



GOVERNMENT OF ODISHA

**PROJECT DIRECTOR,
DISTRICT URBAN DEVELOPMENT AGENCY, PURI**

**Request for Proposal (RFP) For
“Selection of an Agency for Operation & Maintenance of
Public Recreation facilities and Infrastructure at Puri
Niladri Beach”**

Dated: 22.11.2019
Last Date for Submission: 07.12.2019

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1. Introduction

The Government of Odisha, in its endeavour to transform Puri into a vibrant tourist beach destination while preserving its spiritual essence as the sacred seat of Lord Jagannath, intends to enrich the beach tourism experience by means of systematic maintenance of a recreation zone at Puri's Niladri Beach Stretch adjacent to the designated Blue Flag stretch.

The stretch is approximately 500m long and has infrastructure such as a stone pavement and sitting blocks, besides an open air gymnasium (which will be installed), toilet complex and an open air theatre built with funding under the HRIDAY Scheme. Government of Odisha, through the office of the Project Director, District Urban Development Agency, Puri, intends to select a reputed Agency to operate and maintain the public recreation facilities and infrastructure in the designated area for a period of calendar year 2020, which may be extended subsequently as per the evaluation of the initiative by District Administration Puri. The overall supervision of the project will be under the Beach Management Committee (BMC) being notified by Govt. of Odisha.

In the course of calendar year 2020, the following set of facilities and activities is envisaged to be encouraged / added in the abovementioned zone:

- Beach games including Kids playing area/ entertainment zone
- Use of open Gymnasium facilities to be installed by District Administration.
- Game/ recreation zones for kids with kids play area, stage and kids activities
- Weekend events such as dance, drama, live music, stand-up comedy, and other performing arts and engaging demonstrations at the open air theatre
- Monthly Short Film Festivals at the Open Air Theatre
- Street Food Event
- Monthly mercantile eco-haat where artisans can sell their eco-friendly products while demonstrating their production
- Beach Shacks/ Gazebos across the Niladri beach stretch
- Water Sports

2. Scope of Work

- a. Maintenance of the infrastructure created including electrical fittings, water and sewerage network etc., landscaping of the HRIDAY project stretch*
- b. Operation of Toilet Bloc, Sanitation and Cleaning of Niladri Beach and proactive mechanisms for prevention of littering and waste management*
- c. Management of Life-guards and other safety requirements on the beach*
- d. Running a visitor help, grievance redress, complaints and lost property kiosk*
- e. Solid Waste Collection, Beach Cleaning and keeping the beach from any squatters, unauthorized hawkers etc. to provide an enjoyable experience to beach visitors*

Rental/ User Charge to be levied and collected

The Agency shall determine and administer the policy of levying and collecting rental and / or user charges pertaining to the recreation zone in consultation with PD, DUDA, Puri. The indicative rentals / charges are:

- User charges for the toilet complexes (at par with average prevailing rates of public Toilets in Puri)
- Penalties for littering, defacing and / or vandalization

Expected Service Levels

- The beach, park and entire water-facing stretch from Mayfair Waves to BankiMuhan must be clean without any garbage/ solid waste strewn on the beach, no accumulation of Liquid Waste/ Sewage in the stretch. Adequate manpower must be maintained by the Agency for periodic cleanliness of the beach. Full-fledged cleaning exercises should be conducted daily between Mid-night and 3 AM and between 12 Noon – 3 PM to ensure a clean beach during sunrise.
- The toilet blocks will be maintained to the highest sanitary standards, should be devoid of foul smell, should have adequate soap, toilet papers etc., with properly

maintained plumbing fittings. Adequate staff for continuous cleaning of the toilet blocks have to be maintained by the Agency.

- Adequate high mast lighting and other means of lighting will be installed under the HRIDAY Scheme so that no part of the stretch remains poorly lit/ dark. The Agency shall maintain the lighting systems installed for the stretch, and shall co-ordinate with CESU for the same.
- The Agency shall maintain adequate deployment of life guards with watch towers for safety of the beach visitors. The life guards must be well trained and certified in rescue operations. The Agency shall co-ordinate with DG Fire Services, Home Guard and Rescue for the same.

The Agency shall ensure that no anti-government or anti-state messaging is done in the zone, and shall report any such activity to the concerned law enforcement immediately. All third party engagements shall be subject to approval by District Urban Development Agency (DUDA) Puri.

The revenue generated from the rentals, user charges and penalties shall be collected and retained by Agency, which will be required to quote a viability gap (to be paid by DUDA)/ premium (to be paid to DUDA by the Agency) for carrying out the scope of work, basis its assessment of the market and potential at the location. The lowest financial bid will be awarded the work.

