



REQUEST FOR PROPOSAL

**Selection of an Agency for Collection of User Fee for using
Amenities at Blue Flag Beach (Golden Beach), Puri
under
Puri Wildlife Division
Government of Odisha**

RFP No/ 21 /2020 Date: 31/12/2020

*Last Date of Submission
30-01-2021 at 05.00 PM*

**Office of The Divisional Forest Officer, Puri Wild life Division-cum- Member convener-
Beach management society, Blue Flag Beach (Golden Beach), Puri.**

TENDERNOTICE

Bid Reference No. 21

Date: 31/12/2020

Divisional Forest Officer, Puri Wildlife Division-cum-Member Convener, Beach Management Society, Golden Beach, Puri, invites sealed proposal from all interested Bidders for SELECTION OF AGENCY FOR COLLECTION OF USER FEE FOR USING AMENITIES AT GOLDEN BEACH, PURI.

A. Indicative Scope:

The broad Scope of Services required through this RFP, will be inter alia as briefed below:

- a) Collection of user fee from the beach visitors for the paid services.
- b) Manage operations of amenities installed at the Beach premises
- c) Upkeeping of the facilities installed viz.
 - i. 12 nos. 3-seater bamboo benches
 - ii. 16 nos. bamboo recliner chairs
 - iii. 50 nos. single seater cane chairs
 - iv. 06 nos. Hammock
 - v. 10 nos. Umbrellas with Deck Chair
 - vi. 04 M+ 04 F nos. shower and changing room for male & female at the Beach.
- d) Crowd management amenities (in & around)
- e) Coordination with local Client where required,
- f) Minor repair maintenance and safety/security of all above items till agreement period is not over.

B. Contact Period: 1 year

C. Bid Processing Fee (INR): 10,000 /-

D. Earnest Money Deposit (INR): 50,000 /- (5% of Project Upset Price)

The RFP document can be downloaded from www.puri.nic.in. To clarify the queries of the Bidder/s, a pre- bid meeting is scheduled to be held on 11/01/2021 at 03.00 PM. Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats must be submitted

through **Registered Post/Speed Post/ Courier** latest by 30/01/2021 as specified in the critical date sheet below. For details please refer the RFP Documents.

E. Critical Date Sheet

Sl No	Component	Important Dates
1	Availability of Tender Document, Download from https://puri.nic.in	31-12-2020
2	Last date for submission of written/online queries for Clarification in dfopuri@yahoo.com	08-01-2021
3	Date, Time and venue for Pre Bid meeting location at the office chamber of the Divisional Forest Officer (WL) Division Puri.	11-01-2021 at 03.00 PM
4	Last date of uploading of response to Pre-bid Query/ Issue/ of Addendum and Corrigendum (if any)	15-01-2021
5	Last date for Submission of Proposal (through Speed/Registered post/ Courier)	30-01-2021 at 05.00 PM
6	Date and Time for opening of Technical Bid of the Tender	02-02-2021 at 03.00 PM
7	Date and Time for opening of Financial Bid	03-02-2021 at 03.00 PM

F. Contact Person:

Tourist Officer, Puri, 06752-222664

G. Complete Address for Bid Submission of Bid:

**MEMBER CONVENOR, BMC-CUM- DIVISIONAL FOREST OFFICER, PURI
OFFICE OF THE DIVISIONAL FOREST OFFICER,
PURI WILDLIFE DIVISION,
CHAKRATIRTHA ROAD, PURI – 752002
E-Mail:- dfopuri@yahoo.com Tel-06752-228281.**

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SECTION-I

Instruction to Bidders

A. General Information:

1. The **Divisional Forest Officer, Puri Wild life Division-cum- Member convener- Beach management society, Golden beach Puri** (the “**Authority**”) invites sealed bids from the eligible bidders for Selection of Agency for Collection and user charges for Paid Amenities at Blue Flag Beach, Puri.
2. Puri Wildlife Division requires the service of reputed, well established, financially sound and registered agency for Collection of user fee for paid amenities at the Blue Flag Beach (Golden Beach), Puri visitors by managing the daily operations & maintenance and deploying adequately trained and disciplined manpower at Blue Flag Golden Beach, Puri as per the requirement.
3. The period of contract for providing the aforesaid service will be for 12 months from the date of effectiveness of the contract. The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The Authority reserves the right to terminate the contract at any time after giving 30 days’ notice to the Service Provider.
4. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.
5. The tender document can be downloaded from www.puri.nic.in website.
6. Change in the constitution / share-holding license will not be allowed under any circumstances.

