Reference No: 604/ATLC **Dated:29.10. 2026**

October 2026

RFP for Engagement of Event Management Agency for conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit-I, Bhubaneswar

ACADEMY OF TRIBAL LANGUAGES & CULTURE(ATLC)
under the ST & SC Development M & BCW Department, Govt. of Odisha,
Address: Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009
Email: atlcbbsr_08@yahoo.com, Contact No.: 8328991550

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A. Notice for Request for Proposal

ACADEMY OF TRIBAL LANGUAGES & CULTURE(ATLC)
ST & SC Development M & BCW Department, Govt. of Odisha, Govt. of Odisha
Address: Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009
Email: atlcbbsr_08@yahoo.com

Ref No: 604/ATLC, Dated: 29.10.2026

Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, invites sealed bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for **'RFP for Engagement of Event Management Agency For conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit-I, Bhubaneswar from 18th to 20th December, 2026.**

Sl.No	Information	Details
1	Name of RFP	RFP for Engagement of Event Management Agency For conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit-I, Bhubaneswar.
2	Type of RFP	Open Tender
3	Mode of tendering/Submission	In Speed Post / Registered Post to the address as specified above during the office hour only (5.00 PM). Submission of proposal through any other mode will be rejected.
4	Method of Selection	**Quality cum Cost Based Selection Process (30:70)**
5	Bid Start Date/Issue of RFP	Date: **29.10.2026**
6	Last date for sending queries to ATLC/Submission of Pre-Proposal Queries date & time	Date:**05.11.2026**; Time: **05:00PM** Queries may be sent by email: atlcbbsr_08@yahoo.com
7	Pre-Bid Meeting/Pre-Proposal Meeting date & time	Date: **06.11.2026**; Time: **11.00 AM**; at SCSTRTI Meeting Hall, Bhubaneswar
8	Issue of responses to pre-bid queries, addendum/ corrigendum, if Required /Upload of Pre-Bid clarification date.	Date:**06.11.2026;** Time:**05:00PM**
9	Bid Due Date/Due date & time for submission of Proposal.	Date: **21.11.2026**; Time: **05:00 PM**
10	Opening of Technical Bid	Date: **23.11.2026**; Time: **11:00 AM**
11	Opening of Financial Bid	**Date: 23.11.2026;** Time:**03:00PM**
12	Tender Document Cost (non-refundable) including GST	Amount: INR 5,000 (Rupees Five Thousand only) through Demand Draft in favour of "**Member Secretary**, **ATLC**" payable at any Nationalized bank at Bhubaneswar.
13	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of **INR 1,00,000/- (Rupees One Lakhs only)** through

		Demand Draft in favour of "**Member Secretary, ATLC**" payable at any Nationalized bank at Bhubaneswar. The EMD shall be valid for 30 days beyond the Bid Validity period.

Bidders can download the complete RFP Document from the websites of http://atlcodisha.in, https://stsc.odisha.gov.in and https://www.scstrti.in. Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Sd/-
Member Secretary, ATLC

Data Sheet

Sl.No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	**RFP No.: 604/ATLC** Date of availability : **29.10.2026**
2	Bid Start Date/Issue of RFP	Date: **29.10.2026**
3	Last date for sending queries to ATLC /Submission of Pre-Proposal Queries date & time	Date:**05.11.2026**; Time:**05:00PM** Queries may be sent by email : atlcbbsr_08@yahoo.com
4	Pre-Bid Meeting/Pre-Proposal Meeting date & time	Date: **06.11.2026**; Time: **11:00 AM**
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if Required /Upload of Pre-Bid clarification date	Date: **06.11.2026;** Time:**05:00PM**
6	Bid Due Date/Due date & time for submission of Proposal	Date: **21.11.2026**; Time:**05:00PM**
7	Opening of Technical Bid	Date: **23.11.2026**; Time: **11.00AM**
8	Opening of Financial Bid	Date: **23.11.2026**; Time:**03.00PM**
9	Signing of Agreement	Within 1 day of acceptance of LOA
10	Venue for pre-bid meeting, opening and evaluation of Bids	SCSTRTI Meeting Hall, Bhubaneswar Email: atlcbbsr_08@yahoo.com, Contact No.: 0674-2597821
11	Contact Details	Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, M & BCW Department. Govt. of Odisha Email ID : atlcbbsr_08@yahoo.com Contact Details: Assistant Director (Nodal Officer)
13	Tender Documents on Website	http://atlcodisha.in, https://stsc.odisha.gov.in and https://www.scstrti.in
14	Method of Selection	**Quality cum Cost Based Selection Process (30:70)**
15	Bid Validity Period	180 days

B. Disclaimer

1. This Request for Proposal ("RFP") is neither an agreement nor an offer by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.

2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

4. Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.

5. Neither Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha immediately at the following address:

   Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha, Address: Adivasi Exhibition Ground, Unit 1, Bhubaneswar, 751009 Email: atlcbbsr_08@yahoo.com

7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.

8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.

9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.

10. Academy of Tribal Languages & Culture (ATLC) under ST & SC Development M & BCW Department, Govt. of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies/ Bidders are expected to keep track of the same on the portal.

11. The bidders or any third party may not object to such changes/ modifications/additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha with respect to this RFP.

12. Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any reasons. The decision of Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha shall be final and binding in this regard.

13. Bidders shall not make any public announcements with respect to the RFP processor the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha's decision in this regard shall be final and binding on the bidder.

14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.

15. The bid is not transferable.

C. Abbreviations

DD	Demand Draft
ATLC	Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha
EMA	Even Management Agency/Agency
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

D. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **"Applicable Laws"** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha or to the Bidders.

2. **"Authorized Signatory"** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process.

3. **"Bid"** or **"Proposal"** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/sought by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha and the Financial Bid, submitted strictly in the formats provided by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha.

4. **"Bidder/bidder"** or **"Bidders/bidders" "Agency/agency" or "Agencies/agencies"** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/Agreement with Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha.

5. **"RFP Process"** or **"Bidding Process"** means the process governing the submission and evaluation of the Bids as set out in the RFP itself.

6. **"Bid Due Date"** shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule of the RFP. No bids shall be accepted after the Bid Due Date.

7. **"Bid Processing Fee"** shall be the amount the bidder shall pay to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.

8. "**EMD**" means the amount submitted by a Bidder to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha for participating in the Bidding Process.
   - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender.
   - Any bidder that does not submit the EMD shall be rejected by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, as non-responsive.
   - The EMD will be refunded to the unsuccessful bidders.
   - EMD of the bidder whose offer is accepted will be kept up to the time the Performance Security is not received.
   - The EMD shall be valid for 30days beyond the Bid Validity period.
   - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.

9. **"Bid Validity Period"** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha.

