



Request for Proposal  
for  
Appointment of an Agency for Installation and Operation of  
Fun Fair at Taj Mahotsav-2025 at Shilpgram, Agra

***(February 2025)***

Issued by:

Office of Secretary

Taj Mahotsav Samiti

64, Taj Road, Agra-282001, Uttar Pradesh

## Disclaimer

This tender document for “Appointment of an agency for preparation and installation of fun fair at Taj Mahotsav in Agra” contains brief information about the scope of work and selection process for the Successful Bidder/Applicant/Agency (or “Company”). The purpose of the tender document is to provide the Bidder with information to assist the formulation of their application (“the Application”). The services related to provision of organization of fun fair envisaged by the Taj Mahotsav Samiti will further be known as “the Project”.

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

Taj Mahotsav Samiti, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

Taj Mahotsav Samiti (Taj Mahotsav Samiti) reserves the right to accept or reject any or all applications without giving any reasons thereof. Taj Mahotsav Samiti will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this tender.

## Data Sheet

1	Name of the Bid	Appointment of an Agency for installation and operation of fun fair at Taj Mahotsav-2025 at Shilpgram, Agra
2	Bid Processing Fee	INR 5,000 + GST@18% i.e., 5,900/- (Five Thousand and Nine Hundred only) as per mentioned on the Portal (to be deposited in the account mentioned below through RTGS / NEFT or direct transfer – payment proofs to be submitted)
3	EMD	<p>INR 1,00,000/- (One Lakh Only) (to be deposited in the account mentioned below through RTGS / NEFT or direct transfer - payment proofs to be submitted)</p> <p><u>Note- Exemption from Re-submission of EMD</u></p> <p><i>Bidder who have already submitted the EMD for Tender Id: are exempted from re-submitted the EMD for this tender. Such bidder must provide valid proof of the prior EMD submission along with their technical bid document.</i></p>
4	Performance Security	INR 5,00,000/- (Five Lakh Only)
5	Name of the Taj Mahotsav Samiti's official for addressing queries and clarifications	<p>Office of Secretary, Taj Mahotsav Samiti, UP Tourism, 64, Taj Road, Agra-282001 Contact: +91-562-2226431/ 2233056, 7989777560 E-mail: <a href="mailto:tajmahotsav.cultural@gmail.com">tajmahotsav.cultural@gmail.com</a> <a href="mailto:agrauptourism@gmail.com">agrauptourism@gmail.com</a> Website: <a href="http://www.tajmahotsav.org/">http://www.tajmahotsav.org/</a></p> <p><b>Email for Technical and Financial Submission:</b> <a href="mailto:uptd-agr@up.gov.in">uptd-agr@up.gov.in</a></p> <p><b>Note: Financial Quote has to be submitted as a Password locked PDF file.</b></p>
6	Payment Details	<p>Secretary, Taj Mahotsav Samiti Indian Overseas Bank, <b>A/C No. 1433010000006271</b> <b>IFSC – IOBA0001433</b></p>
7	Bid Validity Period	120 days
8	Bid Language	English
9	Bid Currency	INR
10	Schedule of Bidding Process	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date	10 <sup>th</sup> February 2025
	Bid Start Date	10 <sup>th</sup> February 2025 at 15:00 hrs.
	Bid End Date	12 <sup>th</sup> February 2025 at 15:00 hrs.



11	Consortium	Not allowed
12	Sub-contracting	Not allowed
13	Bid Opening Date	12 <sup>th</sup> February 2025 at 17:00 hrs.

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## 1. Section I: General Information

### 1.1 Project Background

The Taj Mahotsav Samiti stands as the driving force behind the iconic cultural celebration held in the historic city of Agra. Committed to preserving and showcasing the rich heritage of India, this esteemed committee orchestrates the annual Taj Mahotsav—a vibrant carnival of art, music, dance, and traditional crafts. With a dedicated focus on promoting cultural diversity and fostering a sense of national pride, the Taj Mahotsav Samiti plays a pivotal role in bringing together artists, artisans, and enthusiasts from across the country, creating a tapestry of cultural brilliance against the backdrop of the magnificent Taj Mahal.

In 2025, from 18<sup>th</sup> Feb to 02<sup>nd</sup> March 2025, the Taj Mahotsav Samiti, intends to organize the Taj Mahotsav for Indian and Foreign Tourists and citizens of Agra and surrounding region. The tentative theme of this year's carnival is Symphony of Sounds: Melodies Across the Nation / Digital Desi: Embracing Technology in Tradition/ Colours of India: A Kaleidoscope of Festivities / Heritage Odyssey: A Journey Through India's Past

Pertaining to the above celebration, the Taj Mahotsav Samiti is seeking to engage agencies for the preparation and installation of a fun fair at Taj Mahotsav Agra.

