suppressant chemicals, transportation, storage, manpower, vehicles, spraying equipment, fuel, water, supervision, safety measures, maintenance activities, repeat applications and all incidental expenses required for complete execution of the work.
- c. If the duration of the Baliyatra Festival is extended by the Government of Odisha through an official notification, the successful bidder/agency shall continue to provide the required services for the extended period on the same terms and conditions and at the same quoted rates proposal in financial proposal, without claiming any additional cost or compensation from the Authority.
- d. The Bidder shall, at its own cost, risk, and responsibility, undertake a thorough site survey and inspection of the Baliyatra Festival Ground and its associated facilities prior to submitting its Financial Proposal. Submission of the Financial Proposal shall be deemed as confirmation that the Bidder has independently assessed the site conditions, logistical requirements, constraints, and all other factors that may affect the execution of the work.
- e. No separate payment shall be admissible for spot treatment, repeat applications, emergency applications, standby resources, maintenance activities or additional applications required to maintain effective dust suppression during the contract period.
- f. The final payment shall be released only after:
  - Successful completion of the entire Baliyatra Utsav-2026 period;
  - Completion of minimum three (3) application cycles over the designated project area;
  - Submission of daily reports, deployment records, material consumption statements and completion report;
  - Submission of invoices, procurement records and material reconciliation statements;
  - Production and verification of empty chemical drums, containers, packets and packaging materials by KDA officials;
  - Removal of all temporary materials, equipment and debris from the site;
  - Certification by the Committee(s) appointed by KDA confirming satisfactory performance of the work and maintenance of effective dust suppression throughout the event period.
- g. KDA reserves the right to withhold or deduct payments in case of:
  - Use of unapproved material;
  - Failure to achieve effective dust suppression;
  - Inadequate deployment of manpower or equipment;
  - Non-submission of required records and reports;
  - Non-compliance with directions of the Engineer-in-Charge;
  - Any other breach of contractual obligations.
- h. Applicable statutory deductions including Income Tax, GST-TDS, Labour Cess and any other deductions as per Government rules shall be made from the bills of the Agency.

## **9. Default of Service**

Any deviation, refusal, negligence, delay, non-compliance, or failure on the part of the Agency to discharge any obligation specified under the Scope of Work shall be treated as a Default of Service.

In the event of such default:

- a. KDA shall have the right to withhold or forfeit any outstanding payment due to the Agency for the respective stage of work.

- b. KDA may impose penalties and recover losses resulting from such default in accordance with the terms and conditions of the contract.
- c. KDA reserves the right to invoke and forfeit the Performance Security, either partially or fully, depending upon the nature and extent of the default.
- d. KDA may terminate the contract, wholly or partially, after serving due notice to the Agency, if the Agency fails to rectify the default within the prescribed period.
- e. Upon termination, KDA shall be free to engage any other agency at the risk and cost of the defaulting Agency, and any additional expenditure incurred shall be recoverable from the Agency.
- f. The decision of KDA regarding default, penalty, deduction, forfeiture, or termination shall be final and binding on the Agency.

This payment structure ensures accountability, timely delivery, proper maintenance, and successful completion of Dust Suppression and Soil Surface Stabilization Works during the Historic Baliyatra Festival, Kataka

**SECTION: 4**  
**Technical Proposal Submission Forms**  
**TECH-1**

**COVERING LETTER**  
**(ON BIDDER'S LETTER HEAD)**

[Location, Date]

To,

**The Vice Chairman**

Kataka Development Authority  
Arunodaya Bhawan, Link Road  
Kataka – 753012, Odisha

**Subject: Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka**

**Dear Sir/Madam,**

1. With reference to your RFP document , dated , I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of an Agency for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made to express our purpose for selection as an Event Management Agency for the duration and execution of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the proposal.
5. I acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
  - a. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
  - b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect submission of this proposal; and
  - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice,

- fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 8.** the undertakings given by us along with the bid / proposal in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the bid and are also true and correct as on the BID Due Date and I shall continue to abide by them.
  - 9.** I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
  - 10.** I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - 11.** I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  - 12.** I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
  - 13.** I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof
  - 14.** In the event of my/ our agency being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft to be provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same
  - 15.** I have studied all the Bidding / RFP Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
  - 16.** I offer the bid security to the Authority in accordance with the RFP Document.
  - 17.** The documents accompanying the Technical BID, as specified in the RFP, have been submitted.
  - 18.** I agree and understand that the BID is subject to the provisions of the Bidding / RFP Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
  - 19.** The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  - 20.** I agree and undertake to abide by all the terms and conditions of the RFP document.
  - 21.** I shall keep this offer valid for 120 (One Hundred Eighty) days from the BID Due Date specified in the RFP.
  - 22.** I hereby certify that we have not changed any quantity as mentioned in the Financial Proposal and confirmed that any discrepancy arrive at any time, decision of Authority will be consider as final.
  - 23.** I hereby submit our BID and offer a BID Price as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding / RFP Document.

*Authorized Signatory with Date and Seal:*

Name and Designation: .

**TECH -2**

## Bidder's Organization (General Detail)

| Sl.      | Description                                                                                                                  |  |
|----------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>1</b> | <b>Name of the Agency</b>                                                                                                    |  |
| <b>2</b> | <b>Address for communication:</b><br>Tel :<br>Email id:                                                                      |  |
| <b>3</b> | <b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b><br>Mobile No. :<br>Email id : |  |
| <b>4</b> | <b>Registration / Incorporation Details</b><br>Registration No:<br>Date & Year. :                                            |  |
| <b>5</b> | <b>Local office in Odisha</b><br><b>Address</b><br><b>Contact No</b>                                                         |  |
| <b>6</b> | <b>Bid Processing Fee Details</b><br>Amount:<br>Online reference No. : Date:<br>Name of the Bank:                            |  |
| <b>7</b> | <b>EMD Details</b><br>Amount:<br>Reference No.: Date:<br>Name of the Bank:                                                   |  |
| <b>8</b> | PAN Number                                                                                                                   |  |
| <b>9</b> | Goods and Services Tax Identification Number (GSTIN)                                                                         |  |

Authorized *Signatory with Date and Seal:*

Name and Designation:

**TECH – 3**

***(On the Letterhead of the Statutory Auditor / Independent Auditor)***

Bidder Organization (Financial Details)

| Financial Information                 |                   |                   |                   |         |
|---------------------------------------|-------------------|-------------------|-------------------|---------|
| Detail                                | FY <u>2023-24</u> | FY <u>2024-25</u> | FY <u>2025-26</u> | Average |
| Average Annual Turnover<br>(in Lakhs) |                   |                   |                   |         |

***Signature and Seal of the Company Auditor with Date***

***Supporting Documents:***

Audited certified financial statements for the **last 3 (Three) FY 2023-24, 2024-25, FY 2025-26** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

***Filled in information in this format must have to be jointly certified and sealed by the CA with UDIN and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal shall be outrightly rejected.***

**TECH - 4**  
**FORMAT FOR POWER OF ATTORNEY**  
**(On Bidder's Letter Head)**

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./Mrs. (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 **"Selection of an Agency for Execution and Maintenance of Dust Suppression and Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka**

**(Project)** proposed to be developed by the Kataka Development Authority including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids/pre-proposal and other conferences and providing information/responses to KDA, presenting us in all matters before KDA, signing and execution of all contracts and undertakings, consequent to acceptance of our bid, and generally dealing with KDA in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of the project with KDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 and shall be binding on us.

IN WITNESS WHEREOF WE, ..... , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ....., 20

For

.....

(signature)

(Name, Title and Address) of the Attorney

**Note:**

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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**TECH - 5**  
**(BIDDER'S PAST EXPERIENCE DETAILS)**

**A. Summary of Experience**

The Bidder shall provide a summary of their work experience in the following format

**Note:** Bidders should use one row for each assignment submitted for assessment.

| Sl. No. | Name of Assignment | Name of Client | Location | Contract Price (In Rs Lakhs) | Start Date (Month, Year) | End Date (Month, Year) | Duration of Services |
|---------|--------------------|----------------|----------|------------------------------|--------------------------|------------------------|----------------------|
| 1       |                    |                |          |                              |                          |                        |                      |
| 2       |                    |                |          |                              |                          |                        |                      |
| 3       |                    |                |          |                              |                          |                        |                      |
| 4       |                    |                |          |                              |                          |                        |                      |
| 5       |                    |                |          |                              |                          |                        |                      |
| 6       |                    |                |          |                              |                          |                        |                      |