10. **"Financial Year"** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts.
11. **"Letter of Award (LOA)"** means the official written intimation by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein.
12. **"Net Worth"** shall have the meaning ascribed to it in Section 2 (57) of the Companies Act, 2013;

13. **"Request for Proposal"** or **"RFP"** or **"RFP Document"** or **"RFP Paper"** or **"RFP Documents"** or **"Bid Documents"** means documents issued by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha vide **RFP No. 604/ATLC, dt. 29.10.2026** as mentioned at Front Page/cover page/Data Sheet for **Engagement of Event Management Agency For conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009** and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:

(a) This RFP document;

(b) Any corrigendum (a)/ addendum(a) and clarification(s) to the RFP Document issued by Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);

14. **"Pre-Bid Meeting"** means Pre-Bid meeting to be held as per the schedule indicated in the Schedule of the RFP hereof between Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, and the bidders for clearing doubts if any;

15. **"Related Party"** shall have the meaning ascribed to it in Section 2 (76) of the Companies Act, 2013;

16. **"Turnover"** shall have the meaning ascribed to it in Section 2 (91) of the Companies Act, 2013.

17. **"Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha"** shall mean the Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, having its registered office at Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009.

18. All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

E. Instructions to Bidders

1. **Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha 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 bid, regardless of the conduct or outcome of the bidding process.

2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.

3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.

4. The bid documents shall be downloaded from the website mention in the A. Notice for Proposal at page no-4. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid in the shape of Demand Draft during the bid submission along with all other relevant documents.

5. **Bid Processing Fee**: The bidder shall pay to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha a non-refundable amount (Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.

6. **Earnest Money Deposit (EMD):** "EMD" means the amount submitted by a Bidder to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt.

of Odisha for participating in the Bidding Process.

- The amount of EMD demanded in the tender shall be deposited by the bidder in the shape of Demand Draft during the bid submission along with all other relevant documents.
- Any bidder that does not submit the EMD shall be rejected by Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha, as non-responsive.
- The EMD will be refunded to the unsuccessful bidders.
- EMD of the bidder whose offer is accepted will be kept up till the time, the Demand Draft is not received.
- The EMD shall be valid for 30 days beyond the Bid Validity period.
- If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.

7. **Consortiums/Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/ blacklisted by any Government agency.

8. **Preparation of Bids**

8.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.

8.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative in each of every page of the Bid documents. Relevant power of attorney for signing the bid should be attached.

8.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)

9. **Clarifications by Bidders**

9.1 Bidders requiring any clarification on the RFP document may contact ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha in writing bye-mail with in such date as specified in the Schedule of Bidding Process.

9.2 All correspondence for clarifications should be submitted as per the format attached at **'Annexure-I'** to the address mentioned in the data sheet in writing by e-mail.

9.3 ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha shall endeavor to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be communicated on e-mail. However, ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha to respond to any query or to provide any clarification.

9.4 At any time prior to the Bid Due Date, ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e- tender website.

10. **Pre-Bid Meeting**

10.1 To clarify and discuss issues with respect to the Project and the RFP Document, a pre- proposal meeting ("Pre-Bid Meeting") will be held as per the details provided in point 3 of data sheet.

10.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-I,'** if any, to the RFP requirements.

10.3 Bidders may note that ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP

Document with all its contents. Any conditional Proposal shall be regarded as non- responsive and would be liable for rejection.

10.4 Bidders' representatives attending the proposal opening shall bring an authorization letter from the Bidder.

10.5 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the e-mail.

10.6 Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha will endeavor to respond to all queries received by the scheduled date as per Clause 10.1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.

10.7 No interpretation, revision, or other communication from ATLC, Odisha regarding this solicitation is valid unless in writing. Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

11. Format and Signing of Bid

11.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.

11.2 The bid shall contain no alterations, omissions, or additions except those to comply with an instruction issued by Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.

11.3 The proposal shall be properly bound, indexed, and serially numbered.

12. Submission of Bids

12.1 The bidder shall submit their offer under two bid-basis. **Technical Bid** and the **Financial Bid.** The Financial Bid shall be submitted only as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

12.2 **Technical Bid:** The envelope containing the filled in technical proposal forms, shall be sealed and superscribed "Technical Bid" and be furnished inside one envelope. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.

12.3 **Financial Bid:** The envelope containing financial proposal, shall be sealed and super scripted "Financial Bid". The duly filled-in Financial Proposal Submission Forms should contain the detailed price offer for the proposed assignment in the prescribed format and have to be furnished inside one envelope Bidders shall have to submit their Financial Bid in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail.

The "Technical Bid" and "Financial Bid" must be submitted in separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as "Technical Bid" and the second envelope must be marked as "Financial Bid. All above envelopes have to be sealed and placed inside a third & main envelope with proper labeling of following information in bold:

NAME OF THE ASSIGNMENT:- EVENT MANAGEMENT SERVICES FOR STATE LEVEL STUDENTS FESTIVAL SARGIFUL-2026.

RFP NO. 604/ ATLC DATE: 29.10.2026

DATE OF SUBMISSION OF BID:-

NAME AND ADDRESS OF THE BIDDER: -

12.4 Basic rate for each item should be per unit.
12.5 The basic and total rate should be inclusive of supply, transportation, installation, warranty, maintenance and any other incidental charges.
12.6 Rates should be exclusive of all statutory taxes.
12.7 The financial proposal shall be valid fora period of 180 days from the date of opening of the bid. If accepted, the applicable rates shall be valid for a period of 12 months from the date of award of work order. However, owing to special circumstances, ATLC under the ST & SC Development M & BCW Department, Govt of Odisha reserves option to have a new rate contract for additional requirement by issuing another tender.
12.8 The quantity mentioned in BOQ Sheet is indicative and may be increased or decreased as per actual requirement of ATLC under the ST & SC Development M & BCW Department, Govt of Odisha.
12.9 The rates quoted shall be applicable for anywhere in the state of Odisha for a period of 12 months from the date of award of order.
12.10 In case the preferred bidder is unable to deliver the services mentioned in the scope of work, as per specifications and/or within stipulated time ATLC reserves the right to negotiate with the next preferable bidder.
12.11 Technical specification of the equipment's (consumable/non-consumable) should be as per the specification.
12.12 The supplies received, if not found as per specification of tendered items, are liable to be rejected.
12.13 In case of any dispute arises in regard to the tender, the decision of Commissioner-cum- Secretary, ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha will be final and binding.
12.14 In case of litigation, the courts at Bhubaneswar only will have the jurisdiction for deciding the case according to Indian law and force.
12.15 ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
12.16 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha to order any products offered. The decision of ATLC, under the ST & SC Development M & BCW Department, Govt. of Odisha in this regard would be final and be entirely, at its discretion.
12.17 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser.
12.18 A successful bidder must bid for all the item.

13. Late and Delayed Bids:

13.1 Bids must be received no later than the date and time stipulated in the RFP document. ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha and the bidder will be the same.
13.2 Any bid received by ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

14. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following which shall be summerly rejected.

14.1 Bids must be received no later than the date and time stipulated in the RFP document. ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha and the bidder will be the same.
14.2 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in

accordance with the formats given in this RFP document.

14.3 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.

14.4 It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document).

14.5 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).

14.6 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.