## 2. Section II: Terms of Reference

### 2.1. Event Brief

The spring season in the month of February in Agra is connotative of varied hues of jollification. The city of love is absorbed in extravaganza of art, craft, culture, cuisine, drama and music in the form of an enthusiastic and mesmerizing "Taj Mahotsav" and makes you experience the reverberating effect of the annual episode of the Taj Mahotsav. Taj Mahotsav holds a unique significance by being organized in the vicinity of Taj Mahal. This mega festival finds a prominent place in the calendar of annual events of Ministry of Tourism, Government of India.

This cultural bonanza was started in year 1992 and since then its grandeur has reached to greater heights. In the year 2025, we are celebrating the 35<sup>th</sup> year of this Mahotsav. This festival also figures in the calendar of events of the Department of Tourism, Government of India. Many Indian and foreign tourists coming to Agra join this festival. A 13 daylong event is organized at various places of Agra, having multiple events relating to arts & crafts, culture, cuisines, and fun fairs.

#### Arts & Crafts

Taj Mahotsav about 400 legendary artisans from different parts of the country get an opportunity to display their exquisite works of art.

#### Culture

Apart from the exquisite craft work you can experience the majestic and magnetic performances by artistes from every walk of life. The soul-stirring performances will engulf you to the extent of casting a spell.

#### Cuisines

Besides being the right destination for the arts & crafts, the Mahotsav is also a delight for the connoisseurs of good food as it is the ideal place to pamper the taste buds of the visitors with endless varieties of scrumptious dishes.

## Fun Fair

Funfair is the biggest attraction for children in the festival. It is a complete family entertainment which offers thrill and amusement for everyone. Teenagers and adults enjoy various rides and roller coaster while children are happy with small ride such as merry-go-round, Train-rides, and Ferris wheel. So have fun at Taj Mahotsav with your whole family.

To ensure seamless execution of the grand cultural celebration, leveraging their expertise in coordinating logistics, entertainment, and guest experiences, Taj Mahotsav Samiti, Agra, intends to engage an Event Management Company for designing, executing, operating & managing the Taj Mahotsav 2025.

The event is planned to be held in Agra on 18<sup>th</sup> February to 02<sup>nd</sup> March 2025. Locations for Taj Mahotsav are Shilp gram parking, Sadar Bazar, I love Agra selfie point, Fatehpur Sikri, Sur Sadan for all kind of events.

The location of the fun fair will be -

### 1) Shilpagram Parking

## 2.2. Scope of Services

The activities to be performed by the Selected Agency are encapsulated as following.

1. Make payment to the Taj Mahotsav Samiti as per the License Fee decided at the time of the bidding.
2. Setup, operate, maintain, and manage the amusement zone (fun fair) in the designated space.
3. Provide a sitting space for the group of people.
4. Ensure setting up of amusement zone (fun fair) does not damage any permanent structures in the Mela area.
5. If required, cooperate with the Taj Mahotsav Samiti, and shift the amusement zone (fun fair) to a designated location within a deadline given by the Taj Mahotsav Samiti Setup the amusement zone (fun fair) in the new location and empty the land, allotted through this RFP.
6. Cooperate with the Taj Mahotsav Samiti for any other requirements which shall be defined at the time of drafting of the License Agreement.
7. The indicative list of permissible activities in the amusement zone (fun fair) includes giant wheel, rocking chair, hip-hop ride, mini train, bumper car, maze, and kids' corner. The sale of snacks is also allowed. The Agency shall take approval from the Taj Mahotsav Samiti after submitting a report listing specific items which are to be sold.
8. The bidder is required to install swings/rides of national/international standards. Please refer Appendix 5 for indicative rides.
9. Bidder shall ensure the following in amusement zone (fun fair).
  - a. Adherence to proper safety norms such as Fire NOC etc.
  - b. Adequate number of Fire extinguishers,
  - c. No-smoking and No-alcohol signages,
  - d. Directional and safety signages,
  - e. Adequate number of security guards to manage crowd movement,
  - f. Sprinkling water to mitigate dust,
  - g. Proper space/circulation area to be provided for the ticket counter.

10. In any case, religious sentiments/ beliefs should not be hurt.
11. Alcohol and Non-vegetarian food/items are strictly prohibited in the amusement zone (fun fair) and mela premises.
12. The Taj Mahotsav Samiti reserved the right to inspect site at any point of time and if any issues/objectionable activities are observed, the Taj Mahotsav Samiti reserves the right to impose appropriate penal action.
13. Any deviation from the map/layout as mentioned in clause 2.3 or any directions given by the Taj Mahotsav Samiti, the Taj Mahotsav Samiti reserves the right to impose appropriate penal action.
14. The Bidder shall ensure that the food stall will be established at the designated location as mentioned in the map/layout, any deviation will lead to a penal action against the Bidder.
15. The Bidder shall strictly adhere to follow the layout/map, any deviation will lead to a penal action against the Bidder.
16. The Bidder shall maintain the aesthetic look and feel of the amusement zone (fun fair).