7. Eligibility Criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished alongwith the Technical Bid
1	<p>The bidder should be registered under appropriate authority, such as:</p> <ul style="list-style-type: none"> • Registered under the Companies Act 2013 • Registered under the Indian Partnership Act 1932 • Registered under the Indian Trusts Act 1882 • Registered under the Societies Registration Act 1860. • Registered under the Limited Liability Partnership Act 2008. 	Certificate of Incorporation/ Registration
2	<p>The bidder must have at least 3 years of experience in similar business (upto the last date of submission of bid) in last 3 years with at least 2 complete or ongoing contracts for providing similar* type of services to Central / State Government / Autonomous bodies/ agencies/ societies/ corporate bodies.</p>	Copies of the work order from the previous authorities.
3	<p>The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.</p>	Valid address proof of the office (Copy of the Telephone/ Electricity Bill)
4	<p>Must have average annual financial turnover of more than Rs.20 lakhs /- during the last Three Financial Year.</p>	Copies of audited Income/ Expenditure Statement and Balance sheet for the concerned period.
5	<p>Must have its own bank account in any scheduled bank situated in Odisha.</p>	Copies of the passbook and transaction statement for the last 6 months.
6	<p>The agency should not have been blacklisted by any Central/State government, or any other Public sector undertaking or a corporation as on the date of this RFP.</p>	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form- T2]

7	Must not have any pending judicial proceedings for any criminal offence against the Proprietor /Director/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form– T3]
8	Other Statutory Documents:	Copies of: <ul style="list-style-type: none"> • PAN, • GSTIN • Copies of EPF&ESI Registration Certificate

* Similar type of services includes O&M or Manpower or Facility Management Services in amusement parks, museums, archaeological monuments, zoos, botanical gardens, natural waterfall areas, malls, any type of user charges-based management.

Note: The Authority has the right to consider or not consider the contracts/projects as **similar type of services** based on the requirement of this contract.

8. **Tender with a highest bid quote will be awarded the contract.**
9. **The bidder shall deposit an upfront amount as per clause.**
10. **Any tender with a bid LOWER than upset price of INR 5,00,000 /- (Rupees Five Lakhs only) will NOT be considered under any circumstances.**
11. The bidders should bid the amount by considering its entire revenue potential. Beach management society will not be responsible for any decline in the revenue at the Beach site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the Authority without any kind of response to the successful bidder & he shall not be entitled to make any claim / remission on that account.
12. The bidder will be responsible for bearing all the costs and expenses associated with the preparation of its proposal and participate in the bidding process. Client will not be responsible, or, in any way, liable for such costs / expenses, regardless of the conduct or outcome of the bidding process.
13. The tender should be accompanied as per the Forms provided in Section III and Section IV of this RFP.
14. The bidders shall also be required to attach copies of term deposit receipt or copies of up to date pass book of any bank account he holds in his favour to enable the accepting authority to assess his financial status.
15. The bidders are required to attach the residential proof with Tender Form.

