



GOVERNMENT OF ODISHA

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

**Request for Proposal (RFP) For
“Selection of Event Management Company (EMC) for
Curation, Branding, Operation & Maintenance of Public
Recreation and Entertainment facilities, events and
services at Puri ‘Niladri Beach’”**

Dated: 30.10.2019
Last Date for Submission: 20.11.2019

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1. Introduction

The Government of Odisha, in its endeavor 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 operationalizing a vibrant recreation zone in 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 Event Management Agency to curate, brand, operate and maintain public recreation and entertainment facilities, events and services in the designated area for an initial period of approximately 3months (December 2019 – February 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.

The desired indicative set of facilities and activities are:

- Beach games such as volleyball, rink football, and other innovative games and engagements 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 augmented with required set up
- Street Food Event: Food Zone with vendors offering a variety of fast-food and cuisines and non-alcoholic beverages from mobile kitchens or movable stalls. Structure of the food festival will be set up by EMC. The food event will be held 2 days in a week, mostly on the weekends
- Monthly mercantile eco-haat where artisans can sell their eco-friendly products while demonstrating their production
- Beach Shacks/ Gazebos across the Niladri beach stretch
- Parking management and user charges (site to be finalized by BMC)
- There will be a nominal fee of INR 25/- (INR 10/- for children less than 10 years old) which will be charged by the EMC for every visitor to the Park, Food Court and Amphitheatre on Niladri beach stretch on weekends/ event days. This charge will only

be limited to the delineated area and the beach front will be free for public access on all days at all times.

2. Scope of Work

- a. Curation of the Niladri Beach Recreation Zone and its activities, including mobilization and management of vendors, artists, etc.*
- b. Support the Branding of the Initiative in consultation with PD, DUDA, Puri, Tourism Department, Govt. of Odisha and teams commissioned by his Office*
- c. Set-up and dismantling of common and component specific infrastructure and equipment jointly with engaged vendors / service providers*
- d. Operation of Toilet Bloc, Sanitation and Cleaning of Niladri Beach and proactive mechanisms for prevention of littering and waste management*
- e. Management of Life-guards and other safety requirements on the beach*
- f. Running a visitor help, grievance redress, complaints and lost property kiosk*
- g. Maintenance of the Landscaping of the HRIDAY project stretch*
- h. CCTV Management (Govt. will install) and overall security/ access control for the Niladri beach*

Maximum Rental/ Charge to be collected for various services

- The food stall rentals shall not exceed INR 5 per sq.ft. per day. The vendors will be free to create their own menu, subject to the pre-decided themes such as Local Cuisine, Asian Cuisine, European Cuisine, South India Cuisine etc. – to be decided by PD, DUDA, Puri
- The souvenir shops shall mark products at MRP.
- Usage of toilet complexes will be at prevailing rates charged by Sulabh International in Puri
- There shall be 2hrs performance by various dance troupes/ music bands etc. every weekend (2 days). The list of troupes shall be approved by BMC, but shall be up to a maximum budget of INR 50,000 per night. The cost will be borne by the EMC.

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 EMC 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. and should not run out of water. Adequate staff for continuous cleaning of the toilet blocks have to be maintained by the EMC
- 24 hrs CCTV monitoring has to be conducted and recordings must be preserved for use by District Police/ Law enforcement officials as and when required. The EMC will co-operate and provide all assistance to Tourist Police and District Police.
- All access points to the stretch has to be manned with adequate personnel.
- Adequate high mast lighting and other means of lighting have to be ensured so that no part of the stretch remains poorly lit/ dark. The EMC will also maintain the lighting systems installed under HRIDAY scheme for the stretch. EMC will co-ordinate with CESU for the same.
- EMC will maintain adequate life guards with watch towers for safety of the beach visitors. The life guards must be well trained and certified in rescue operations. EMC will co-ordinate with DG Fire Services, Home Guard and Rescue for the same.

The company shall ensure that no anti-government or anti-state messaging is done through the creative demonstrations during events. For this, all third party engagements shall be subject to approval by District Urban Development Agency (DUDA) Puri.

The revenue generated from the entry fees, facilities, services and letting out of space to third party vendors and artists shall be collected and retained by EMC. The EMC will be required to quote a viability gap (to be paid by DUDA)/ premium (to be paid to DUDA by EMC) for carrying out the scope of work, basis its assessment of the market and potential at the location. The highest premium/ lowest VGF will be accorded highest marks in the financial evaluation.

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

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

2. Eligibility Criteria

To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, 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 evaluation.

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 event management and creative activation 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 events and activations executed.
- The applicant shall submit only one bid against the tender.

3. Minimum eligibility criteria

To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a Bidder shall fulfil the following conditions of eligibility.