### 2.3. Project Particulars

The map and specification of the mela premises has been given below. The exact location of the amusement zone (fun fair) will be provided in the allotment letter/ License Agreement. The Bidder must establish the amusement zone (fun fair) as per the map given below or as per the directions given by the Tendering Taj Mahotsav Samiti.

#### Location – Shilpgram Parking



Figure 1 – Map of location 1 – Tentatively 0.5 Acre Site Area (Area for Fun Fair Zhula)





Figure 2 - Location 1 Site Photograph



Figure 3 - Location 1 Site Photograph



## 2.4. Special Conditions of the Contract

1. Before filling the tender, the agency must inspect the site. Swings should be installed as per the available land.
2. It is mandatory to obtain the safety certificate of the swings installed in the fair from the competent Taj Mahotsav Samiti by 15/02/2025 and submit it to the committee office before the swing starts in the fair premises.
3. Swings should be strong, new, and as per safe and security standards. Conditional offer will not be valid. The security amount will be accepted in the form of bank draft / Online Payment in the name of "Secretary, Taj Mahotsav Committee Agra". Cheques and other payment modes will not be accepted for the submission of this bid.
4. The place for swings is fixed in the premises of Taj Mahotsav itself. The allotment of tender is non-transferable.
5. The space allotted for swings will not be used for any other work and any illegal activity at the swing site will be completely prohibited.
6. The Bidder will have to attach a photocopy of the insurance certificate of his swings and will have to show the original document to the committee on the date of tender opening.
7. The swing owner/operator will have to obtain prior permission from the District Magistrate under Section 55 of the Uttar Pradesh Amod and Pankar Act 1979 and as per Rule 11 of "Uttar Pradesh Amod and Pankar Rules - 1981" and the obtained permission will be sent to the committee office. Will have to be made available.
8. Along with the technical bid, it is mandatory to upload the Payment receipt of earnest money of Rs. 1,00,000/- (Rupees one lakh only) and tender fee of Rs. 5900.00 (Rupees five thousand nine hundred only) including GST.
9. Financial bids will be opened only for the tenders that fulfill all the conditions of the technical bid and the work order will be issued to the Bidder with the maximum quoted amount.
10. Taj Mahotsav Samiti will not be responsible for fire/theft/accident, nor will the Mahotsav Samiti give any kind of compensation. The proponent/ swing owner will be responsible for any risk/accident due to the swings and will compensate/indemnify.
11. If any tax is payable on swing or other items, its payment will be payable by the concerned Agency himself.
12. The swings will be operated on their own electricity system and the power supply cable will be underground with earthing. The electrical safety certificate will have to be obtained from the competent level (Assistant Director, Electrical Safety, Agra) and presented to the Samiti before the inception of the fair. The swings will be operated through electric or gas-powered machines.
13. From the point of view of electrical safety, it will be necessary to install a fire extinguisher on each swing and the power supply of the swings will have a separate man switch on the main distribution board etc., will be established.
14. From the security point of view, no objection certificate will have to be obtained from the Executive Engineer, Public Works Department (Provincial Division), Agra and presented to the committee office before the start of the festival.
15. In case of any dispute, the decision of the Chairman, Taj Mahotsav Samiti will be final and universally accepted.
16. Fortune wheel/game of chance or gambling will be prohibited and the well of death in the swing/jeep/motorcycle/fire games are prohibited. It will be prohibited for the Bidder to set up any kind of shop in the Jhula premises.

17. The Bidder will have to deposit additional earnest money as per rules on the amount quoted by him.
18. In case of any dispute, the jurisdiction will be Agra.
19. The penalty in case of violation of the rules and conditions prescribed above. The imposition will be done by the festival committee.
20. The Taj Mahotsav Samiti intends to License out amusement zone (fun fair) (Shilpgram) in the Mahotsav premises for the duration of 18<sup>th</sup> Feb to 02<sup>nd</sup> March 2025 and extendable and invites bids for the same.
21. The License Fee will be as follows –

1	License Fee for 18 <sup>th</sup> Feb to 02 <sup>nd</sup> March 2025 period	Quoted Amount
2	License Fee for 03 <sup>rd</sup> March to 13 <sup>th</sup> March 2025 period	Pro-rata of Quoted Amount per day of extension, if applicable

## 2.5. Payment conditions

Submission of the payment will be as per the following schedule.

Installment 1:	At the point of Allotment Letter/ Work order	10% of the quoted amount
Installment 2:	By 5 <sup>th</sup> February 2025	50% of the quoted amount
Installment 3:	By 20 <sup>th</sup> February 2025	Remaining 40% of the quoted amount
<b>Total</b>		<b>100%</b>

The License Agreement will be valid till 02<sup>nd</sup> March 2025 post which, the land will have to be vacated by the Agency within a maximum of 7 days from the expiry of the license.