16. In case the bidders are running any other user charges agreement at present, he is required to submit no dues certificate from the concerned local body / organization along with tender form, failing which he would stand disqualified.
17. Before submitting the tender, the intending bidders may inspect the site and satisfy themselves about the location, area and its business prospect.
18. The quotations/bidders should indicate his copy of Valid id such as Adhaar, Voter Id, permanent account no. and attach a photocopy of the PAN, GST Clearance along with the bid.
19. The taxes as applicable at the time of allotment or during the contract in force shall be payable by successful bidder.
20. That the persons employed by the bidders shall present at all times and for all purposes shall be the employees of the bidders who shall alone be liable and responsible for payment of all kind of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from the office of the Divisional Forest Officer, (Wild Life) Division, Puri.
21. That the bidders will bear the cost, installation responsibility, operation and maintenance of IT infrastructure of ANPR, billing system, e-ticketing machine, POS, etc. required for this project.
22. That it is responsibility of the bidders to ensure that all persons deployed by it will be efficient, skilled, hones and conversant with nature of work.
23. That the bidders shall make arrangement to issue proper dress code & identity cards to each of its staff, Supervisor for entry into the licensed premises. The identity cards & dress code shall be issued by the contractor at its cost. Security staff of the licensor shall be at liberty to exercise check on any of its staff, supervisors while entering the premises, during the work and while leaving from the premises.
24. That it shall be the responsibility of the bidders to ensure that the resources deployed at the sites for getting the work done must have a good character duly verified by the Police Authorities and shall produce such police verification on demand.
25. That the successful bidders shall handover the vacant and peaceful possession of the licensed premises/items along with all the lands, building, fixtures and fittings to the Office of the Divisional Forest Officer, Puri Wild life Division-cum- Member convener- Beach management society, Blue Flag Beach (Golden Beach), Puri. On expiry, revocation/ termination of the license to be granted. If he fails to handover the peaceful possession of the premises or on expiry of termination revocation of the license, then office of Divisional Forest officer, Puri Wild life division has a right to charge damages for illegal use and occupation of the premises/items @ Rs. 15,000/- per day till such time the premise is vacated by the successful bidder.

26. That in case of any disputes the decision of District Magistrate-Cum-Chairman of the Beach Management Society / Officer Authorized by the Collector-Cum-District Magistrate shall be final and binding on both the parties.
27. That the successful bidder shall not employ men below the age of 18 years.
28. That the agreement can be terminated by The Divisional Forest Officer, Puri Wild life Division-cum- Member convener- Beach management society, Golden beach Puri. by giving 15 days' notice without assigning any reason thereof, with the approval of Chairperson BMC.
29. That all the correspondence will be addressed to The Office of the Divisional Forest Officer, Puri Wild Life Division, Puri
30. That the Divisional Forest Officer, Puri Wildlife Division-cum-Member convener, Beach Management Society, Puri Wild life division, shall continue to have all rights and control over the licensed premises as its licensor.
31. The tender document as well as the correspondence relating to the tender shall be read as part and parcel of the License Deed and all the commitments made there will be complied with by the successful bidder.
32. That it is the liability of the successful bidder to pay any compensation to the tourist/ visitor or any other person or persons for any injury/ damages caused in the event of accident during the time of vehicle parked in the licensed premises. The office of the Member convener, Beach Management Society- cum- Divisional Forest Officer, Puri Wild life division, shall not be liable to pay any compensation to the tourist / visitors/ or any persons(s) for any injury/ damages caused in the event of accident during the time vehicle parked in the parking site.
33. That the successful bidder shall keep in touch the office of the Member convener, Beach Management Society –cum- Divisional Forest Officer ,Puri Wild life division, the totally indemnified and harmless against all claims, damages, dues, payments, fines, penalties, demands compensations, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the vehicle or life of the tourist/ visitor on any account.
34. A proper record of the all the inventories and visitors shall be maintained by the successful bidder and produced for inspection to Beach Management Society or any other officer from time to time at the discretion of the management.
35. The successful bidder should obtain permission from the competent statutory authority, if required, and comply with all the requirements of law in force at the given time and also taxes if any, including service tax.