14.7 The bid submitted by the Bidder is not valid for the minimum bid validity period.

14.8 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

15. Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

i) Made a complete and careful examination of the RFP documents, including the proforma agreement;

ii) Received all relevant information requested from Academy of Tribal Languages & Culture (ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha.

iii) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha relating to any of the matters related to this RFP or otherwise;

iv) Satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha) and performance of all of its obligations there under;

v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha;

vi) Agreed to be bound by the undertakings provided by it under and in terms;

Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha.

16. Opening and Evaluation of Technical Bid

16.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.

16.2 The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha reserves the right to seek clarification/documents from the bidders if Academy of Tribal Languages & Culture (ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha considers it necessary for proper assessment of the bid.

17. Opening of Financial Bid and Final Evaluation

17.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.

17.2 The selection of the bidder shall be based on the QCBS method in which weightage of the Technical Score shall be 30% and weightage of the Financial Score shall be 70%.

17.3 Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder.

ST = (100 x T/TH)
Where "ST" = Technical score
"TH" = Highest Technical Score secured by the qualified bidder "T"
= Technical Score of the Proposal under consideration.

SF = 100 x (FM/F)
Where "SF" = Financial score,
"FM"=Lowest Evaluated Financial Bid
"F"=Quoted Financial Bid under consideration

17.4 The weightage given to the Technical (T) and Financial (F) Proposals are: T=0.3, and F = 0.7. Proposals are ranked according to their combined technical (ST) and financial (SF) scores using the weights (T = the weightage given to the Technical Proposal; F = the weightage given to the Financial Proposal):

(Combined Score S)=(ST x T)+(SF x F)

17.5 The Bidder having the highest combined score (Technical + Financial) shall be the Successful Bidder.

17.6 The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.

17.7 If 2 (two) or more Bidders are ranked the Preferred Bidder, the bidder scoring the highest technical marks shall be considered as the preferred bidder. In case the technical score is also same the bidder having the highest average annual turnover shall be considered as the preferable bidder, if the average annual turnover is also same then ATLC, in its sole discretion, may take any measures as it deems fit.

17.8 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha reserves the right to,

a. Invite the next-ranked bidder and negotiate upon the following scenario, or

b. take any such measure as may be deemed fit in the sole discretion of Academy of Tribal Languages & Culture(ATLC) including annulment of the Bidding Process.

17.9 In case of significant variation in the rates of various individual items, Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha

reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.

18. Right to accept any Bid and to reject any or all bids

18.1 Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.

18.2 Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/local bodies/ municipalities/ PSUs, etc.

18.3 Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

19. Award of Contract

19.1 Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.

19.2 Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (here in after and in the condition of contract called the "Letter of Award") shall prescribe the amount which Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

19.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha in this regard.

19.4 The Successful Bidder will be required to execute the contract for the services within a period of 7 Days from the date of issue of Letter of Award.

20. Performance Security

20.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (**for an amount which is 5% of total project cost/contract value)** in the form of Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial Bank/Nationalized Bank in an acceptable form in favor of "**Member Secretary, ATLC" payable at Bhubaneswar.** The Performance Security shall be valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.

20.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

21. PaymentTerms

The payment will be made after completion of work and submission of final bill and due verification by the competent authority(s).

22. Duration of Contract

22.1 The term under the contract shall be for a period of 1 year from the date of execution of the contract subject to annual renewal on the basis of satisfactory performance. The engagement may be further extended for another one year on mutually agreed terms and conditions.

F. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Partnership Act 1932 or a Proprietorship Firm	Certificate of Registration/ Incorporation (s)
Financial Capacity	The bidder should have a minimum annual **turnover of ₹2 crores in any 3 of the last five financial years ending FY 2025-26**.	Certificate from statutory auditor/audited financial statements for previous five Financial years.
Bidder Experience	The bidders must have undertaken and delivered at least 5 relevant Event Management Projects in any Government Department / PSUs (State or Central) Projects – executed either directly with them or through federations such as FICCI, CII, ASSOCHAM etc. for such government departments or PSUs/corporates (SEBI listed only) **with minimum 3 projects each having work order value not less than Rs. 60 lakhs (INR)in the last five (5) years.** Please note, relevant projects to be considered for evaluation of event management are as follows: • Sports Events • Award Ceremonies • Business Summits/Conferences/Seminars • Youth Services Events • Social & Cultural Events	Work Order/LOA (Contract Value &Scope of Work to be mentioned & Completion Certificate) / Certificate from Statutory Auditor
Other Criteria	The Bidder should furnish the copies of the valid PAN and GSTIN registration and ITR for the last three assessment years.	▪ Copy of PAN ▪ Copy of GST registration certificate

G. Evaluation Criteria

Proposals should not include any financial details otherwise the authority has the right to disqualify the bid.

S.No.	Parameters	Maximum Marks	Documentary Evidence
1	**Financial Strength**	**40**	
1.1	Minimum Average Annual Turnover of the Agency in any three of the last five financial years ending FY 25-26. • INR 2 Cr to<INR 3 Cr– 30marks • INR 3 Cr to<INR 4 Cr– 35 marks • INR 4 Cr and above – 40 marks	**40**	Certificate from statutory auditor/audited financial statements for previous five Financial years.
2	**Technical Strength**	**60**	
2.1	Number of Event Management Projects in any Government Department / PSUs (State or Central) – executed either directly with them or through federations such as FICCI, CII, ASSOCHAM etc.for such government departments or PSUs/corporates (SEBI listed only) with minimum **3 projects having work order value not less than INR 60 lakhs for each project.** • 3projects–50marks • 2.5 marks for each additional projects up to maximum 60 marks Please note, relevant projects in any Government Department / PSUs (State or Central) Projects to be considered for evaluation of event management are as follows: • Sports Events • Award Ceremonies • Business Summits/Conferences /Seminars • Youth Services Events • Social & Cultural Events	**60**	Work Order/LOA (Contract Value & Scope of Work to be mentioned &Completion Certificate) / Certificate from Statutory Auditor
Total Marks		**100**	
Qualifying Marks		**80 and above**	

H. Terms of Reference

1. Project Background

The Academy of Tribal Languages & Culture (ATLC) Bhubaneswar is an autonomous body under the ST & SC Development, M & BC Welfare Department, Government of Odish. It is focused on preserving and promoting the languages and culture of Odisha's tribal communities through language documentation, educational resources and research. Sargiful is an annual festival organized by ATLC on behalf of the administrative department to celebrate the creativity and talents of tribal students across the state. Held in December, this festival provides students with a platform to showcase their artistic and cultural achievements and includes an annual publication highlighting their work. Every year, around 1,200 students from SSD Department-run schools participate in this event.

Intents of Specification:

ATLC intends to organize Students Festival Sargiful-2026 from **18th – 20th December, 2026** at Adivasi Exhibition Ground, Unit-I, Bhubaneswar. In order to organize the Mega programme, ATLC requires an efficient Event Management agency to provide all services detailed herein after through its expertise in event management work.

2. Objective

The objective of this RFP is to engage an Event Management Agency (EMA) to manage & operate all event related activities for the State Level Students Festival **SARGIFUL-2026** is scheduled to take place at Adivasi Exhibition Ground, Unit-1, Bhubaneswar.