## 2.6. Review and Monitoring

The Taj Mahotsav Samiti or any authorized representative of the Taj Mahotsav Samiti will conduct regular inspection of the amusement zone (fun fair) and the Agency shall begin commercial operations only after approval from the Taj Mahotsav Samiti. They will inspect the key parameters including size of the amusement zone (fun fair), compliance to safety norms, number of fire extinguishers, no-smoking signages, directional signages, adequate number of dustbins etc.

## 2.7. Relocation

The Taj Mahotsav Samiti reserves the right to relocate the amusement zone (fun fair). The area of the amusement zone (fun fair) will remain the same, but the location may change.

## 2.8. Service Level Agreement

1. The Agency shall ensure that adequate measures are taken to prevent fire and comply with safety/environmental norms for each activity in the amusement zone (fun fair).
2. The Agency shall install no-smoking boards in the premise and mention the contact details of the administration/police on the same.

3. The Agency should undertake proper waste management with respect to their amusement zone (fun fair). The Agency will install dustbins at appropriate places around the booth and collect the waste.
4. Collection of waste around the area will be the responsibility of the Agency. Waste in this case includes but is not limited to used plates and cups, rotten fruits and vegetables, wrappers, and other waste.
5. The Agency shall not encroach upon any area outside the area allotted for the amusement zone (fun fair) as per the License Agreement.
6. The Agency is not allowed to sell any object or commodity in plastic covers. The sale of plastic items is forbidden in the Mela area.
7. The Agency shall ensure that loose wires, unused equipment's, spare parts are not left unattended in the amusement zone (fun fair).

### 2.9. Assistance by the Taj Mahotsav Samiti

The Taj Mahotsav Samiti shall not be obliged to provide any form of assistance to the Agency in case of the following.

- a) Natural disasters such as rains, storms, lighting floods, etc.
- b) Increase or decrease in the number of visitors to the booths than expected numbers.
- c) Any other harm that befalls the amusement zone (fun fair).

### 2.10. Eligibility Criteria

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

To be eligible for evaluation of its Application, the Bidder shall fulfil the following:

#### A. Mandatory Documents:

S.No	Format Corresponding to Technical Bid document	Set Standards
1.	Bid document fees	Mandatory
2.	Earnest Money Deposit (EMD)	Mandatory
3.	Character certificate of the tenderer (By the District Magistrate)	Mandatory
4.	Aadhar card of Bidder / Owner	Mandatory
5.	Registration certificate of company/PAN card in case of proprietorship	Mandatory
6.	Registration of GST, Registration Certificate, PAN (As Applicable)	Mandatory
7.	Annual Average turnover certificate issued by CA	Mandatory
8.	Labour Department Registration Certificate	Mandatory
9.	EPF, ESI Registration Certificate	Mandatory
10.	Satisfactory experience certificate of organizing two exhibitions / Fun fair	Mandatory
11.	No dues certificate from one of the departments to which the exhibition contract is allowed	Mandatory
12.	Experience certificate of working as a Category-A Agency by the Electricity Department	Mandatory
13.	Satisfactory certificate from the fire department for holding the exhibition	Mandatory

	Certificate: The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory Taj Mahotsav Samiti, or a public sector undertaking from participating in any project, and the bar exists as on the date of the Proposal. (Form 4)	Mandatory
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#### A. Technical Eligibility Criteria:

#	Eligibility criteria	Documentary proof to be submitted
1	The Bidder of the proposer/tender holder should have full experience of similar project of setting up swings in fairs (government festivals). At least 2 similar projects (fun fare, giant wheel, giant swings, and other related swings etc.) on a minimum 1 Acre site in India in the last 5 years preceding bid due date.	The Bidder should submit a work order/ allotment letter / completion certificate. Proofs with Project Photos.

#### B. Financial Eligibility Criteria:

#	Eligibility criteria	Documentary proof to be submitted
1	The Bidder must have a minimum annual turnover of INR 50 (Fifty) Lakhs for any 3 (three) consecutive financial years from the previous 4 (four) financial years, specifically for the financial years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.	Audited Balance Sheets along with Chartered Account Certificate as per form 2

### 2.11. Financial Evaluation

The Bidders shall send their financial bid via email on [uptd-agr@up.gov.in](mailto:uptd-agr@up.gov.in). It is mandatory to furnish the rate against description, failing which the proposal shall be liable to be rejected. A separate format (**ANNEXURE A**) of the financial bid format has also been published along with the RFP document. The same is to be used while sending the financial bid on the email address. The Financial Bid file must be password protected, and the password should be shared after the technical Bid Evaluation or when sought by the Taj Mahotsav Samiti/Client during the tendering process.