36. Under no circumstances, the successful bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor/ successful bidder has violated these conditions, the contract will be terminated forthwith without notice, by the authority that has approved the award of contract.
37. It will be the responsibility of the successful bidder to ensure that full payment is made to the workers as per the minimum wages or statutory wages/ rate fixed by the Govt of India.
38. In case single tender is received, Divisional Forest officer, Puri Wild life Division- cum- Member convener, Beach management society, Golden beach, Puri has reserves the right to accept/ reject the single tender so received.
39. That the quotations/bidders shall also pay the entire license or other fees or taxes including property tax payable to Divisional Forest officer, Puri Wild life Division- cum- Member convener, Beach management society, Golden Beach, Puri concerned in connection with the regulation /monitoring / management of the business of parking.
40. The bidders should bid the amount by considering its entire revenue potential. Beach management society will not be responsible for any decline in the revenue at the site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the **Beach Management Committee, Puri** without any kind of response to the successful bidder & he shall not be entitled to make any claim / remission on that account.
41. Any damage to the items / amenities (mentioned clause A. Indicative Scope) installed at beach including supporting structures, shall be the sole responsibility of the Agency, which shall be made in well condition by the Agency. Divisional Forest officer, Puri Wild life Division- cum- Member convener, Beach management society, Blue Flag Beach (Golden Beach), Puri, or any other officer, authorized by him/her, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.

B. Submission of Bid:

1. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 10,000 /-(Ten Thousand only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD of Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of DD in favour of **Divisional Forest Officer, Puri Wildlife Division** as prescribed in the RFP failing which the bid will be rejected. The originals of cost of RFP document and EMD must be deposited with TIA three (3) days before opening of the bid.
2. The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after due date will be summarily rejected. EMD of unsuccessful bidders will be returned without interest after the award of Contract.

3. The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing “**Technical Bid**”(Agency for collection of user fees for paid amenities at Blue Flag Beach (Golden Beach), Puri,) and “**Financial Bid**”(of Agency for Collection of User Fee for using Amenities at Blue Flag Beach (Golden Beach), Puri. Both sealed envelopes must be kept in a third sealed envelope super-scribing “Bid Document-(of Agency for Collection of User Fee for using Amenities at Golden Beach, Puri)
4. Selected bidder will have to deposit a Performance Security (**10%of the one year contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of **Divisional Forest Officer, Puri Wildlife Division**-as per the prescribed format provided in the tender document at **Section- VI** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission

1. Bidders are required to furnish the following documents along with the Technical Bid:
 - a) Covering letter along with power of attorney on the bidder’s letter head
 - b) Demand Draft in support of Bid processing fee as applicable
 - c) Demand Draft in support of EMD as applicable.
 - d) Copy of Certificate of Incorporation of the firm / agency
 - e) Copy of GSTIN
 - f) Copy of PAN
 - g) Copies of IT returns for the last three assessment years
 - h) Copies of EPF & ESI Registration Number
 - l) Copies of work orders from the previous organizations for providing services during last 3years.
 - m) Undertaking regarding non-black listing (On stamp paper)
 - n) Undertaking regarding non-pending of any judicial proceedings (On bidder’s Letter head)
2. Any deviation from the prescribed procedures/required information/formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

3. All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.
4. The Technical Bid will be opened on Dt. 02/02/2021 in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidder shall be opened on Dt. 03/02/2021 at 3:00 PM in presence of the authorized representatives.
5. The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.
6. The bid shall be valid for a period of **120days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
7. To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
8. **The bidder having the highest evaluated financial bid (H-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the highest bidder (H-1) is disqualified after selection for any reason, then negotiations will be made with the second highest (H-2) bidder for award of contract at H-1 price. However, the decision of the authority shall be final during the overall selection process.**
9. The service provider shall be liable for all kinds of dues payable in respect of manpower deployed/provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel. Payment to HR shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations
10. The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II
TERMS OF REFERENCE

1. Background:

The Blue Flag is a certification by the Foundation for Environmental Education (FEE) that a beach, marina, or sustainable boating tourism operator meets its standards. The Blue Flag is a trademark owned by FEE which is a not-for-profit non-governmental organization consisting of 65 organisations in 60 member countries.

FEE's Blue Flag criteria include standards for quality, safety, environmental education and information, the provision of services and general environmental management criteria. The Blue Flag is sought for beaches, marinas, and sustainable boating tourism operators as an indication of their high environmental and quality standards.

During the Blue Flag season, the flag must fly at the blue flag beach. The flag is both of a symbol that the beach participates in the programme as well as an indication of compliance with the criteria. The Flag may either be flown 24 hour a day during the Blue Flag Season or only during the hours when the beach meets all the Blue Flag Criteria. However, if a beach that has Blue Flag accreditation does not comply with the Blue Flag Criteria, the flag may be permanently or temporarily withdrawn from the beach. Of course, there exists several degrees of non-compliances. In all cases of non-compliances, the National Operator needs to inform the beach about it.