3. Scope of Services

The Scope of Work of the Event Management Agency shall include creative designing, printing, installation, and removal of all the branding and event management elements.

3.1 The scope of work with the requirement of different items mentioned below is only indicative and not exhaustive. The requirement of various items may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of ATLC, under the ST & SC Development M & BCW Department, Govt. of Odisha.

3.2 Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of ATLC, under the ST & SC Development M & BCW Department, Govt. of Odisha.

3.3 Some of the BOQ items may be installed one time prior or during the event, however, they should be available for entire duration of the event as per schedule.

3.4 The detailed requirements are mentioned in BOQ.

The below Scope of work is indicative in nature and may increase or decrease at a later stage. All the branding and event management elements need to be in line with schedule of the event at Adivasi Exhibition Ground, Unit-1, Bhubaneswar, Odisha. The payment shall be made based on actual utilization of various BOQ items mentioned **in ANNEXURE - IX, are details at ANNEXURE- IX A and other details as table below.**

SCOPE OF WORK

The Event Management Agency should provide the following Services

Sl. No.	Works to be done	Particulars	Remarks
A	Publicity	1. Development of theme-based design for stalls, stage, gates, coordination cell, facia and ground layout. 2. Concept & Design Development of Advertisement Materials: Hoarding/ Standy/Selfie Point/ cutouts/ hot air balloons and Way Boards etc. 3. Public announcement system in the event.	Detailed Plan with Design of the said work is to be presented during Technical Presentation.
B	Cleaning & Sanitation works	Pre & Post Ground Cleaning Daily Cleaning & Sanitation during the event /Daily Garbage lifting.	
C	Security Services & Surveillance	Providing Private Security Service at Event Venue & Accommodation Places of the participants during the event. Providing CCTV & LED during the event.	
D	Fire Safety Measures	Sufficient Fire Extinguishers to be put at different segments/stalls of the Mela towards fire safety measures along with technical person to handle the device.	
E	Cultural Programme	Providing light, sound system and floral decoration during the cultural programme.	
F	Audio video documentation	Photography, Videography for 3 days Short videos (2-3 minutes) and documentary (5-8 minutes) covering all activities of the event.	
G	Coordination	To Co-ordinate with line departments like BMC, Fire, Police, Electricity etc for necessary permissions.	

The Event Management Agency shall bear all, and any cost associated with the aforementioned scope including but not limited to:

- All Preliminary overheads, profits and expenses (including all photocopying and drawing supply).
- All necessary Statutory permissions including but not limited to those required for structural safety, fire, electricity, sound (including music licenses) shall be obtained by EMA.
- Replacement of any damaged branding installation.
- Overtime, Penalty rates, Site allowances and permit rates.
- Shipping charges.
- Mobilization and repatriation of staff.
- Management and administrative costs.
- Rental of local equipment and store/yard.
- Material handling charges.
- Transportation charges.
- Labor/Specialized and Trained manpower charges.
- Local material transfer charges.
- Accommodation charges.
- Cost of hardware/structure or equipment used for installation/maintenance and de-installation.
- For all the materials the following shall be ensured by EMA

- **Quality** - The respondents are required to provide the branding Items of same or better quality than that provided in the Technical Specification as specified in RFP. The Event Management Agency shall for all the items adhere to the best quality brands and latest International Standards and as per the approved samples. The Items should have relevant standard certifications wherever applicable.

  In case the quality of the respondents is found to be below par, they shall be rejected, and their performance security may be forfeited at the discretion of the Organizing Committee/ ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha.

- **Advance Samples** - Event Management Agency may be required to submit and / or put samples of required branding Items and materials during their technical bids and at any stage at the location to be specified by ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha for the approval of Organizing Committee. These samples shall be of the same or better quality as specified in the technical specifications as specified in RFP.

Any discrepancy found in the samples to be rectified to the satisfaction of ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha within the time specified for installation. The Event Management Agency shall be required to adhere to that or better quality/standards as per the requirement of ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha.

I. List of Annexures

Sl. No	Description	Annexure	Submission
1.	Format of Pre-Bid Queries	Annexure-I	For Pre-Bid Queries
2.	Tender Submission Letter	Annexure-II	Technical Proposal
3.	Bidder's Authorization Certificate	Annexure-III	
4.	Performa for Affidavit	Annexure-IV	
5.	Information on Bidder's Organization	Annexure-V	
6.	Format for Financial Capacity	Annexure-VI	
7.	Power of Attorney	Annexure–VII	
8.	Relevant Experience & Approach and Methodology	Annexure–VIII	
9.	Financial Proposal	Annexure - IX/ IX- A	To be Submitted by the Bidder
10.	Draft form of Contract	Annexure-X	To be Submitted by the Bidder

Annexure - I : Format of Pre-Bid Queries

To

Member Secretary,
Academy of Tribal Languages & Culture(ATLC)
Adivasi Exhibition Ground, Unit 1,
Bhubaneswar, Odisha 751009

Sub: Engagement of Event Management Agency for State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009.

Ref: RFP No. _____/ATLC, Dated. _____2026

Dear Sir,

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

Sl.No.	Clause No. and Page reference	RFP Text	Query
1			
2			
…			
…			
…			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-II: Tender Submission Letter

To
Member Secretary,
Academy of Tribal Languages & Culture(ATLC)
Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009

Sub: Engagement of Event Management Agency for State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009.

Ref: **RFP No. _____/ATLC, Dated. _____2026**

I/ We, the undersigned, offer to provide the above services to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. We are hereby submitting our bid.

I/We, here by declare that:

(a) We are enclosing and submitting herewith our Bid,with the details as per the requirements of the tender, for your evaluation and consideration.
(b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
(c) The bid is unconditional.
(d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
(e) We shall make available to Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
(f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha and us subject to the modifications, as may be mutually agreed to, between Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha and us.
(g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We under stand that Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha is not bound to accept any tender that Academy of Tribal Languages & Culture(ATLC)under the ST & SC Development M & BCW Department, Govt. of Odisha receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-III: Bidder's Authorization Certificate

To

Member Secretary,
Academy of Tribal Languages & Culture (ATLC)
Adivasi Exhibition Ground, Unit 1,
Bhubaneswar, Odisha 751009

Sub: Engagement of Event Management Agency for State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit 1, Bhubaneswar, Odisha 751009.

Ref: RFP No. _____/ATLC, Dated. _____ 2026

Dear

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No__dated. He/She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

NameoftheBidder:-

Authorized Signatory: - Verified

Signature:

Seal of the Organization: -

Date: -

Place:-

Note: Please attach the valid power of attorney in favor of the person signing this authorization letter

Annexure-IV: Proforma for Affidavit

(on non-judicial stamp paper of Rs.100/-)

I _____Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that our firm M/s.has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last ten years reckoned from the date of invitation of Bid.

……

Name of the Bidder

……..

Signature of the Authorized Signatory

……..