**B. Details of Experiences\***

| Sl. No. | Parameters                                       | Details to be Furnished by the Bidder |
|---------|--------------------------------------------------|---------------------------------------|
| 1       | Project Title                                    |                                       |
| 2       | Project Description                              |                                       |
| 3       | Location of Project                              |                                       |
| 4       | Name and Address of Client                       |                                       |
| 5       | Category of Work                                 |                                       |
| 6       | Total Value of Work Order (₹)                    |                                       |
| 7       | Value of Work Executed by the Bidder (₹)         |                                       |
| 8       | Total Area Treated (Sq.m./Acre/Hectare)          |                                       |
| 9       | Type of Dust Suppressant / Soil Stabilizer Used  |                                       |
| 10      | Duration of Contract                             |                                       |
| 11      | Period of Services Rendered by the Bidder        | From _____ To _____                   |
| 12      | Scope of Services Executed                       |                                       |
| 13      | Major Equipment Deployed                         |                                       |
| 14      | Average Manpower Deployed                        |                                       |
| 15      | Name and Designation of Client Contact Person    |                                       |
| 16      | Fees / Contract Value Received by the Bidder (₹) |                                       |
| 17      | Present Status of Assignment                     | Completed / Ongoing                   |
| 18      | Date of Completion                               |                                       |
| 19      | Whether Completion Certificate Submitted         | Yes / No                              |
| 20      | Other Information Relevant to the Project        |                                       |
| 21      | Supporting Documents                             |                                       |

*\*Note :- Project experience of only completed projects will be considered for evaluation. Separate sheets as per the table to be provided for each project executed*

Signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)

**TECH – 6**  
ON BIDDER'S LETTER HEAD

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

***The Bidder shall disclose whether it, its affiliates, associates, partners, directors, key personnel, or any entity having a direct or indirect interest in the Bidder is engaged in any activity that may result in a conflict of interest in relation to the assignment contemplated under this RFP, as specified under Section 2: Information to the Bidder – Pre-Qualification Criteria.***

**1. Disclosure of Conflict of Interest**

| Sl. No. | Particulars                                                                                              | Details to be Furnished by the Bidder |
|---------|----------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1       | Whether the Bidder is involved in any activity that may constitute a conflict of interest under this RFP | Yes / No                              |
| 2       | If Yes, provide complete details of such activity, relationship, engagement, or circumstance             |                                       |
| 3       | Nature of the conflict and its potential impact on the assignment                                        |                                       |
| 4       | Measures proposed by the Bidder to mitigate or manage such conflict                                      |                                       |

**DECLARATION OF NO CONFLICT OF INTEREST**  
**(To be submitted on the Bidder's Letterhead)**

**Date:** \_\_\_\_\_

**To,**

**The Vice Chairman**

Kataka Development Authority  
Arunodaya Bhawan, Link Road  
Kataka – 753012, Odisha

**Declaration**

I/We, the undersigned, being the duly authorized representative(s) of **M/s** \_\_\_\_\_ ("the Bidder"), hereby solemnly affirm and declare that:

1. The Bidder, its parent company, subsidiaries, affiliates, associates, directors, partners, key managerial personnel, employees, agents, and consultants are **not engaged in any activity, business, professional engagement, or arrangement that constitutes a conflict of interest**, as defined under **Section 2: Information to the Bidder – Pre-Qualification Criteria** of the RFP.
2. The Bidder has disclosed all information necessary for the Authority to assess any actual, potential, or perceived conflict of interest in connection with this assignment.
3. The Bidder undertakes to immediately inform the Authority, in writing, of any situation that may arise during the bidding process or during the execution of the contract which could give rise to an actual or potential conflict of interest.
4. The Bidder acknowledges that the Authority reserves the right to determine whether a conflict

of interest exists and to take such action as it may deem appropriate, including rejection of the bid or termination of the contract.

5. I/We further certify that the information furnished herein is true, complete, and correct to the best of our knowledge and belief.
6. I/We understand and agree that any misrepresentation, concealment, suppression of material facts, or submission of false information shall render the Bidder liable for disqualification from the bidding process and/or termination of the contract, without prejudice to any other rights and remedies available to the Authority under applicable laws and the provisions of the RFP.

Signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)

**TECH -7**  
**Blacklisting Certificate**  
*(On Stamp Paper of Rupees 100)*

To,

The Vice Chairman  
Kataka Development Authority  
Arunodaya Bhawan, Link Road, Kataka-753012

**Sub: - Proposal for “Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka” Undertaking on being not blacklisted.**

Sir/Madam,

This is to certify that Bidders name is not blacklisted by Government of Odisha or any of its departments for any reasons, whatsoever, and not blacklisted by Central / any other State / UT / Government or its Departments for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of submission of bid.

Yours Sincerely

Authorized Signatory

Name and Title of Signatory

Name of Bidder

Address:

## SECTION: 5

### FORMAT FOR FINANCIAL PROPOSAL

**Indicative Format for Financial Bid (to be filled/uploaded online on the e-Procurement Portal ONLY)**

|                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------|-----------------------------------|------------------------------|
| <b>Tender Inviting Authority: Kataka Development Authority, Kataka</b>                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
| <b>Name of Work: Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka</b>                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
| <b>e-Tender No-</b>                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    | <b>Date: 2026</b>                 |                              |
| <b>Bidder Name:</b>                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
| <b><u>PRICE SCHEDULE</u></b>                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |
| <b>NUMBER #</b>                                                                                                                                                                                                                                            | <b>TEXT #</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>NUMBER #</b> | <b>NUMBER #</b>                                                    | <b>NUMBER #</b>                   | <b>TEXT #</b>                |
| <b>Sl. No.</b>                                                                                                                                                                                                                                             | <b>Item Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Quantity</b> | <b>BASIC RATE In Figures To be entered by the Bidder<br/>Rs. P</b> | <b>TOTAL AMOUNT Without Taxes</b> | <b>TOTAL AMOUNT In Words</b> |
| <b>1</b>                                                                                                                                                                                                                                                   | <b>2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>4</b>        | <b>13</b>                                                          | <b>54</b>                         | <b>55</b>                    |
| 1                                                                                                                                                                                                                                                          | <b>Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka</b> , including procurement, transportation, storage, handling and application of approved Dust Suppressant/Soil Stabilizer; mobilization and deployment of manpower, water tankers, spraying vehicles, motorized spray units, pumps, hoses, nozzles, safety equipment and all associated infrastructure; execution of pre-event dust suppression treatment; minimum three (3) complete application cycles over 100% of the designated project area; continuous monitoring and maintenance during the festival period; spot applications and re-applications whenever required; quality control, documentation, reporting, environmental and safety compliance, removal of temporary arrangements after completion of the event, and all allied works complete in all respects as per the Scope of Work and directions of the Engineer-in-Charge. | <b>Per Job</b>  |                                                                    | <b>0</b>                          | INR Zero Only                |
| <b>Total in Figures</b>                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    | <b>0</b>                          | INR Zero Only                |
| <b>Quoted Rate in Words</b>                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                    |                                   |                              |

**SECTION 6**  
**BID SUBMISSION CHECK LIST**  
**Annexure – I**

| <b>Sl. No.</b>                                | <b>Description</b>                                                                                                                                                                                                            | <b>Submitted (Yes/No)</b> | <b>Page No.</b> |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|
| <b>TECHNICAL PROPOSAL (ORIGINAL UPLOADED)</b> |                                                                                                                                                                                                                               |                           |                 |
| 1.                                            | Filled in Bid Submission Check List <b>(ANNEXURE-I)</b>                                                                                                                                                                       |                           |                 |
| 2.                                            | Covering Letter <b>(TECH -1)</b>                                                                                                                                                                                              |                           |                 |
| 3.                                            | Bid Processing Fee of <b>Rs. 11,800/-</b> in online mode                                                                                                                                                                      |                           |                 |
| 4.                                            | Bid Security/EMD as applicable                                                                                                                                                                                                |                           |                 |
| 5.                                            | General Details of the Bidder <b>(TECH - 2)</b>                                                                                                                                                                               |                           |                 |
| 6.                                            | Financial details of the Bidder <b>(TECH - 3)</b>                                                                                                                                                                             |                           |                 |
| 7.                                            | Power of Attorney <b>(TECH - 4)</b> in favor of the person signing the bid on behalf of the bidder.                                                                                                                           |                           |                 |
| 8.                                            | Relevant Past Experience of Bidder <b>(TECH 5)</b>                                                                                                                                                                            |                           |                 |
| 9.                                            | Self-Declaration on Potential Conflict of Interest <b>(TECH - 6)</b>                                                                                                                                                          |                           |                 |
| 10.                                           | Undertaking for not have been black-listed by any Central / State Govt <b>(TECH – 7)</b>                                                                                                                                      |                           |                 |
| 11.                                           | Declaration of No involvement in any legal conflicts or any pending legal issues with the KDA / tender inviting authority during last 3 years preceding the bid submission due date. <b>(on the letterhead of the bidder)</b> |                           |                 |
| 12.                                           | Other required documents under this RFP                                                                                                                                                                                       |                           |                 |