The bidder, while forming its proposals, shall accord due consideration to the likely rise in visitor footfalls and intensity of activities during weekends, public holidays and the peak tourist seasons.

Any violation of the above SLAs or overcharging by the Agency will result in penalty (to be decided by the BMC) and forfeiture of Performance Guarantee.

The Agency shall submit a quarterly report of activities undertaken and public feedback along with a section on recommendations for improvement.

3. Eligibility Criteria

To be eligible for financial bid opening, a bidder shall fulfil the following conditions of eligibility.

Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for financial bid opening.

GENERAL

- The bidder should be an entity incorporated/registered under the Companies Act or an equivalent law outside India, Partnership Firm registered under The Indian Partnership Act or an equivalent law outside India, a Limited Liability Partnership registered under the Limited Liability Partnership Act or an equivalent law outside India or a registered proprietary firm in India or outside. Appropriate documents supporting their status must be submitted along with the proposal.
- The bidder should be in operation in the field of O&M of public beaches/ tourist spots / public recreation spots or related activities such as solid waste & sanitation management and beach/ tourist spot/ area cleaning for at least 3 years preceding the date of the issue of this RFP. As proof, it shall provide correspondingly dated client work orders or documentary and visual evidence of such assignments.
- The bidder must have executed at least 1 similar assignment of project cost of minimum INR 20 lakh within the 3 years preceding the proposal due date.
- Corresponding client Work Order (is not the same as Letter of Intent / Letter of Appointment) / Agreement, Completion Certificate and visual evidence besides any other supporting document for each of the submitted experience credentials should be provided as part of the Technical Proposal.
- Financial eligibility: The bidder should have an annual average operating turnover of INR 75.00 Lakhs certified by chartered accountant during last 3 (three) financial years ending 31.03.2019.
- The applicant shall submit only one bid against the tender.

4. Evaluation Criteria

Only those Bidders who meet the minimum eligibility criteria shall qualify for financial bid opening. The lowest bidder (L1) will be the preferred bidder.

5. Number of Proposals

A bidder is eligible to submit only one proposal for this project.

6. Tender Document Fee

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favor of “Project Director, District Urban Development Agency, Puri” payable in Odisha for INR 10,000/- (Rupees Ten Thousand Only) is to be furnished by the bidder along with the Technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST of 18%.

7. Earnest Money Deposit (EMD)

EMD in shape of Demand Draft / Bank Guarantee (format provided in Annexure VII) from any scheduled commercial bank in favor of “Project Director, District Urban Development Agency, Puri” payable in Odisha for **INR 1,00,000/- (Rupees One Lakh only)** is to be furnished by the bidder along with the Technical proposal. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying with the authority is allowed. Unsuccessful bidder’s EMD will be discharged / returned within 30 days from the date of execution of the agreement between the Authority and the selected Agency. No interest will be paid on EMD. The EMD of the successful bidder shall be returned immediately execution of the contract agreement with the Authority. The EMD may be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of validity of the Bid
- b) In case of a successful bidder, if the bidder fails to execute the work assigned

8. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal.
A Proposal valid for a shorter period shall be rejected as non-responsive.

9. Currencies of Bid and Payment

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

10. Disputes

All legal disputes are subject to the jurisdiction of Courts in Odisha only.

11. Addendum / Corrigendum / Notice

Any Addendum / Corrigendum / Notice etc. for this assignment issued by the Authority will be hosted only on the website https://puri.nic.in/notice_category/tenders/

12. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Agency has:

- a) made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism
- b) received all relevant information requested from The Authority
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of the Authority;
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process,

including any error or mistake therein or in any information or data given by the the Authority.

13. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, the Authority reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

The Authority, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Agency does not submit sufficient information as being asked for

14. Pre-Proposal Meeting

Bidders requiring any clarification on the selection process may send their queries to the Authority via email prior to the Pre-Proposal Meeting.

The queries shall be sent before the pre-proposal meeting to **puriduda@gmail.com**

The **Pre-Proposal Meeting** will be held in the Conference Hall of Office of District Collector, Puri at the above mentioned time and date on the Cover page titled Schedule of Bidding Process. The authorized representative along with the letter of authorization shall be eligible to attend the pre-proposal meeting and technical/financial openings for the said project.