Govt. of India suggested state/ UTs to undertake peripheral activities. Accordingly, a beach from the back of Gandhi ghat to Hotel Mayfair was allotted by the district administration and ICZMP, Odisha identified/demarcated for blue flag beach. This beach was named as Golden beach after its golden sands. The length of this beach is 870 mtr and width is 105/110 mtr.

Under BEAMS Programme in Blue Flag Beach (Golden Beach), Puri following infrastructure was developed: - Toilets for Ladies & Gents, changing room with shower facilities which are covered with treated bamboo cladding, solid waste management system, grey water treatment plant, 40kw solar power plant, drinking water facilities, fencing, jogging track, parking, plantation, children park and sand sculpture.

2. Objective:

The activities and responsibilities of the service provider are:

- i. Collection user charges for paid amenities as prescribed in scope section 3.1
- ii. The vendor must issue money receipt to the visitor.
- iii. Assist/guide the visitors in case they need help.
- iv. Regular cleaning of the installed facility/items as mentioned in Clause 1 (indicative scope)
- v. Coordination with local Client where required,
- vi. Repair and installation of required equipment/ items/ facilities. The shower area must be cleaned all time.
- vii. The shower area must be cleaned after every use with disinfectant.

- viii. Collect penalty in case of damage of property by the visitor, deliberately as decided by Authority.
- ix. The Vendor shall install the signage in the three language (Odia, Hindi and English)

3. Scope of Work and Terms of Services:

The successful contractor will be required to deliver and take responsibility of the, but not limited to, activities relating to the Golden Beach Amenities Management Service delivery:

3.1. The rate of collection for different age group will as follows:

Sl	Item/Facility	Duration per person in Rupees			
		15 Minutes	30 Minutes	1 Hour	2 Hours
1	3 Sitter Bamboo Bench	NA	NA	50/-	80/-
2	1 Sitter Bamboo Recliner	NA	NA	30/-	50/-
3	1 Sitter Cane Chair			20/-	30/-
4	1 Sitter Deck Chair with Umbrella			100/-	150/-
5	Single User Hammock	20/-	30/-	50/-	NA
6	Shower facility per person	10	NA	NA	NA

- 3.2. Auction holder may use the POS machine / Ticketing Machine for ticketing which will be linked to ANPR System readings, with prior consultation of BMC representative.
- 3.3. The successful bidder after deposit of first installment as per clause & will execute an agreement Member Convener Beach Management Committee, Blue Flag Beach (Golden Beach), Puri, and terms and conditions of the tender paper will form a part of agreement.
- 3.4. For citizen awareness, it is mandatory for the vendor to install a display board at the entrance mentioning the following items:

S.No	Particular
1	Name of the Agency
2	Auction period.
3	Contact number of the Auction Holder.
4	Rate Chart
5	Name and contact No. of Beach Manager & IIC Traffic for grievance redressal.
6	Twitter handle, other social media accounts, website and other platforms of Puri Wildlife Division for grievance redressal.

Note: Not following these instructions will lead to penalty according to the penalty rate given below in this RFP.

- 3.5. The authority reserves the right to cancel any or all the tenders without assigning any reason thereof.
- 3.6. The successful bidder after execution of agreement will be given delivery of possession by the authorized official of Beach Management Committee.
- 3.7. The staffs of all Items/ Facilities/ Amenities deployed by the agency should always wear BMC Dress code & their identity card while performing the service. The details of workers like Name, Father's Name, Mobile Number and copy of I-card issued by vendor shall have to be submitted to the Authority, with intimation to BMC Authority.
- 3.8. The Auction duration of 12 months will be counted from the date of agreement given by the BMC Authority.
- 3.9. The Successful bidder is to take possession of premises within 15 days of deposit of bid amount or from the date of intimation from **Office of Divisional Forest Officer cum Member convener of Beach Management Society, Blue Flag Beach (Golden Beach), Puri**. Employees of the Authority and members of Beach Management Society, Golden Beach, Puri,
- 3.10. If any miscreants hinder the peaceful performing or managing the items/facilities Blue Flag Beach (Golden Beach), Puri, premises, matter should be immediately brought to the notice of Local Police by the Agency.
- 3.11. The bid price may be quoted inclusive of GST.
- 3.12. The successful bidder must deposit the entire bid amount in shape of Bank Draft within 15 (Fifteen) days of receipt of the offer letter. However, on application by the bidder, the DFO /Member Convenor may allow the bidder to deposit the bid amount in 4 (Four) installment as below for Packages above Rs. 15.00 Lakhs.