Authorized Signatory [*In full and initials*]  
Name and Designation with Date and Seal

**Annexure – II**  
**PERFORMANCE BANK GUARANTEE (PBG) FORMAT**

(To be executed on appropriate value of Non-Judicial Stamp Paper)

To,

**The Vice Chairman**

**Kataka Development Authority**

**Arunodaya Bhawan, Link Road**

**Kataka- 753012, Odisha**

WHEREAS, [Name of the Bidder], wishing to submit its Bid for **Selection of an Agency for Execution of Dust Suppression / Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka** (hereinafter referred to as the "Bid"), has requested the furnishing of a Bid Security.

KNOW ALL MEN BY THESE PRESENTS that we, [Name of the Bank], having our registered office at [Address of the Bank], in [City, Country] (hereinafter referred to as the "Bank"), are irrevocably and unconditionally bound unto the Kataka Development Authority (KDA) or its successors and assigns, in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for payment of which we hereby bind ourselves, our successors, and assigns.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

This obligation shall become enforceable upon the occurrence of any of the following events:

- (a) If the Bidder withdraws its Bid during the stipulated period of Bid Validity specified in the Request for Proposal (RFP) document, or any extension thereof granted in accordance with the RFP.
- (b) If the Bidder commits any material breach of the terms and conditions contained in the RFP document or any subsequent communication issued by KDA during the Bid Validity Period.
- (c) If the Bidder refuses to accept any correction of errors in its Bid.
- (d) If the Bidder has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable, or restrictive practice in or affecting the Bid Process.
- (e) If the Bidder, after having been notified of the acceptance of its Bid by KDA:
  1. Fails or refuses to execute/sign the Contract for the **Selection of an Agency for Execution and Maintenance of Dust Suppression and Soil Surface Stabilization Works at Historic Baliyatra Festival-2026, Kataka**;
  2. Fails or refuses to furnish the required **Performance Security** to KDA within the stipulated time and in accordance with the provisions of the RFP;
  3. Fails or refuses to fulfill its obligations within the Commencement Date and mobilize the required manpower, equipment, and materials within the Effective Date;
  4. Is found to have made any material variation, suppression of material facts, misrepresentation, or any other non-fulfillment of conditions specified in the RFP document.

We hereby agree and undertake to pay the guaranteed amount to KDA, absolutely, irrevocably, and unconditionally, without protest, delay, demur, or reference to the Bidder, upon receipt of KDA's first written demand or communication stating that any of the above conditions has occurred.

The Bank shall make such payment without KDA being required to substantiate its claim, provided that the demand is in conformity with the terms and conditions specified in the RFP document.

This Bank Guarantee shall remain valid up to and including the expiry of the Bid Validity Period as specified in the RFP document, including any extension thereof granted by KDA, notice of which extension is hereby waived by the Bank.

**Provided, however, that:**

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force until the execution of Agreement

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the announcement of award of the Project to the Preferred Bidder and the execution of agreement for the same.

Any demand under this Guarantee must be received by the Bank on or before the expiry date of this Guarantee, as specified above.

The jurisdiction in relation to this Guarantee shall be the courts of Kataka and the Indian law shall be applicable.

Signature of Authorised

Representative of the Bank

Name and Designation

Seal of the Bank

Signature of the Witness

Name of the Witness

Address of the Witness