



Request for Proposal

for

***Selection of an Agency for Supply, Installation and Deployment of 200
nos Bio-Toilet Units at Historic Baliyatra Festival 2026, Kataka***

Bid Identification No.2026_CDACU_141199 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_141199

Date:18.09.2026

Sl. No	Particular	Details
1	Name of the Client	Kataka Development Authority (KDA)
2	Method of Selection	Least Cost Selection Method
3	Availability of RFP Document	https://tendersodisha.gov.in
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 11:00 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	Bid Processing Fee (Non-Refundable)	INR 11,800/- including GST (Rupees Eleven thousand and Eight Hundred only) through Online https://tendersodisha.gov.in .
9	Earnest Money Deposit (EMD) (Refundable without any interest)	INR 1,00,000/- (Rupees One Lakhs only) through Online https://tendersodisha.gov.in .
10	Supplying, Transporting, Installing, Commissioning, Operating, and Decommissioning Prefabricated FRP/HDPE Bio-Toilet Units on a Rental Basis, Including All Associated Costs, for the Entire Duration of Baliyatra Festival 2026 (Rate per Unit)	INR 18,700 /- (excluding of Taxes) <i>Note: The maximum permissible rate under this tender is INR 18,700/- per Bio-Toilet Unit (exclusive of taxes). Financial bids quoting rates above this ceiling price shall not be considered and shall be liable for rejection.</i>
11	Contact Person / Address for Submission of Proposal	The Executive Engineer Kataka Development Authority Arunodaya Bhawan, Link Road, Kataka - 753012, Odisha Contact Person: Executive Engineer KDA on 8456866531
12	Place of Opening of Proposal	Kataka Development Authority Arunodaya Bhawan, Link Road, Kataka - 753012, Odisha
13	Mode of Submission	Online through https://tendersodisha.gov.in . Submission of bid through any other mode and late bid will be rejected
14	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

Section: 1
LETTER OF INVITATION

Name of the Assignment: Selection of an Agency for Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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 Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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.
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 Lakhs 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. 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
1	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.	If the Bidder is a Company • Copy of Certificate of Incorporation If the Bidder is an LLP • Copy of LLP Registration Certificate If the Bidder is a Partnership Firm • Copy of Partnership Registration Certificate All Bidders must submit the following – • MOA Memorandum of Article) of Company, AoA (Article of Association) of Company • Copy of GST Registration • Copy of PAN Card • Copy of Income Tax Returns for FY 2025-26
2	The bidder should have been in business of Services for supply and installations of bio toilets/ mobile toilets/public sanitation units for more than 3 (three) years from the proposal due date.	TECH-5
3	Technical Eligibility: a. The bidder should have executed at least two (2) similar works of sanitation facility management at large public gatherings/events/fairs/festivals/government projects in the last 5 years b. The bidder must have individually successfully completed at least 2 similar events of project cost of minimum INR 15.00 Lakhs each during the 5 years preceding the proposal due date. Out of the 2 events, one (01) event amounting to Rs.10 Lakhs should	TECH -5, Copies of Work Order/ Contract Document along with Completion Certificate/ Letter of Completion from the previous Clients with mentioning the project cost. The certificate by not below the rank of the Executive Engineer or Equivalent or Employer in case of Govt / Semi Govt. Authorities

	have been executed in last one year preceding the proposal due date. Similar event means experience of organizing and managing an event or a festival of similar scale for a minimum period of 5 days (multi-location/multi-event, community/public event,), including the provision, maintenance, and management of sanitation facilities such as bio-toilets, portable toilets, or restroom complexes for large gatherings or multi-day events. Completed means curated, planned, implemented & managed, with multiple stakeholders/agencies, Government.	
4	Financial Eligibility The bidder should have an annual average turnover of Rs. 50 Lakhs in preceding 3 financial years ending 31.03.2026	Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure statement duly sealed and certified by the CA.
5	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of Power of Attorney (TECH-4)
6	Other Requirements - The Bidders should have an office in Odisha- The Bidders should have an office in Odisha: Documentary proof of office in Odisha such as GST Registration Certificate/Trade License/Rent Agreement, etc - 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.)	

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-1**)
- 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 100,000/-** (Rupees One Lakhs 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 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 for the shortlisted applicants who qualify for financial opening as per RFP. 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 (1st 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 (2nd Stage): The Financial Proposals of only those Bidders shall be opened who have qualify the technical evaluation (1st 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 performed 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 of 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 completes 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 supplying, installing, operating, maintaining, or removing the bio-toilet units 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.