Name of the Authorized Signatory

Place: _____Date:_____

Annexure-V: Information on Bidder's Organization

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No.(Copy of certificate to be submitted)	
6.	Permanent Account No.(PAN)(Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No.(with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

……
Name of the Bidder

……
Signature of the Authorized Signatory

……
Name of the Authorized Signatory

Place: _____Date:_____

Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN

Annexure- VI: Form at for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2021-22	
2022-23	
2023-24	
2024-25	
2025-26	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

Annexure-VII : Power of Attorney

(To be executed on INR 100 non-judicial stamp paper and to be duly notarized)

Know all men by these presents, We, …… (Name of Firm and address of the registered office) do here by constitute, nominate, appoint and authorize Mr/Ms ……son/ daughter/ wife and presently residing at…… , who is presently employed with/ retained by us and holding the position of …….. as our true and lawful attorney (herein after referred to as the "Authorized Representative" 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 Engagement of Engagement of Event Management Agency For conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit-1, Bhubaneswar. Project proposed to be developed by (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award there of to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For .....

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized

Accepted.....

(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure VIII : Relevant Experience & Approach and Methodology

Relevant Experience in Similar Assignments

Assignment Name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, cover age and relevance to this project :	

Note:

1. Use Separate Sheet for each Assignment
2. Supporting documents such as copies of documents as stipulated in the Eligibility Criteria to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Annexure - IX : Financial Proposal (BOQ)

The below mentioned numbers in terms of quantity are estimated requirements and shall be used for the effective execution of the assignment. ATLC reserves the right to add or delete line-items as indicated in the table below while placing the Work Order. Per Unit rate as quoted by the bidders hall remain valid for the term of contract. The Department reserves the right to disqualify any bid that is determined to contain rates or pricing that is exceptionally low in relation to the scope, complexity, and requirements of the project, and which raises concerns regarding the bidder's ability to fulfill contractual obligations satisfactorily.

Additional Items (BOQ)

The items specified under the category of **Additional Items** shall not be quoted or included during the bid submission. Bidders are strictly prohibited from providing any financial quotation for such items at the time of bid submission. In the event that ACADEMY OF TRIBAL LANGUAGES & CULTURE (ATLC) requires any of the Additional Items to be procured or executed, the successful bidder shall be separately requested to submit a cost proposal for the same as per requirement. Such cost proposals hall be subject to negotiation and approval by ATLC and will in no manner influence or alter the evaluation of the original bid.

Notes:

1) Basic rates are per unit.
2) The basic and total rate is inclusive of supply, warranty, and maintenance charges.
3) Rates are exclusive of all statutory taxes.
4) The applicable rates are valid for a period of 12 months from the date of award.
5) The above quantity of the items is indicative and may be increased or decreased as per actual requirement of Academy of Tribal Languages & Culture (ATLC).

In case the preferred bidder is unable to supply the agreed quantity of items, as per specifications and/or within stipulated time ATLC reserves the right to negotiate with the next preferable bidder for supply of some of the items. Also, bidders must ensure that the costs are exclusive of the services available with ATLC.

• All work should be carried out in consultation with designated committee of ATLC.

Note:

a) GST as applicable on date shall be paid extra by ATLC on submission of documentary proof at the time of submission of invoices.
b) No conditions should be attached to the price proposal.
c) The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.

Signature of the Agency:
Address:
Date:

FINANCIAL PROPOSAL (BOQ)

COVERING LETTER

(In Bidder's Letter Head)

Place:
Date:

To

The Member Secretary,
ATLC, Bhubaneswar

Sub: Submission of Financial Proposal for Event Management Services of Students Festival Sargiful-2026.

Sir,

I, the undersigned, offer to provide the Event Management Services for Sargiful- 2026 in accordance with your RFP No._____/ ATLC, Dated _____. Our Financial Proposal for Rs_____/-(in words_____) only is attached herewith. This amount is exclusive of the taxes applicable as per the GST Act. I do hereby undertake that in the event of acceptance of our BID, the services shall be provided as per the terms and conditions stipulated in the RFP document and subsequent executive instructions, if any.