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by e-mail. However, the Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

15. Bid Schedule

S. No.	Description	Date
1	Issue of Advertisement & Uploading of EOI	22.11.2019
2	Last date of receiving Queries	26.11.2019
3	Site visit and Pre-proposal meeting at Conference Hall of Office of District Collector, Puri	30.11.2019 – 3 PM (IST)
4	Replies to the queries & issue of addendum, if any	Before 02.12.2019
5	Last Date of submission of Proposals	07.12.2019 – 5 PM(IST)
6	Opening & Evaluation of Technical Bid	10.12.2019 – 11 AM (IST)
7	Opening of Financial Bid	10.12.2019 – 03PM (IST)

16. Submission of Proposal - Packing, Sealing and Marking

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Part-A**- Technical Proposal as per the Format attached in the Annexures-I,II,III, IV,V,VI of this RFP
- **Part-B**- Properly sealed Financial Proposal in the specified format as per Annexure VII, VIII, IX and X of this RFP

The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

“Selection of an Agency for Operation & Maintenance of Public Recreation facilities and Infrastructure at Puri Niladri Beach”

Part-B:

Financial Proposal for

**“Selection of an Agency for Operation & Maintenance of Public Recreation facilities
and Infrastructure at Puri Niladri Beach”**

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

**“Selection of an Agency for Operation & Maintenance of Public Recreation facilities
and Infrastructure at Puri Niladri Beach”**

The **Bidder’s** Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the Authority at the following address:

To
The PD, DUDA, Office of DRDA, Puri.
Kachari Square, Puri, Odisha.
Email: - puriduda@gmail.com
Ph: 06752 222136

Note:

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then the Authority will assume no responsibility for the tender’s misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by the Authority to the eligible applicants. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

17. Documents to accompany the proposal:

PART – A (Technical Proposal)

The bidder must submit the following particulars/documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Applicant as per Annexures I and II, respectively.
- (b) Non-refundable Document Purchase Fee of INR. 5,000/- (Rupees Five Thousand Only) (including GST) in the form of Demand Draft payable in favor of “Project Director, District Urban Development Agency, Puri” payable in Odisha drawn on any scheduled commercial bank.
- (c) Refundable Earnest Money Deposit of INR. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft as Bid Security in favor of “Project Director, District Urban Development Agency, Puri” payable in Odisha drawn on any scheduled commercial bank.
- (d) The Agency shall submit their Agency Registration Certificate, Photocopy of PAN Card, GST Registration.
- (e) Annual Financial Statements for the last three Financial Years or a Certificate duly certified by Chartered Accountant indicating the Operating Annual Turnover for the mentioned years.
- (f) All the page of the tender document shall be initialed and sealed by the Agency at the lower left hand corner.
- (g) The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted.
- (h) Proof of work experience of similar nature (as mentioned in 4.1.a) in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure III.
- (i) The Agency failing to submit all the specified documents shall be summarily rejected.

PART – B (Financial Proposal)

The bidder must submit the Financial Proposal in the format provided in Annexure VI by quoting the percentage of the collected revenue from operations of this project that it would pay to the Authority under the revenue sharing mechanism.

18. Amendment / Modification

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

19. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

20. Bid Submission Due Date

Duly sealed proposal from the bidder filled in all respect must reach Authority at the address, time and date specified in the RFP through Speed / Regd. Post /Courier / in-person Delivery by Authorised Representative. If the specified date for the submission of proposal is declared as a holiday for the Authority, the proposal will be received up to the appointed time on the next working day.

21. Late Submission

Proposal received after the deadline for submission prescribed by the Authority will not be entertained and be rejected.

22. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by the Authority.

23. Bid Opening Date

The Authority will open all technical bids, in the presence of authorized representatives who choose to attend, at the date and time mentioned and in the following location:

**Project Director, DUDA, Office of DRDA,
Kachahari Square, Puri.**

The representatives of bidders who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for the Authority, the proposal shall be opened at the appointed time and location on the next working day. The authorized representative of the bidding Agency with the letter of authorization shall be allowed in the meeting for the said project.

24. Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Authority to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by Authority and the next eligible Agency may be considered for the project.

25. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected Agency, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The successful bidder shall not be entitled to seek any deviation in the Agreement.

26. Commencement of Assignment

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified

herein, the Authority may, unless it consents to extension of time thereof, cancel the contract with the Agency.