If there are any conditions attached to any financial bids which shall have a bearing on the total cost, the tender committee shall reject any such bids as non-responsive financial proposal. However, if the Tender Evaluation Committee feels it necessary to seek clarifications on any financial proposals regarding taxes, duties or any such matter, the Tender Evaluation Committee shall do so by inviting responses in writing.

1. Only Qualified Bidders as per technical evaluation as stated in Section 2.10 shall be eligible for Financial Evaluation. The Bidder shall be selected under the Highest Cost Basis (H1) with procedures described in this RFP.
2. Financial Tender will be evaluated based on the License Fee quoted by the Tenderers.

3. The Highest Quoted License Fee shall be declared as the reserve license fee.
4. The minimum quoted license fee for project is set at INR 25.00 (Twenty-five) Lakhs + GST for location (Shilpgram) for 18<sup>th</sup> Feb 2025 to 02<sup>nd</sup> March 2025. The additional cost per day shall be calculated by pro rata basis.
5. The Agency is responsible for calculating and adding the applicable Goods and Services Tax (GST) as per prevailing rates at the time of the Agreement. Payment must be made in Indian Rupees via electronic funds transfer.
6. The Agency agrees to comply with all tax regulations, including potential changes in GST rates and permits the Licensor to audit financial records for tax compliance.

## 2.12. General Terms and Conditions

1. Execution of the License Agreement
  - a. The Agency is required to execute the License Agreement and take the physical possession by 12/02/2025 or as date mentioned in LOI/ work order for completing the installation work before 17/02/2025.
2. Period of License
  - a. The period of License is until 03/03/2025 and extendable on mutual agreement.
3. License Fee
  - a. The Agency shall have to pay the License Fee upfront as per clause 2.11.4.
4. Construction of the Amusement zone (fun fair)
  - a. The Agency shall install a temporary structure after taking possession of the land from the Taj Mahotsav Samiti.
  - b. The Agency shall commence and complete installation within prescribed time limit from the due date of execution of License Agreement.
5. Maintenance
  - a. The Agency at his own expense will take permission for Fire Safety, sewerage, electricity, and water connections from the concerned departments of the Taj Mahotsav Samiti or from the competent Taj Mahotsav Samiti in this regard.
  - b. The Agency shall have to plan a maintenance program whereby the entire demised premises shall be kept:
    - i. At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.
    - ii. And to make available required facilities as well as to keep surroundings neat and clean, good, and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.
  - c. In case of non-compliance of these terms and conditions, and any directions of the Taj Mahotsav Samiti, the Taj Mahotsav Samiti shall have the right to impose penalty as the Authorized Officer of the Taj Mahotsav Samiti may consider just and/or expedient by explaining or recording the reasons.
  - d. The Agency shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
  - e. The Agency shall not display or exhibit any advertisement or placard, except which shall be constructed over the demised premises or at a place specified for the purpose by the Lessor.
  - f. All Agency would be required to have a display board indicating the list of activities and corresponding rates in the amusement zone (fun fair).

6. Misuse, Additions, Alterations, etc.

- a. The Agency / Agency shall not use the amusement zone (fun fair) for any purpose other than that for which it has been Licensed.
- b. In case of violation of the above conditions, the agency shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Taj Mahotsav Samiti.

7. Indemnity

- a. The Agency shall be wholly and solely responsible for the installation of the amusement zone (fun fair) and for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services.
- b. The Agency shall ensure appropriate safety of all the tourists/visitors visiting the amusement zone (fun fair) set up by the Bidder. The Bidder is also expected to take necessary insurance for any kind of loss which may occur during the execution of the License Agreement for the entire duration. The Bidder shall hold the Taj Mahotsav Samiti harmless of all acts and accident and indemnifies the Taj Mahotsav Samiti of any claims by any third parties.
- c. The structure will have to be temporary, and no permanent structure must be constructed at the amusement zone (fun fair). The Agency shall execute an indemnity bond, indemnifying the Taj Mahotsav Samiti against all disputes arising out of:
  - i. The non-completion of work
  - ii. The quality and validity of development, installation, operations, and maintenance.

8. Cancellation

- a. In addition to the other specific clauses relating to cancellation the Taj Mahotsav Samiti/ Lessor free to exercise its rights of cancellation of License/Allotment in the case of:
  - i. Allotment being obtained through misrepresentations/ suppression of material facts.
  - ii. Any violation of directions issued, or rules and regulations framed by the Pollution Control Board, Food Safety and Standards Taj Mahotsav Samiti of India (FSSAI) or by any other statutory body.
  - iii. Default on the part of the Bidder Agency/Agency for breach/violation of terms and conditions of registration Allotment/License and / or non-deposit of Allotment money/Acceptance money/ Instalment money.
- b. In the event of cancellation, the entire deposits till the date of cancellation shall be forfeited and possession of the amusement zone (fun fair) will be resumed by the Taj Mahotsav Samiti with structure thereon, if any, and the Agency/Agency will have no right to claim compensation thereof.