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
1	Ground Preparation	The entire Event Place (Ground) is to be cleaned & leveled with machinery equipment before construction of works & at the closure of the event. The ground to be handed over to the authority within 5 days of the closure of the Mela.	Lumpsum			
2	Construction of pandal with Decoration.	• Sitting arrangement: 12000 Sqft. for 1500 students & teachers. tarpaulin water- proof roof coverage with bamboo and cloth structure in front of the stage for sitting of audience, full covering from top of the open pandal to steps, Brass sofa with white towel will be used for VIP Guests, separate zone for Press, pathway will be created for audience movement. All materials like sofa, carpet, lamp, flower etc. to be used for opening and closing ceremony. Provision of fire extinguisher with Technical man power. • The stage should be decorated by taking the tribal household materials as the concept for the event on the existing structure as per the approved design and specifications. Backdrop should be as per approved design and specification.	Lumpsum		1 No 1 No	
3	Hoardings	Hoardings are to be printed as per design and to be displayed at various places (in and around Bhubaneswar). Size (8'x 15')	Rate Sq. ft		10 Nos.	
		Standee (2.5' x 5')	Sq. ft.		15Nos.	
		Selfie Stand for students of Size 10' X 10' (Selfie Points in different places of event ground with Ply base walls, cloth covering & flower decoration) Designs of vendor to be approved.	10' X 10'		3 Nos	
		Hot Air Balloon (Diameter 30')			1 No	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
		Roll up Standee (3' × 6'ft)	Per Unit		2 Nos.	
		LED Standee (2'x 6')	Per Unit		2 No	
		Way boards for display inside the Exhibition Ground (4'x 2')	Sq. ft		25 Nos	
4	Light & Sound system for stage	Light – Light Mixture Par 1000 wt. Multi 20 Multi 10 Stoke Light Pulser Board & switch board Glove Light Blinder Light Sharpie light Goal Post Truss **Sound System: Bass Bin** High range top box (400 wt.) High range frequency box (Pee-Vay/JBL) HF Box P.V. (low range) Cordless microphone Cord microphone Sound Craft 24 Channel mixture 340 Amplifier Voice processor Stereo Deck Podium Microphone Standing box audience capturing Stage monitor box CD/DVD Player Center Fill & Delay sound speaker 125KVA Soundless Generator with fuel for 3 days (For amphitheater & adjacent areas) Tower Light	LS		1 30 4 4 2 4 10 12 8 1 unit 4 4 4 6 4 10 1 4 1 1 2 4 1 1 1 4 2	
5	Cleaning of the Pavilions/ Stalls	Cleaning of pandal and sitting place, pavilions/ stalls and the entire event area twice a day for four days. **a)** Cleaning and Sanitation of A.E.G. from 6 A.M. to 9.P.M. event place including all latrines and urinals (permanent & temporary), bath rooms and dining area inside AEG (10 sweepers in each shift). Cleaning & Sanitation of dining area, kitchen area, removal of waste materials of dining every day twice & putting bleaching powder twice, putting dustbins for waste materials etc. The pavilions, competition halls should be cleaned in evening after the closing of the workshops and every day before 7.00. A.M.	Rate per head per day		80 Sweepers	
		b) Construction of 60 temporary urinals (Male & Female separately) with all material like bamboo tati, sand etc and 20 of dustbins in Adivasi Exhibition Ground (Event Place) with illumination.	Rate per unit		60 Nos	
		c) Cleaning of 4 accommodation places including Toilets and urinals twice a day	Rate per head per day		4 Sweepers	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
6	Flower Decoration	Flower decoration of the stage, gates, flower bouquet (as per daily requirement). The flower decorations should be made on the opening and closing day. Bouquet requirements for Inaugural & Closing Day o White Lilly Bouquet- 4 Nos. x 2 o Orchid Bouquet – 4 Nos. x 2 o Mixed flower Bouquet- 10 Nos. x 3 days	Rate per unit		8 8 30	
7	Illumination & Decoration of Exhibition Ground	o LED Focus lights o Rice Light/colored LED lights (Blue & Green) o Spot Light o 125 KVA Soundless Generator with Fuel for 4 days (the stage light, sound system along with street light will run through generator during the cultural Programme including opening and closing ceremony.) (Entire ground is to be illuminated, light decoration of entire ground, all gates, buildings lighting of all parking places, road sides, other stall and accommodation area etc.)	Rate per unit		300 200000 (running ft) 300 01	
8	Demarcation of audience gallery and Supply of chairs, tables, mat, sofa, tea poy etc.	Demarcation of space for audience gallery (for 1500 audience) with bamboo structure & cloth ceiling, red carpeting and green matting: • Steel sofa set with towel • Tea Poy • Banquet chair • Plastic Chair with arm • Plastic Chair without arm For Control Room & other Help Desks: • Steel sofa with white towels • Tea Poy • 4ft x 4ft table (Iron /wooden) • Red Carpeting of pandal and VIP sitting area and other areas as per requirement.	Sq. ft Per Unit Per Unit Per Unit Sq. ft		6 sets 6 Nos 200 Nos 500 Nos 1500nos 6 sets 6 Nos. 10 2000 sq ft	
9	LED Screen & LED TV	Three numbers of LED Screens (HD Resolution) (8' x 6') to be installed at 3 conspicuous places in the event ground, where live stage performances can be viewed by the crowd moving within the mela. The placement of the screens would be in such a manner that the stage will not be directly visible from that point.	Rate per unit		3 Nos.	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
10	Gate- As per Theme (Theme to be suggested by the Agency)	a) Main Entrance Gates as per approved specification and design. b) Science Exhibition Gate - As per approved specification and design.	Rate per Unit Rate per Unit		2 2	
11	Construction Stalls for Science Exhibition. (as per approved design)	30 nos. of stalls, size- 10'x12'with 6" inch wooden platform with carpeting as per specification and design (Materials to be used: bamboo structure along with tarpaulin roof (water proof), wooden bottom frame with multi-color flex print & mounting, cloth walling 3 side & ceiling, front display table as per design, plug point 1 no. . LED Tube light 2 nos., 2 chairs in each stall etc.) Vacant area should be fully carpeted and proper lighting of exhibition areas, Provision of fire extinguisher & other facilities if as per requirement.	Rate per stall		30 nos	
12	Construction & decoration of Police, First Aid, etc.	The construction of the stalls should be as per the approved design. Each stall should have ceiling, walling, carpeting, with front drop at night (Ply base with table, chairs, Carpet, Drinking Water etc.). The wiring and light fittings with electronic tube light / CFL bulb / spot lights, maximum load up to 0.5 KW (each stall). The wiring should be done with new cable wires with proper insulation in joint places and should be executed by authorized Govt. approved contractor. Concealed electrical wiring is to be done. (as per approved design) Size: (10' x 20')	Rate per Unit		2 Nos.	
13	Fire Brigade	Fire brigade vehicle shed (25' x 15')	Per unit		1 no	
14	Construction and Decoration of Control & VIP Room (as per approved design)	Control room and VIP Room is to be setup with cloth ceiling walling with light fittings, Table, Chair, Sofa with all facilities, door and windows screen etc. (as per requirement).	Lumpsum		1 No	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
15	Drinking water provision	Mineral water bottle (approved) on the stage, event place and accommodation venues. Sufficient mineral water jars for use at night time at accommodation places (for 4 days) at 15 locations. Small water bottle (300 ml) in different event places. 4000 bottles to be supplied.	Per jar Per Bottle		200 Jar per day & 1000 bottle per day (4 days)	
16	Signage and walling in different sites to cover the gaps, programme schedules and way boards for the Programme	• Signage as per the approved design. The signage should be placed befitting to purpose. (8' X 6') • Walling made with hessian cloth/ mat finish flex of 8 ft.ht. with tribal painting in placed of the event area as per requirement. • Walling with flex branding outside the event ground boundary wall in between exit & entry gates (10 ft Height) as per approved design. • Event Schedule Board -6 Nos (8' X 12') • Green Carpeting of event ground as per requirement	Per Sq ft Per Sq. ft Per Sq. ft Per Sq. ft Per Sq. ft		20 Nos. 1000 Sq ft (approx.) 3000 Sq ft (approx.) 6 nos 180000 sq ft	
17	C.C.T.V. Camera	C.C.TV. Camera to be installed at conspicuous places in the Ground with surveillance system along with technical person to monitor. CCTV footage for 4 days to be submitted to the Client after the event.	Rate per unit		30 Nos. with 2 monitors	
18	Public Announcement System	PA system for announcement from control room and police camp.	Rate per unit		1 No	
19	Deployment of Security Guards	For smooth management of the function/ event, security guards required in 3 shifts. 16 guards in each shift for 4 days in AEG and two guard in each accommodation place each shift (from 6 A.M. to 2 P.M., 2 p.m. to 10 P.m. & 10 P.M. to 6. A.M. i.e. in shift basis for 05 days). Two Supervisors for each shift for 4 days. The trained security guards to be deployed for safety and security point of view as per requirement.	Rate per head per day		312- Guards 24- Supervisors	
20	Fire extinguishers & Fire-retardant solution spray	Sufficient Fire Extinguishers & Fire-retardant solution spray to be put at different segments/ stalls/ pavilions for proper fire safety measures along with technical person to handle the device.	Lumpsum		30 Nos. Fire Extinguishers & spray of Fire-retardant solution	
21	Ambulance and First-Aid Facilities	Minimum four private ambulances to be provided to eight accommodation places during night and all the ambulances will remain in event place during day time. One private doctor to be contacted to attend on emergency as and when required for 5 days.	Rate per unit		4 Nos.	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
22	Accommodation arrangements for participants	Mattress, bed sheet, pillow with cover and blankets- 1 set each as per requirement (1000 sets) to be supplied to all accommodation places, proper arrangement of beds (from 16th December to 21st December), supply of buckets & mugs (20 buckets and 20 mugs for 100 persons). Arrangements must be completed by 16th December, 2026 evening in all accommodation places with liquid mosquito repellent as per requirement & fumigation in event place and accommodation venues. For overall monitoring of all accommodation places, one qualified supervisor is to be deployed for coordination and qualitative arrangement.	Per Set		1000 sets	
23	Pavilion-As per theme & design (Theme to be suggested by the Agency)	Pavilion should be made as per approved design and theme based. Approved material to be used: Ply, bottom, wooden flooring 6-inch height, cloth ceiling, walling with ply fitting. The pavilion should have water proof tarpaulin roof, each pavilion will be partitioned in to 4 sections, and each section will accommodate around 30 children. (total 6 pavilions into 24 sections). Pavilions should be erected for the entire event. Each entry gate of the pavilion should have a signage. Each pavilion will be of 2500 sqft. and each section will be of 600 sqft. Approx. having 100 sqft. gap between sections (All materials like table, chairs, carpet, LCD TV/ projector, microphones, sound box, white board, black board, chair, table etc. should be supplied as and when required). Provision of Fire Extinguisher in each pavilion.	Per Unit		6 Nos	
24	Dinning Space & Kitchen Shed as per theme	Construction of dining hall with bamboo and tarpaulin structure, cloth ceiling & walling with sufficient space for dinning counters & well carpeted floor. The dining hall (100'×100') having two chambers with entry and exit gate separately for students and others, two counters at the entry gate for token checking. Long dining tables to be provided along the walling for dining of the students with fire extinguishers. Two spacious kitchen sheds should be constructed separately with fire proof materials. The kitchen shed should have fire extinguishing provision. Light arrangement for kitchen, store room. Regular cleaning of kitchen and store.	Lumpsum		1 No	
25	Competition stall-cum-Registration counter as per approved Theme & Design	a.) Construction of open samiana stage in big lawn for different competitions & for registration of participants along with required number of mats. These areas will be used for distribution of materials to students by event management agency (100' X 100').	Per Unit		01	