1 st Installment	1 st installment i.e. 40% of the bid amount shall be deposited within 15 days from the date of receipt of LoA excluding EMD.
2 nd Installment	2 nd installment, i.e. 20% of bid amount shall be deposited by allottee within 15 days from the date of completion of the 45 days of Agreement.
3 rd Installment	3 rd installment, i.e. 20% of bid amount shall be deposited by allottee within 15 days from the date of completion of the 60 days of Agreement.
4 th Installment	4 th installment, i.e. balance 20% of bid amount shall be deposited by allottee within 15 days from the date of completion of the 90 days of taking over possession of parking lot failing which allotment order shall be cancelled and EMD shall be forfeited.

4. Duration of Contract:

The successful Contractor will be required to take over management of the paid amenities at Blue Flag Beach (Golden Beach), Puri, premises with 15 days of Agreement. **The first contract will be of 12months duration with a possible extension of another one-year period upon satisfactory performance of the contractor.**

5. Penalties:

5.1. Contractor will be fined INR 5000-/(Rupees Five Hundred) only day in the event of **service is not provided** which is not the fault of Authority.

5.2. Contractor will be fined INR1000 /-(Rupees One Thousand) Only for **each significant incidence of failure to meet specified level of service** up to a maximum of INR 100,000 /- (Rupees One Lakh) Only Should this maximum ceiling be reached the contract may be terminated.

5.3. The vendor will install the new one in case of breakage of installed facility.

6. Jurisdiction:

6.1. Dispute, if any, out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Puri court only.

7. Evaluation:

7.1. Stage 1: Technical Evaluation:

7.1.1. Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not.

7.1.2. The criteria are based on the Eligibility Criteria given in Section I, Sub-section A, Clause 7.

7.1.3. The detail for Technical Eligibility has to be submitted in the prescribed format provided in Section III.

7.2. Stage 2: Financial Evaluation:

7.2.1. Bids qualifying the technical evaluation stage, will be considered for Financial Evaluation.

7.2.2. The financial bids will be opened in the presence of the tender committee and bidders' representatives who choose to attend.

7.2.3. The agency quoting the highest fee on the Financial Bid (as per Form-F1) to the Authority for complete tenure of project will be awarded this tender for management of payable amenities.

SECTION- III

TECHNICAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To

**Divisional Forest Officer
Puri Wild life Division
Chakratirtha Road,
Puri - 752002,Odisha**

Sub: Tender for **Selection of Agency for Collection of User Fee for using Amenities at Blue Flag Beach (Golden Beach), Puri** [Technical Proposal]

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for [Insert Name of the Service] in accordance with your Tender Notice No.: _____, Date: _____. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance upto **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provisions of this tender are found violated, then your office shall have the rights to reject our proposal including for feature of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder:

(FORM– T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details)	Transaction ID:
		Date:
		Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director/ CEO / Chief Proprietor	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10.	E.P.F. Registration No. (Attach self attested copy.)	
11.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	

12	Acceptance to all the terms& Conditions of the tender (Yes/No).	
13	Power of Attorney/ Authorization letter for signing of the bid documents	
14	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
15	Kindly mention the total Number of pages in the tender document.	

17. Financial Turnover of the bidder for the last 3 financial years. (*)

Financial Year*	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1(2017-2018)		
FY2(2018-2019)		
FY3(2019-2020)		

**from the date of issue of tender*

18. Details of the similar type service provided by the bidder in last 3years:

Sl.No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower / machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						

19. Declaration

I, Shri Son/Daughter/Wife of Shri _____
Proprietor/Director/Authorized signatory of_____(Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information/fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:.....