9. Other Clauses

- a. The Taj Mahotsav Samiti reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, License, as it finds expedient and such amendments, addition, deletion, and alterations shall be binding on the Agency/Agency.
- b. If due to unavoidable circumstances, the Taj Mahotsav Samiti is unable to allot the amusement zone (fun fair), the EMD deposited by Bidder would be refunded. However, no interest on the deposits will be paid to the Bidder.



- c. If due to any “Force majeure” or such circumstances beyond the Taj Mahotsav Samiti's control, the Taj Mahotsav Samiti is unable to make allotment or the possession of the allotted amusement zone (fun fair), entire registration money or the deposit, depending on the stage of allotment will be refunded without any interest.
- d. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / License, the decision of the authorized representative of the Taj Mahotsav Samiti shall be final and binding on the Agency.
- e. Any dispute between the Lessor and Agency shall be subject to the territorial jurisdiction of the High Court of Allahabad at Prayagraj.
- f. The allotment will be accepted by the Agency on “As is where is basis”. The Agency is advised to visit the site before submission of application form for allotment.
- g. Provisions related to the fire, safety, environmental clearance, NGT directives shall be observed by the Agency. Necessary approvals shall be obtained from the competent Taj Mahotsav Samiti by the Agency.
- h. The Agency shall not be allowed to assign or change his role, otherwise the License may be cancelled, and entire money deposited shall be forfeited.

### 3. Section III: Instructions to the Bidders

#### 3.1. General instructions

- i. A Bidder is eligible to submit only one Application for the Project.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Taj Mahotsav Samiti feedback, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing similar services, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the tender by paying a visit to the Taj Mahotsav Samiti and/or by sending written queries to the Taj Mahotsav Samiti.
- v. The Taj Mahotsav Samiti shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the Taj Mahotsav Samiti.
- vi. The Professional fee is inclusive of statutory taxes, duties, cess, and levies except GST which will be paid extra by the Taj Mahotsav Samiti at the rate applicable on the date of invoicing.

##### 3.1.1 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Taj Mahotsav Samiti will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

##### 3.1.2 Acknowledgement by Bidder

It shall be deemed that by submitting the tender, the Bidder has:

- ▶ made a complete and careful examination of the tender;
- ▶ received all relevant information requested from the Taj Mahotsav Samiti.
- ▶ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Taj Mahotsav samiti.
- ▶ satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
- ▶ acknowledged that it does not have a Conflict of Interest; and
- ▶ agreed to be bound by the undertaking provided by it under and in terms hereof.

### 3.1.3 Availability of Bid Document

This Bid document is available on the web <http://www.tajmahotsav.org/> to enable the Bidders to view, download the tender document and submit tenders online up to the last date and time mentioned in tenderder notice/ tender document.

### 3.1.4 Clarifications of tender

- i. During evaluation of tender, the Taj Mahotsav Samiti may, at its discretion, ask the Bidder for a clarification of his/her tender. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- iii. However, the Taj Mahotsav Samiti shall not entertain any correspondence from the Bidders during the period of tender opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 4.1.7 of this tender document under Fraud and Corrupt Practices.

### 3.1.5 Amendment of tender Document

- i. At any time prior to the deadline for submission of tender, the Taj Mahotsav Samiti may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective Bidder, modify the tender document by amendments. Such amendments shall be uploaded on the e-procurement website <http://www.tajmahotsav.org/> through corrigendum and form an integral part of tender document. The relevant clauses of the tender document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the web site <http://www.tajmahotsav.org/> from time to time for any amendment in the tender documents. In case of failure to get the amendments, if any, the Taj Mahotsav Samiti shall not be responsible for it.
- iii. To allow prospective tenders a reasonable time to take the amendment into account in preparing their tenders, the Taj Mahotsav Samiti, at the discretion, may extend the deadline for the submission of tenders. Such extensions shall be uploaded on the e-procurement website <http://www.tajmahotsav.org/> and Authorities website.

## 3.2. Preparation and submission of Bids

### 3.1.6 Language of tender

The tender prepared by the Bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Taj Mahotsav Samiti shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the tender.

### 3.1.7 Documents constituting the tender

The tender prepared by the Bidder shall comprise the following components:

- i. Technical tender – Technical Bid as per the prescribed format given in RFP.

### 3.1.8 Tender form

The Bidder shall complete the tender forms and the appropriate price schedule/BOQ furnished in the tender document.

### 3.1.9 Tender currency

Prices shall be quoted in Indian Rupees only.

### 3.1.10 Formats and signing of tender.

- i. The Bidder shall prepare one electronic copy of financial tender.
- ii. The tender document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.