Sl. No.	Item / Activity	Specifications	Units	Rate per Unit	Quantity	Total Amount
26	Design and Printing of Invitation Cards, Identity Cards, Food Coupons and Certificates	Invitation Cards (500), Identity Cards for participants with lace (1600), certificates for winning & participating students (1300), and food coupons (5000) as per the approved specifications.	Rate per unit		Invitation- 500 I.Card- 1600 Certificate- 1300 Food Coupons- 5000	
27	Fumigation against Mosquitoes	Fumigation will be done every evening in the event venues and accommodation places (4 days).	Rate per Unit		01	
28	Audio video documentation by professionals	• Photography for 3 days (same day delivery) • Videography for 3 days with 2 sets of HD Camera • Glimpses of Sargiful (Video documentary) from 2010 onwards- Script writing, Voice over in Odia, Editing with Background Music for 30 minutes to be submitted by 10.12.2026. • 1 treasure on 10.12.2026 • Short video (2-3 minutes) 4 Nos. • 3 outputs on the same evening of the event. • One documentary (5-8 minutes) covering all activities of the event. (after the event)	Lumpsum		01	
29	Character mascots	Different character mascots two on each day for 3 days.	Per Mascot		06 Mascots	
30	Kits for students	Customized Notebook (A4 size-200 pages), Pen, Pencil, Eraser, Pencil cutter, long scale of reputed brand.	Per kit		1250 kit	
31	Kits for media personnel and judges	Printed paper folder, pen, customized note pad (A5-40 pages)	Per kit		500	
32	Anchoring of the event	Inaugural & Closing ceremony	Per Person		01	
	Total-					
		(Total in words)				

Note: The quoted price must be exclusive of taxes.

Seal and Signature of the Bidder

Annexure -X : Draft Form of Contract

CONTRACT

for

Engagement of Event Management Agency For conducting the State Level Students Festival SARGIFUL-2026 at Adivasi Exhibition Ground, Unit-1, Bhubaneswar-751009 from 18th December to 20th December, 2026.

Between

Academy of Tribal Languages & Culture(ATLC) under the ST & SC

Development M & BCW Department, Govt. of Odisha

and

XXXXXX

Dated: XX XXXXX 2026

Sl.No	Contents
I.	**Contract**
II.	**General Conditions of Contract**
1.	**General Provisions**
2.	**Commencement, Completion, Modification and Termination of Contract**
3.	**Contract Obligations of the Agency**
4.	**Agency**
5.	**Obligations of the Employer**
6.	**Payments to the Agency**
7.	**Fairness and Good Faith**
8.	**Settlement of Disputes**
9.	**Liquidated Damages**
10.	**Miscellaneous Provisions**
III.	**Special Conditions of Contract**
	Appendix A–BOQ

I. Contract

This CONTRACT (herein after called the "Contract") is made on XXXXXX 2026, between Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha (herein after called the "Employer"), of the First Part and, XXXXXXXXXXXXXX (herein after called the "Agency") of the Second Part.

WHEREAS

a) The Agency..... , having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract.

b) The "Employer" has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HERE BY AGREED between the parties as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

   a) The General Conditions of Contract.
   b) The Special Conditions of Contract.
   c) The following Appendices/Annexures :

   Appendix - A : BOQ

2. The mutual rights and obligations of the "Employer" and the Agency shall be asset forth in the Contract, in particular:
   a) The Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
   b) The "Employer" shall make payments to the Agency in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha. Designation.	For and on behalf of XXXXXXXXXXXXXXX Designation.
Witness 1.	Witness 1.

II. General Conditions of Contract

1. General Provisions

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.

(b) "EMA" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.

(c) "Contract" means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes in to force and effect pursuant to Clause GC 2.1.

(f) "Foreign Currency" means any currency other than the currency of the "Employer's country.

(g) "GC"means these General Conditions of Contract.

(h) "Government" means the under ST & SC Development M & BCW Department, Govt. of Odisha

(i) "Local Currency" means Indian Rupees.

(j) "Party" means the "Employer" or the EMA, as the case may be, and "Parties" means both of them.

(k) "Personnel" means professional services provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

(l) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(m) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.

(n) "Services" means the work to be performed by the EMA. pursuant to this Contract, as described in Appendix A hereto.

(o) "Sub-EMAs"means any person or entity to whom/ which the Agency subcontracts any part of the Services, with the approval of the Employer.

(p) "Third Party" means any person or entity other than the"Employer", or the EMA

(q) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the EMA. The EMA, subject to this Contract, has complete charge of Personnel and Sub-

Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Agency as its Limited Agent.

Save and except for the "Limited Agency" created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency Personnel and other Third Party engaged to per form Services under this Agreement are not the employees of Employer.

1.3. **Law Governing Contract**: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. **Headings** : The headings shall not limit, alter or affect the meaning of this Contract.

1.5. **Notices**

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. **Location**: The Services shall be performed in Odisha and where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7. **Authorized Representatives**: Any action required or permitted to be taken, andany document required or permitted to be executed under this Contract by the "Employer" or the Agency may be taken or executed by the officials specified in the SC.

1.8. **Taxes and Duties**: The EMA, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. **Fraud and Corruption**

1.9.1. **Definitions**: It is the Employer's policy to require that Employer as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt Practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the

Selection process or in contract execution;

(ii) "fraudulent Practice" means a misrepresentation or omission of facts in orderto influence a selection process or the execution of a contract;

(iii) "collusive Practices" means a scheme or arrangement between two or more EMA, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.9.2. Measures to be taken by the Employer

a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

b) The Employer may also issue sanction against the EMA, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer- financed contract.