27. Termination

a. Termination by DUDA

DUDA may terminate this Contract due to any of the following events of default by the Agency (hereinafter called the “AGENCY Event of Default”):

- (i) The AGENCY has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract.
- (ii) Any representation made or warranties given by the AGENCY under this Contract is found to be false or misleading.
- (iii) The AGENCY has been adjudged as bankrupt or become insolvent.
- (iv) The AGENCY has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Contract.
- (v) A resolution for voluntary winding up has been passed by the shareholders/partners of the AGENCY.
- (vi) Any petition for winding up of the consultant has been admitted and liquidator or provisional liquidator has been appointed or the consultant has been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DUDA, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the AGENCY under this Contract.
- (vii) It has been proved beyond reasonable doubt that consultant has been party to or has allowed any unlawful activity during the Contract Period;
- (viii) The AGENCY has abandoned the Project.

DUDA’s reserves the right to terminate the Contract with a prior notice period of at least 30 days to the AGENCY.

b. Termination for Force Majeure

The Contract may be terminated for Force Majeure Reasons.

c. Consequences of Termination

- (i) Without prejudice to any other consequences or requirements under this Contract or under any law, the following consequences shall follow upon expiry of the Contract Period by efflux of time or due to a Force Majeure Event or the AGENCY's Event of Default. However, if the Contract is terminated due to AGENCY Event of Default, then the DUDA may forfeit the Performance Security.
- (ii) Applicable Permits: The consultant shall, at its own cost, transfer to DUDA all such Applicable Permits, which the DUDA may require, and which can be legally transferred.
- (iii) The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Contract on the termination in entirety.

d. Rights of DUDA on Termination

Notwithstanding anything contained in this Contract, DUDA shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the AGENCY in connection with the Project.

e. Termination by Consultant

The Consultant may terminate this Contract due to any of the following Events of Default by the DUDA (hereinafter called the "DUDA Event of Default"):

- (i) Material Breach by DUDA of its obligations under this Contract which is not remedied within 30 (thirty) days of receipt of written notice from the Consultant specifying such breach and requiring DUDA to remedy the same.
- (ii) Any Change in Law, which has a material adverse effect on the AGENCY's ability to implement the Project.
- (iii) A breach of any express Representation or Warranty by DUDA which has a material adverse effect and such breach is not remedied within 30 (thirty)

days of receipt of written notice from the AGENCY specifying such breach and requiring DUDA to remedy the same.

Provided that in the event of application of sub-articles above, AGENCY shall give to DUDA, 30 (thirty) days' time to cure the default prior to considering the events specified therein as AGENCY's Events of Default, and in the event the DUDA remedies the default to the satisfaction of the consultant within the Cure Period, the event will not be considered as a AGENCY Event of Default.

f. Consequences of Termination by AGENCY

Upon termination by AGENCY, the AGENCY shall transfer back the rights under the Contract to DUDA

28. Performance Guarantee

The selected implementing agency need to submit 10% of the Annual contract value as performance security deposit in the form of a Demand Draft or Bank Guarantee in favour of 'Project Director, District Urban Development Agency, Puri', prior to signing of the contract.

Check List of Submissions:

S.N.	Particulars	Submission by Bidder Yes/ No/ NA
1	Tender Document fee of Rs. 10,000/-	
2	EMD of Rs. 1,00,000/-	
3	Self-declaration of non-blacklisting	
4	Annexure –I Covering Letter	
5	Annexure –II Details of Applicant	
6	Annexure –III Format for Project Data Sheet	
7	Annexure –IV Power of Attorney	
9	Annexure –V Financial Capability of Bidder	
10	Annexure –VI Financial Proposal	

Annexure- I

Covering Letter

(On the Letterhead of the applicant)

To,

Date: _____

**Project Director,
District Urban Development Agency,
Puri**

Ref: Selection of an Agency for Operation & Maintenance of Public Recreation facilities and Infrastructure at Puri Niladri Beach

1. With reference to your RFP document _____, dated _____, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (d) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
15. I offer aEMD/BID Security of Rs. _____/- (Rupees _____ Only) to the Authority in accordance with the RFP Document.
16. The documents accompanying the Technical BID, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a

careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 90 (Ninety) days from the BID Due Date specified in the RFP.
21. I hereby certify that we have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrive at any time, decision of Authority will be consider as final.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

**Signature, name and designation of the
Authorised Signatory with name and seal
of Bidder**

Annexure-II

Details of Applicant

(On the Letter Head of the Applicant)

(a) Name of the Agency:

(b) Name of the contact Person :

(c) Designation:

(d) Address:

(e) Mobile Number & Telephone Number :

(f) E-mail Address :

(g) Fax Number :

(h) Registration Number of the Company:

(i) If the Agency has a registered office in India(Yes/No):

(j) Full address of Registered Office in India:

(k) Phone Number of Registered Office in India:

(l) Mobile Number of the contact person at Registered Office in India:

(m) GST Registration number:

(n) Average Annual Turnover:

**Signature, name and designation of the
Authorised Signatory with name and seal of Bidder**

Annexure- III

Format for Project Data Sheet

Sl.No.	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total value of work order (In Indian Rupees)	
6	No. of manpower supplied	
7	Period of Services rendered by the Applicant (Start date and End date)	
8	Scope of Service	
8	Fees of the Applicant (In Indian Rupees)	
9	Present Status of the Assignment (Completed/ongoing)	
10	Other Information relating to Project	
11	Copy of Appointment Letters and Completion Letter	

Note: The work order along with other relevant documents shall be attached with every project. Experience of only completed projects will be considered for evaluation.