### 3.1.11 Deadline for submission of Tender

Tender must be submitted by the Bidder at e-procurement website <http://www.tajmahotsav.org/> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Taj Mahotsav Samiti may, at its discretion, extend this deadline for submission of tender by amending the tender document, in which case all rights and obligations of the Taj Mahotsav Samiti and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 3.1.12 Submission of tender

- i. The bid submission by the Bidders to submit the Proposal in response to this RFP published by the Taj Mahotsav Samiti by email on [uptd-agr@up.gov.in](mailto:uptd-agr@up.gov.in). Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time.
- ii. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the tender. Bidders should start the bid submission process well in advance so that they can submit their tender in time.
- iii. Taj Mahotsav Samiti reserves the right to cancel any or all tenders without assigning any reason.

### 3.1.13 Late Tender

- i. Bids received by the Taj Mahotsav Samiti after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### 3.1.14 Withdrawal and resubmission of tender

- i. No Tender can be resubmitted subsequently after the deadline for submission of tenders.

### 3.1.15 Taj Mahotsav Samiti's right to accept any tender and to reject any or all tenders.

- i. Notwithstanding anything contained in this tender, the Taj Mahotsav Samiti reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- ii. The Taj Mahotsav Samiti reserves the right to reject any Bid if:

- At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by the Taj Mahotsav Samiti, the supplemental information sought by the Taj Mahotsav Samiti for evaluation of the Tender
  - Any financial quote / proposal submitted in the technical proposal unless mentioned in the RFP
- iii. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the tender have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Taj Mahotsav Samiti reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Taj Mahotsav Samiti, including annulment of the Selection Process.

#### 3.1.16 Period of validity of tender

- i. tender shall remain valid for 90 days after the date of tender opening prescribed by the Taj Mahotsav Samiti. An tender valid for a shorter period shall be rejected by the Taj Mahotsav Samiti as non-responsive.

#### 3.2 Earnest Money Deposit

- i. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the Data Sheet of this document.
- ii. Any tender not secured in accordance with above shall be treated as non-responsive and rejected by the Taj Mahotsav Samiti.
- iii. Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv. The successful Bidder's tender EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
- v. The EMD may be forfeited:
  - a) If Bidder (i) withdraws its tender during the period of tender validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its tender price during the period of tender validity specified by the Bidder on the form.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Taj Mahotsav Samiti.

#### 3.3 Opening and evaluation of Bids

##### 3.3.1 Opening of financial tender

- i. The financial tenders of technically qualified shortlisted Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be as specified in the data sheet. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.

##### 3.3.2 Correction of Errors

- i. Financial Bids determined to be responsive will be checked by the Taj Mahotsav Samiti for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial

Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

- ii. The amount stated in the Financial Bid will be adjusted by the Taj Mahotsav Samiti in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of tender, his tender will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.2v.

### 3.3.3 Method of Selection of Agency:

- i. The Financial Proposals shall be opened for all technically eligible Bidders.
- ii. Financial Proposals/Bids for all the technically qualified shortlisted Bidders will be ranked as H1, H2 and so forth.
- iii. The Bidder with the highest quoted License Fee (H1) shall be selected and his Bid finalized after negotiation, if required. H1 Bidder shall be awarded the contract.
- iv. The Evaluation Committee will correct any computational errors.

### 3.3.4 Contacting the Taj Mahotsav Samiti

- i. No Bidder shall contact the Taj Mahotsav Samiti on any matter relating to his/her tender, from the time of the tender opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Taj Mahotsav Samiti, he/she can do so in writing.
- ii. Any effort by a Bidder to influence the Taj Mahotsav Samiti in its decisions on tender evaluation, e- bid comparison or contract award may result in rejection of the Bidder's tender.
- iii. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from works and legal proceeding can also be initiated.

## 3.4 Award of Contract

### 3.4.1 Award Criteria

- i. The final Letter of Award (LoA) will be given to the Bidder with the highest quote License Fee (H1).

### 3.4.2 Notification of award

- i. Prior to the expiration of the period of tender validity, the Taj Mahotsav Samiti will notify the successful Bidder in writing, by letter/e-mail/fax, that its tender has been accepted.
- ii. The notification of award will constitute the formation of the contract.

### 3.4.3 Performance Security

- i. Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee or FDR drawn on any Nationalized Bank in favor of Taj Mahotsav Samiti valid for three months after completion of the Project.
- ii. Before the contract is awarded to the Bidder, an agreement will have to be signed by the agency at his cost on proper stamp paper.

#### 3.4.4 Signing of contract/agreement

- i. At the same time as the Taj Mahotsav Samiti notifies the successful Bidder that it's tender has been accepted, the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this tender. Any refusal will not be allowed.