1.9.3. Commissions and Fees

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commissionagentswithrespecttotheselectionprocessorexecutionofthecontract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, completion, modification, and termination of contract

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Agency instructing the Agency "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective : If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the EMA declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect there to.

2.3 Commencement of Services : The Agency shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 ModificationsorVariations:

a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances,and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the powerof the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-EMA or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract : The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 MeasurestobeTaken

a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended fora period equal to the time during which Such Party was unable to perform such action as are sult of Force Majeure.

d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the EMA, upon instructions by the "Employer", shall either:

(i) demobilize, or

(ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

2.8 Suspension

The "Employer" may, by written notice of suspension to the EMA, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the "Employer".

2.9 Termination

2.9.1.1 The "Employer" may terminate this Contract in case of the occurrence of any of the events specified below of this Clause.

a) I the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 here in above.

b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

c) If the EMA, on due investigation and in the judgement of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

d) If the Agency submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

f) If the Agency fails to provide the quality services as envisaged under this contract, The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.

g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the"Employer"shall give a not less than fifteen (15) days' written notice of termination to the EMA

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,

(i) the EMA's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the EMA:

a) If the Contract is terminated pursuant to Clause 2.9.1.1, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;

b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The EMA.will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the EMA

3.1 General

3.1.1 **Standard of Performance:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always

act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub- EMAs or Third Parties.

3.2 **Conflict of Interests**: The Agency shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency only payment in connection with this Contract and, subject to Clause GC hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-EMAs, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the EMA, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods,works or services, the Agency shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 EMA and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the EMA, as well as any Sub-EMAs and any entity affiliated with such Sub-EMAs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the EMA's Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub-EMAs and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality:** Except with the prior written consent of the "Employer", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.1 **Intellectual Property Rights:** The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services

(but not any information pertaining to Academy of Tribal Languages & Culture (ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha reflected in them).

3.4.1 Liability of the EMA: Subject to additional provisions, if any, set forth in the SC, the EMAs' liability under this contract shall be provided by the Applicable Law.

3.4.2 Insurance to be Taken out by the EMA: The Agency (i) shall take out and maintain ,and shall cause any Sub-EMAs to take out and maintain insurance, at their (or the Sub-EMAs', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained andthat the current premiums therefore have been paid.

3.4.3 Accounting, Inspection and Auditing:

EMA agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the EMA/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to EMA, Employer or its authorized representatives will be entitled to have such Records examined during EMA's normal business hours.

Under no circumstances will Employer have access to EMA's general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or time cards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client's records or regarding any other client audit.

3.4.4 EMA's Actions Requiring "Employer's Prior Approval: The Agency shall obtain the "Employer's prior approval in writing before taking the below action.

- Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha.
- Any change or addition to the Personnel listed in Annexure-X

3.4.5 Subcontracts: The Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub-EMAs are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.5 **Reporting Obligations:** The Agency shall submit to the "Employer" the photographs of each line item executed from the BOQ at all locations and along with duration of the installation for the purpose of approval and audit. Final reports shall be delivered in external hard disk in addition to the hard copy.

3.6 **Documents Prepared by the Agency to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Agency may retaina copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.7 **Equipment, Vehicles and Materials Furnished by the "Employer's** Equipment, vehicles and materials made available to the Agency by the"Employer", or purchased by the Agency wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the EMA, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.8 **Equipment and Materials Provided by the EMAs :** Equipment or materials brought into the Government's country by the Agency and the Personnel and used either for the Project or personal use shall EMA in the property of the Agency or the Personnel concerned, as applicable.

4. Agency

4.1 **General :** The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 **Description of Personnel:**

(a) The title, agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the EMA's Key Personnel are as per the EMA's proposal.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix A may be made by the Agency by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of

engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix A may be increased by a separate agreement in writing between the "Employer" and the EMA. In case where payments under this Contract exceed the ceilings set for thin Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 **Approval of Personnel :** The Key Personnel and Sub-EMAs listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs).

4.4 **Project Director:** If required by the SC, the Agency shall ensure that at all times during the EMA's performance of the Services a Project Director, acceptable to the "Employer", shall take charge of the performance of such Services.

5. Obligations of the "Employer"

5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

a) Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.

b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

c) Provide to the Agency any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties :** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.

5.3 **Payment:** In consideration of the Services performed by the Agency under this Contract, the "Employer" shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payments to the EMA

6.1 Total Cost of the Services

(a) The total cost of the Services payable is as per the EMA's proposal to the Employer and as negotiated thereafter.

6.2 Currency of Payment : All payments shall be made in Indian Rupees.

Terms of Payment :

The payment will be made after completion of work and submission of final bill and due verification by the competent authority(s).

6.3 The requirement of various items may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of ATLC under the ST & SC Development M & BCW Department, Govt. of Odisha.

6.4 EMA has to ensure that any additional work done by the Agency has to be approved by Academy of Tribal Languages & Culture(ATLC) under the ST & SC Development M & BCW Department, Govt. of Odisha in writing, otherwise, it will not be considered for payments.

6.5 All billed items are to be signed off by respective Head from State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. Fairness and good faith

7.1 **Good Faith :** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8. Settlement of Disputes

8.1 **Amicable Settlement**: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration** : In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the EMA, which has not been settled amicably, any party can refer the dispute for Arbitration under The 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 Employer and the EMA, 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 Member Secretary, ATLC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the EMA. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated damages and penalties

9.1. The Agency hereby agrees that due to negligence of act of the EMA, if the "Employer" suffers losses, damages the quantification of which may be difficult, and hence the amount specified here under shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3. The liquidated damages shall also be applicable under following circumstances:

9.3.1. If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services.

9.3.2. If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services.

9.4. Not with standing anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or other wise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. Miscellaneous provisions:

1) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
2) The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
3) Each member/constituent of the EMA, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
4) The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
5) The Agency shall at all times indemnify and keep indemnified the Employer

against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the EMA's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the EMA.

6) The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the EMA, in respect of wages, salaries, remuneration, compensation or the like.
7) All claims regarding indemnity shall survive the termination or expiry of the Contract.
8) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (EMA) for any engagement, service or employment in any capacity in any office or establishment of the Employer.

SpecialConditionsofContract

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are Employer :……. Attention :…… EMA :…… Attention : ……. Telephone :……. Email :…….
2	1.8	The Authorized Representatives are: For the Employer:…… For the EMA:…..
3	2.3	Commencement of Services:…….
4	2.4	The time period shall be**……**
5	3.4.1	Limitation of the EMAs' Liability towards the "Employer" In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency under this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.
7	6.3	The accounts are; For local currency Receiving Bank : … Account No. : … IFSC/RTGS Code:.. MICR Code :.. Beneficiary Name :… Beneficiary Address :…
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.

Appendix A–BOQ

Additional Items (BOQ)