**Signature, name and designation of the
Authorised Signatory with name and seal of Bidder**

Annexure- IV

Power of Attorney

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),.....son/daughter/wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “**Agency for Operation & Maintenance of Public Recreation facilities and Infrastructure at Puri Niladri Beach**” (Project) proposed to be developed by the Department of Tourism including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids/pre-proposal and other conferences and providing information/responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the O&M Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of the O&M Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

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

For
.....

Accepted

_____ (signature)
(Name, Title and Address) of the Attorney

Note:

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

Annexure V

Financial Capability of Bidder

Name of the Applicant:

Sl. No.	Particulars	2016-17	2017-18	2018-19
1.	Turnover			

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. The above data must be submitted by Applicant, duly certified by Statutory Auditor such as Chartered Account.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal & registration no.)

Place:

Date:

Annexure VI

FINANCIAL PROPOSAL

To,

**Project Director,
District Urban Development Agency,
Puri**

Ref: “Selection of an Agency for Operation & Maintenance of Public Recreation facilities and Infrastructure at Puri Niladri Beach”

We, the undersigned, offer to provide the agency services for the **Operation & Maintenance of Public Recreation facilities and Infrastructure at Puri Niladri Beach** in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal (For Calendar Year 2020) as per details mentioned below:

Financial Bid	Figures in INR (In words)
---------------	---------------------------

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully,

**Signature, name and designation of the Authorised
Signatory with name and seal of Bidder**

Annexure VII

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No. _____ Dated _____ or
Selection of AGENCY for Operation & Maintenance of Public Recreation facilities and
Infrastructure at Puri Niladri Beach, M/s _____ Address

_____ [Herein after referred to as Bidder wishes to

participate in the said tender and a Bank Guarantee for the sum of INR

_____ [Rupees _____

valid for a period of _____ days (in words) is required to be submitted by
the Bidder towards the Earnest Money Deposit.

1. We the _____ [Indicate
the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request
of the Bidder do hereby unequivocally and unconditionally guarantee and
undertake to pay during the above said period, on written request by Project
Director, District Urban Development Agency, Purian amount not exceeding
INR _____ to the Project Director, District Urban
Development Agency, Puri, without any reservation. The guarantee would
remain valid up to _____ [date] and if any further extension to
this is required, the same will be extended on receiving instructions from the
Bidder on whose behalf this guarantee has been issued.
2. We the Bank do hereby further undertake to pay the amounts due and payable
under this guarantee without any demur, merely on a demand from the Project
Director, District Urban Development Agency, Puristating that the amount
claimed is due by way of loss or damage caused to or would be caused to or
suffered by the Project Director, District Urban Development Agency, Puriby
reason of any breach by the said Bidder of any of the terms or conditions or
failure to perform the said Bid. Any such demand made on the Bank shall be
conclusive as regards the amount due and payable by the Bank under this

guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).

3. We, the Bank undertake to pay the District Collector, Puri any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We, the Bank or our local branch in Puri, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the Project Director, District Urban Development Agency, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Project Director, District Urban Development Agency, Puricertifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date) we shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank or our local branch in Puri, Odisha further agree that the Project Director, District Urban Development Agency, Purishall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Project Director, District Urban Development Agency, Puri against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Bidder or for any forbearance act or omission on the part of the Project Director, District Urban Development Agency, Puri or any indulgence by the Project Director, District Urban Development Agency, Puri to the said Bidder or by

any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Bidder.
7. We, the Bank or our local branch in Puri, Odisha lastly undertake not revoke this Guarantee during its currency except with the previous consent of the Project Director, District Urban Development Agency, Puri in writing.
8. We, the Bank further agree that this guarantee shall also be invocable at our place of business in Puri, Odisha.

Dated _____ Day of 2019.

Witness (Signature, names & address)

For _____ [Indicate the name of Bank]

Power of Attorney No. _____

Date: _____

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.