#### 4. Appendix

Form 1: Letter of the Proposal (*On Bidder's letter head*)

(Date and Reference)

To,

Office of Secretary, Taj Mahotsav Samiti,  
UP Tourism,  
64, Taj Road, Agra-282001

Sub: Submission of proposal for Appointment of an Agency for installation and operation of fun fair at Taj Mahotsav at Agra 2025.

Dear Sir,

With reference to your tender Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our tender for \_\_\_\_\_ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Vendor for the aforesaid Project.

I/We shall make available to the Taj Mahotsav Samiti any additional information it may deem necessary or require for supplementing or authenticating the Bid.

I/We acknowledge the right of the Taj Mahotsav Samiti to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Taj Mahotsav Samiti or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Taj Mahotsav Samiti.
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 4.8 of the Tender document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Taj Mahotsav Samiti or any other public sector enterprise or any government, Central or State; and



- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Taj Mahotsav Samiti which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory Taj Mahotsav Samiti is pending either against us or against our Associates or against our CEO/Partners/Directors/Managers;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Taj Mahotsav Samiti in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied tender and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Taj Mahotsav Samiti or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the tender Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the tender Document.

Date:

Place:

Yours faithfully,

(Signature, name, and designation of the Authorized Signatory)

(Name and seal of the Bidder)



Form 2: Financial capacity of the Bidder (*on the letterhead of Bidder*)

Bidder provide with financial details about the Bidder along with necessary supporting documents. Audited financial statement from C.A. for the last three (3) years must be attached as proof to the response. Along with that Bidder provide financial information in the following format:

Year	Annual Turnover ( <i>in INR</i> )
2021 – 2022	
2022 – 2023	
2023 – 2024	

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email Address:



Form 3: Bidder's years of experience (on the letterhead of Bidder)

The Bidder should provide events details to have a minimum 5 years of work experience in successfully installation of giant wheel, giant swings, and other related swings etc., in any government sponsored fun fairs/ festivals.

List of events:

#	Event/ assignment Name:	Client Name:	Date of event	Credential reference Page No.

Years of experience in successfully installation and operation of fun fare, giant wheel and giant swings:

.....Years

Note: Attach necessary documentary evidence in support of the experience claimed.

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Contact No:

Email Address:



Form 4: Declaration Letter *(on the letterhead of Bidder)*

Declaration for not being barred by the Central Government, any State Government, a statutory Taj Mahotsav Samiti, or a public sector undertaking from participating in any project, and the bar subsists as on the date of the Proposal Submission.

Declaration Letter

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship *<Bidder delete whichever is not applicable>* intends to submit a proposal in response to “RFP for Appointment of an agency for preparation and installation of fun fair at Taj Mahotsav Agra”, we also declare that our Company / LLP / Partnership / Society / Proprietorship *<Bidder delete whichever is not applicable>* has not been blacklisted by any Central / State Government Department / Public Sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Submission.

Sincerely,

\_\_\_\_\_  
(Signature of the Authorized Person)

*(Board Resolution for the Nomination of Authorized Signatory to be submitted along with this form)*

Name:

Designation:

Contact No:

Email Address:



**Form 5: Financial Proposal (on the letterhead of Bidder)**

*(The Bidder will submit this form duly signed and stamped with all details other than the financial quote. The financial quote will be uploaded only on the excel format shared with this RFP on the mail id. No financial quote to be submitted in the technical bid, otherwise the bid will be summarily rejected.)*

[Location, Date]

To,

Office of Secretary, Taj Mahotsav Samiti,

UP Tourism,

64, Taj Road, Agra-282001

Sub: Financial Bid for "Appointment of an Agency for installation and operation of fun fair at Taj Mahotsav Agra

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your tender dated \_\_\_\_\_, and our Bid (Response to Financial Bid). Our attached Financial Bid is as per following table.

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder:

## 5. Appendix: Rides reference images



## 6. Annexure-1

Tender Inviting Authority: Office of Secretary, Taj Mahotsav Office, Agra

Name of Work: Request for Proposal for Appointment of an Agency for installation and operation of fun fair at Taj Mahotsav-2025, Shilpgram at Agra.

Contract No:

Name of the Bidder/ Bidding Firm / Company :				
<b>PRICE SCHEDULE</b>				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT (License fees excluding G ST) (Rate / Sqft) Rs. P	TOTAL AMOUNT In Words
1	2	7	12	13
1	License fee			
1.01	License fee for Request for Proposal for Appointment of an Agency for installation and operation of fun fair at Taj Mahotsav-2025, Shilpgram at Agra. (Bidder shall quote the license fee in rupees in accordance with Clause 2.11 of the RFP) The minimum quoted license fee for project is set at INR 25.00 (Twenty Five) Lakhs + GST for location (Shilpgram) GST should be paid extra by the vendor as per rates applicable at the time of payment.		0.000	INR Zero Only
Total in Figures			0.000	INR Zero Only
Quoted Rate in Words		<b>INR Zero Only</b>		