Given the massive gathering of visitors, ensuring adequate public sanitation infrastructure is critical for maintaining hygiene, environmental sustainability, visitor comfort, and public health standards during the festival. The deployment of bio-toilets supports eco-friendly waste management practices and aligns with the broader objectives of sustainable event management and improved civic amenities at one of Odisha's most important cultural events.

3. Objective of the Project

The objective of this RFP is to select a qualified and experienced agency for the Supply, Installation and Deployment of 200 nos Bio-Toilet Units at Historic Baliyatra Festival, Kataka.

The selected agency shall ensure the provision of safe, hygienic, accessible, and environmentally sustainable sanitation facilities for visitors, exhibitors, vendors, officials, and other stakeholders attending the festival. The assignment aims to enhance public health, cleanliness, and visitor comfort while supporting eco-friendly waste management practices in accordance with applicable environmental and public health standards.

The specific objectives are to:

- a. Provide adequate sanitation facilities at designated locations across the Baliyatra Festival grounds.
- b. Ensure continuous cleanliness, functionality, and usability of all bio-toilet units throughout

the festival period.

- c. Promote hygienic and environmentally responsible disposal and treatment of human waste.
- d. Support the objectives of Swachh Bharat Mission and sustainable event management practices.
- e. Enhance visitor convenience and overall festival experience through efficient sanitation services.
- f. Prevent public health risks arising from inadequate sanitation and improper waste disposal.
- g. Maintain a clean and healthy environment within and around the festival premises.
- h. Ensure compliance with all applicable statutory, environmental, safety, and sanitation regulations.

4. Scope of the Work

The selected agency shall be responsible for the complete supply, deployment, operation and removal of 200 nos Bio-Toilet Units for the entire duration of the Historic Baliyatra Festival, including the preparatory and dismantling period.

The scope of work shall include, but not be limited to, the following:

I. Supply of Bio-Toilet Units

- a. Supply and transport 200 nos bio-toilet units of approved specifications to the designated festival site.
- b. Ensure that all units are structurally sound, leak-proof, odor-controlled, and suitable for high-footfall public use.
- c. Provide separate units, wherever required, for men, women, senior citizens, and persons with disabilities (PwDs).
- d. Ensure all toilets are equipped with:
 - Adequate ventilation
 - Internal locking arrangements
 - Non-slip flooring
 - Lighting arrangements (where required)
 - Handwashing facilities or sanitizer dispensers
 - Waste bins and consumables

II. Installation and Commissioning

- a. Transport, unload, position, and install all bio-toilet units at locations specified by the Authority.
- b. Complete installation within the timeline prescribed by the Authority before commencement of the festival.
- c. Ensure proper anchoring, leveling, and operational readiness of all units.
- d. Provide all materials, tools, manpower, consumables, machinery, and accessories necessary for installation.

III. Operation and Maintenance

- a. The Contractor shall depute at least one dedicated supervisor at the festival site on a continuous basis throughout the event period for coordination and monitoring of all installed bio-toilet units.
- b. The supervisor shall carry out regular inspections of all bio-toilet units and associated soak pits to ensure that the facilities remain in a hygienic, serviceable, and user-friendly condition at all times.
- c. In the event any bio-toilet unit, soak pit, or surrounding area is found to be unclean, overflowing, damaged, or otherwise requiring attention, the supervisor shall immediately bring the matter to the notice of the designated Nodal Officer of Kataka Development

Authority (KDA) for necessary action.

d. The supervisor shall maintain a log of inspections and report any deficiencies, operational issues, or sanitation-related concerns to the designated Nodal Officer of KDA without delay.

e. The Contractor shall ensure prompt communication and coordination with KDA regarding the cleanliness status of the bio-toilet units and soak pits throughout the festival period.

Note: The scope of the Contractor under this contract is limited to the supply, installation, commissioning, monitoring, and decommissioning of bio-toilet units. Cleaning, housekeeping, and maintenance services shall be undertaken separately by KDA through an independent agency.

IV. Waste Management and Environmental Compliance

- a. Ensure proper functioning of the bio-digester/bio-treatment system installed within the bio-toilet units.
- b. Prevent any leakage, overflow, or environmental contamination.
- c. Handle and dispose of waste in accordance with applicable environmental, municipal, and regulatory requirements.
- d. Maintain all records required by competent authorities regarding sanitation and waste management.

V. Safety and Regulatory Compliance

- a. Comply with all applicable laws, labor regulations, environmental standards, and public health guidelines.
- b. Provide safety gear, uniforms, and protective equipment to deployed personnel.
- c. Ensure safe operation and maintenance practices throughout the contract period.
- d. Be responsible for any damage, accident, or sanitation-related issue arising due to negligence.