Date:.....

Enclosures:

1. Bid Processing Fee
2. EMD
3. Copy of tender document (each page must be signed and sealed).
4. Duly filled Technical Bid and Financial Bid.
5. List of Documents as applicable.

FORM-T2

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:
Name of the Bidder and Address:

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

SECTION – IV

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To
Divisional Forest Officer
Puri Wild life Division
Chakratirtha Road,
Puri - 752002,Odisha

Sub: Tender for Selection of Agency for Collection of User Fee for using Amenities at Golden Beach, Puri [Financial Proposal]

Sir,

I, the undersigned, offer to provide the services for **at Blue Flag Beach (Golden Beach), Puri** in accordance with your Tender No. _____, Dated: __/__/____. Our attached financial price is *[Insert amount(s) in words and figures]* for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **120days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours sincerely,

*Authorized
Signature
[In full and initials]*

Name and Designation of the Signatory:

Name of the Bidder and Address:

(FORM-F1)

To,

**Divisional Forest Officer
Puri Wild life Division
Chakratirtha Road,
Puri - 752002,Odisha**

Ref: Selection of Agency for Collection of User Fee for using Amenities at Golden Beach, Puri

We, the undersigned, offer to provide the agency services for “**Blue Flag Beach (Golden Beach), Puri**” in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal 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 30 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**

SECTION- V
BIDSUBMISSIONCHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICALBID(ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation/Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESIC certificate		
9	Copy of valid PSARA License (in case of Security Services)/ Labour license		
10	TECHNICAL BID duly filled in(Covering Letter, FORM-T1, T2		
11	Financial details of the bidder along with all the supportive documents such as, copies of Income/ Expenditure Statement and Balance Sheet for the last 5years.		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed/on-going assignments of similar nature(Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
14	Undertaking for not have been black-listed by any Central/State Govt./any Autonomous bodies during the recent past.(FORM-T2)		
15	Undertaking for not having any police case pending against the bidder (FORM-T3).		
FINANCIALBID(ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM-F1)		

It is to be ensured that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.
- All pages of the proposal need to be sealed and signed by the authorized representative.

Authorized Signatory[In full and initials]:

Name and Designation with Date and

Seal: _____

**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 Request For Proposal Notice No. _____ Date _____
or Selection of AGENCY for Operation & Maintenance of Public Recreation facilities and
infrastructure at Blue Flag Beach (Golden Beach) Puri, 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 wards) is required to be submitted by the Bidder towards
the Earnest Money Deposit.

1. We the _____ [Indicate the Name of
the Bank] [Herein after 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 the Chairman, Beach Management Committee, Puri, an
amount not exceeding INR _____ to the Chairman Beach Management
Committee, Puri without any reservation. The guarantee would remain valid upto
_____ [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 Chairman Beach
Management Committee, Puri stating that the amount claimed is due by way of loss or
damage caused to or would be caused to or suffered by the Chairman, Beach
Management Committee, Puri by reason of any beach by the said Bidder of any of the

terms of conditions of failure to perform 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 Chairman, Beach Management Committee, Puri, any money to 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 their 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 Chairman Beach Management Committee, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chairman Beach Management Committee, Puri certifies 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 whall be discharged from all liability under this guarantee thereafter.
5. We the Bank or our local branch in Puri, Odisha further agree that the fullest liability 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 said Chairman Beach Management Committee, 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 Chairman, Beach Management Committee, Puri or any indulgence by the Chairman Beach Management Committee, 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 to revoke this Guarantee during its contract period or its extension if allowed by the Authority, except with the previous consent of the Chairman, Beach Management Committee, 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 2021

Witness (Signature name & address)

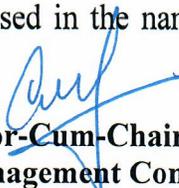
For _____ [indicate the name of Bank]

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.


**Collector-Cum-Chairman
Beach Management Committee,
Puri**