- i. **Technical eligibility:** The Agency should have experience of curating, implementing & managing similar events satisfying **following** conditions.
 - a. The agency must have executed at least 1 similar assignment of project cost of minimum INR 50 Lakhs each during the 3 years preceding the proposal due date
 - ✓ *Similar event* means, experience of organizing and managing an event / festival / set up of similar scale.
 - ✓ 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.
- ii. **Financial eligibility:** The bidder should have an annual average turnover of INR 3.00 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2019.

4. Evaluation Criteria

Only those Bidders who meet the minimum eligibility criteria shall qualify for evaluation of their Technical and Price Bids. Bids of applicants who do not meet above minimum eligibility criteria shall be rejected.

The Technical evaluation will be carried out as specified below:

Sr. No.	Subject description	Requirements	Marks
A	Technical Bid evaluation		60
1.	Sectoral & financial capabilities	The bidder should have an annual average turnover of Rs. 3.00 Crores certified by chartered accountant during last 3 (three) financial years ending 31.03.2019. Rs.3.00 Cr. – 10 marks For each addl. Rs.1.00 Cr. – 1 mark, max-20	20
		The agency must have executed at least 1 similar assignment of project cost of minimum INR 50 lakhs each during the 5 years preceding the proposal due date 1 event – 20 marks For each addl. event – 2 marks, max-40	40
B	Presentation on proposal (15min per agency)		40
1.	Presentation of Event Design and approach	The bidder shall creatively present the ideas and execution approach pertaining to various components listed in Para 2. of this RFP including detailing of the events/ activities to be performed on the stretch, possible list of troupes/ bands/ groups for performance, conceptual design and layout of the food stalls etc.	40

Bids which obtain at least **60marks (60%)** in the technical evaluation will qualify for opening of Financial Bids.

The shortlisted bidder having proposed the highest premium/ lowest VGF for the Authority through its financial bid shall 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 5,000/- (Rupees Five 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 websites https://puri.nic.in/notice_category/tenders/ and <https://dot.odishatourism.gov.in/>

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 time and date mentioned in the Bid Schedule at point no15. 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.	Event Description	Date
1	Issue of Advertisement & Uploading of EOI	30.10.2019
2	Last date of receiving Queries	04.11.2019
3	Site visit and Pre-proposal meeting at Conference Hall of Office of District Collector, Puri	11.10.2019 – 3 PM (IST)
4	Replies to the queries & issue of addendum, if any	Before 13.11.2019
5	Last Date of submission of Proposals	20.11.2019 – 5 PM(IST)
6	Opening & Evaluation of Technical Bid	22.11.2019 – 11 AM (IST)
7	Date for Technical Presentations	25.11.2019 – 11 AM(IST)
8	Opening of Financial Bid	25.11.2019 – 2 PM(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 Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services at Puri Niladri Beach”

Part-B:
Financial Proposal for
**“Selection of Event Management Company (EMC) for Curation, Branding, Operation
& Maintenance of Public Recreation and Entertainment facilities, events and services 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 Event Management Company (EMC) for Curation, Branding, Operation
& Maintenance of Public Recreation and Entertainment facilities, events and services 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 Chaak, Puri, Odisha.
Email: - puriduda@gmail.com
Ph: 06752 222136
Fax: 06752 _____

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 /. 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 Chaak, 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 Consultant (herein after called the “EMC Event of Default”):

- (i) The EMC 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 EMC under this Contract is found to be false or misleading.
- (iii) The EMC has been adjudged as bankrupt or become insolvent.
- (iv) The EMC 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 EMC.
- (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 EMC 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 EMC 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 EMC.

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 EMC's Event of Default. However, if the Contract is terminated due to EMC 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 EMC 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 EMC'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 EMC specifying such breach and requiring DUDA to remedy the same.

Provided that in the event of application of sub-articles above, EMC shall give to DUDA, 30 (thirty) days' time to cure the default prior to considering the events specified therein as EMC'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 EMC Event of Default.

f. Consequences of Termination by EMC

Upon termination by EMC, the EMC 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. 5,000/-	
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: _____

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

Ref: Selection of Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services 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 Event Management Company for the design and execution of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the 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 a EMD/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
Authorized 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 Authorized
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 Authorized
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 “**Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services 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 Event Management 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 Event Management 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 Authorized Signatory)

(with seal & registration no.)

Place:

Date:

Annexure VI

FINANCIAL PROPOSAL

To,

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

Ref: “Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services at Puri NILADRI Beach”

We, the undersigned, offer to provide the agency services for the **Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services at Puri NILADRI Beach** in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal (For One season of Service) as per details mentioned below:

Viability Gap to be paid by DUDA	Figures in INR (In words)
Premium to be paid to DUDA	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 Authorized 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 Event Management Company (EMC) for Curation, Branding, Operation & Maintenance of Public Recreation and Entertainment facilities, events and services 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, Puri an 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, 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 Project Director, District Urban Development Agency, Puri by 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 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 inPuri, 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.