VI. Monitoring and Reporting

Maintain daily logs of:

- Deployment status of bio-toilet units
- Inspections carried out
- Issues observed and reported to KDA
- Visitor complaints received and communicated to KDA
- Status of soak pits and associated infrastructure

VII. Decommissioning and Site Restoration

- a. Remove all bio-toilet units after completion of the festival as per directions of the Authority.
- b. Restore the site to its original condition without causing damage to festival infrastructure or surrounding areas.
- c. Dispose of residual waste and materials in an environmentally compliant manner.
- d. Complete dismantling and site clearance within the timeframe stipulated by the Authority.

5. Responsibility of the Agency

Provide all manpower, machinery, vehicles, equipment, logistics, technical support, supervision and resources required for supply, installation, deployment, monitoring and decommissioning of bio-toilet units.

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 dismantling period. 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	Arrival and verification of more than 80% of the total Bio-Toilet units at the site	Within the timeline specified in the Work Order	10%
2	Supply, installation, commissioning, and successful deployment of all 200 nos Bio-Toilet units and associated infrastructure	Within the timeline specified in the Work Order	15%
2	Successful completion of the Baliyatra Festival 2026	Within the timeline specified in the Work Order	25%
3	After Successful completion of the Baliyatra Festival and decommission of all bio toilets units and handed over the site with proper cleaning & submission of completion report, certification by the designated Committee of KDA, and removal of all deployed materials from the site	After completion of the event and fulfilment of all contractual obligations	50%

8. Additional Conditions

- Payments shall be released only against actual work executed and accepted by the Authority, based on the approved unit rates quoted by the selected Agency.
- Payments may be subject to deductions towards statutory taxes and other recoveries as applicable under prevailing Government rules and regulations
- 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.
- 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.
- The final payment shall be released only after:
 - Successful completion of the entire event;
 - Submission of all required reports and documentation;
 - Removal of all bio-toilet units, equipment, debris, and related materials from the venue;
 - Certification by the Committee(s) appointed by the Kataka Development Authority (KDA) confirming that all services have been performed satisfactorily and in accordance with the Scope of Work.

6. Any additional item, service, consumable, or requirement not originally included in the Bill of Quantities (BoQ) but considered necessary for the successful conduct of the event may be procured with prior approval of the Competent Authority. Such items shall be governed by rates approved by the Rate Approval Committee constituted by KDA. Payment for such items shall be made based on actual consumption and approved rates.

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 and successful completion of the Bio-Toilet deployment 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 Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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	Details
1	Name of the Agency	
2	Address for communication: Tel : Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha Address Contact No	
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount: Reference No.: Date: Name of the Bank:	
8	PAN Number	
9	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 2023-24	FY 2024-25	FY 2025-26	Average
Average Annual Turnover (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 Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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	
4	Name of Client	
5	Total Value of Work Order (₹)	
6	No. of Manpower Supplied	
7	Period of Services Rendered by the Bidder	
8	Scope of Service	
9	Fees/Consideration Received by the Bidder (₹)	
10	Present Status of the Assignment	
11	Other Information Relating to the Project	
12	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 Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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)

Tender Inviting Authority: Kataka Development Authority, Kataka					
Name of Work: Selection of an Agency Supply, Installation and Deployment of 200 nos Bio-Toilet Units at Historic Baliyatra Festival, Kataka					
e-Tender No-				Date: 2026	
Bidder Name:					
<u>PRICE SCHEDULE</u>					
(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)					
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	13	54	55
1	Supplying, transporting, installing, commissioning and decommissioning Prefabricated FRP/HDPE Bio-Toilet Units on rental basis for Historic Baliyatra, Kataka-2026 including connection from nearest water supply point, provision of soak pits/septic pits as required, deployment at designated locations, site supervision, monitoring, dismantling and removal of all units and associated infrastructure after completion of the event, restoration of the site to its original condition and all incidental works complete in all respects as per direction of the Engineer-in-Charge.	Per unit		0	INR Zero Only
Total in Figures				0	INR Zero Only
Quoted Rate in Words					

SECTION 6
BID SUBMISSION CHECK LIST
Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL UPLOADED)			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee of Rs. 11,800/- in online mode		
4.	Bid Security/EMD as applicable		
5.	General Details of the Bidder (TECH - 2)		
6.	Financial details of the Bidder (TECH - 3)		
7.	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
8.	Relevant Past Experience of Bidder (TECH 5)		
9.	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10.	Undertaking for not have been black-listed by any Central / State Govt (TECH – 7)		
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. (on the letterhead of the bidder)		
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 the Selection of an Agency for Supply & Installation of 200 nos Units of Bio-Toilets at Historic Baliyatra-2026 (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 Supply, Installation and Deployment of 200 nos Bio-Toilet Units 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