



# OFFICE OF THE PURI MUNICIPALITY, PURI

1156



Letter No. 6233

Dated. 06.8.24

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## TENDER CALL NOTICE FOR Selection of an Agency for Operation & Maintenance of at Puri Sea Beach From Pink House to Sterling Resort (except Niladri Beach & Blue Flag beach) ,Puri & Road/Foothpath from Digabareni to Hans Cocopalm"

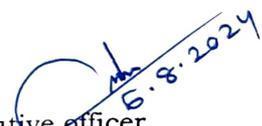
Puri Municipality invites Request for Proposal (RFP) for selection of agency for "for Operation & Maintenance of at Puri Sea Beach From Pink House to Sterling Resort (except Niladri Beach & Blue Flag beach) ,Puri & Road/Foothpath from Digabareni to Hans Cocopalm". The details terms & conditions can be downloaded from the website [www.purimunicipality.nic.in](http://www.purimunicipality.nic.in) & [www.puri.odisha.gov.in](http://www.puri.odisha.gov.in). The detail Technical & Financial proposal in conformity with the terms and conditions of the RFP documents shall be submitted to the office of the Executive Officer, Puri Municipality, Puri on or before 04.9.24 at 05.00 PM through speed post/Regd. Post only. The Technical bids will be opened on 05.9.24 at 11 AM in the office chamber of the Executive Officer, Puri Municipality, Puri.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

  
Executive Officer,  
Puri Municipality, Puri.

Memo No 6234 / Date 06.8.24

Copy submitted to Collector, Puri/Superintendent of Police, Puri for favour of kind information and necessary action.

  
Executive officer,  
Puri Municipality, Puri

Memo No. 6235 /Date 06.8.24

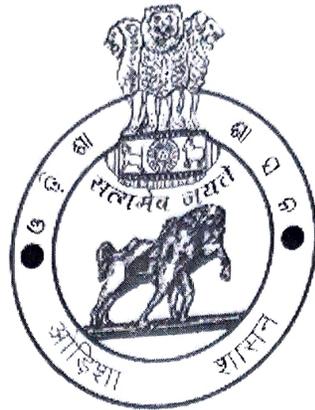
Copy submitted to the Director, Tourism Department, Bhubaneswar for favour of kind information and necessary action.

  
Executive officer,  
Puri Municipality, Puri

Memo No 6236 / Date 06.8.24

Copy to office Notice Board/Head Asst./Gen & Misc. section, Puri Municipality, Puri for information and necessary action. General Section should take steps to publish in two Local Oriya newspaper and One English newspaper for one day on or before 07.8.24.

  
Executive officer,  
Puri Municipality, Puri



**Puri Municipality, Puri**

**REQUEST FOR PROPOSAL (RFP) FOR  
"SELECTION OF AN AGENCY FOR OPERATION &  
MAINTENANCE OF PURI SEA BEACH FROM PINK  
HOUSE TO STERLING RESORT (EXCEPT NILADRI  
BEACH & BLUE FLAG BEACH) ,Puri & ROAD/  
FOOTPATH FROM DIGABRENI TO HANS-COCOPALM**

**Dated: 06.08.2024**

**Last Date for Submission: 04.09.2024 at 5.30 PM**

*Executive Officer*  
*Puri Municipality, Puri*  
5.8.2024

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## 1. Introduction

Puri Municipality is spread over an area of **16.32685q. Km.** and the town is well connected by rail and road. As per census 2011, there are **41140 households** in Puri Municipality with nearly **2.67 Lakh** populations and a floating population of more than **10,000** per day. During the peak season and especially at the time of Car Festival, the footfalls are much higher. As per provisional reports of Census India, population of Puri Town in 2011 is 200,564 of which male and female are 104,086 and 96,478 respectively. It is the historical religious city of Odisha and a tourist destination. Puri has been chosen as one of the heritage cities for Heritage City Development and Augmentation Yojana (HRIDAY) scheme of Government of India. Now it has also been chosen under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) Scheme. **Puri Municipality ("PMU")** has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable and sustainable. Sanitation is the priority area of service delivery and **PMU** has been making continued efforts in improving MSW management for the past few years. Presently, the collection and transportation of waste for the sea beach from Pink House to Sterling Resort (except Niladri beach & Blue Flag beach), Puri & main road, footpath(along main road), and pathway(along sea beach) from Harihara square to Swargadwar is being done through private agency. About 30% of the total waste is generated in the stretch of the Sea beach from Pink house to Sterling Resort (except Niladri Beach Blue Flag beach), puri & main road, footpath(along main road), and pathway(along sea beach) from Harihara square to Swargdwar. With the objective of providing improved sanitation services to the citizens, **PMU** with support of Tourism Department Govt. of Odisha will carry out a transparent competitive bidding process for finalization of an Operator, who shall be responsible for delivering services as specified in the ToR and will operate and maintain the project i.e.

- Cleaning of Beach from Pink House (Penthakata) to Sterling Resort.
- Clean of road & footpath from Digabareni to Hans-Cocopalm.

## 2. Scope of Work

This will be completely turn-key Agreement. Therefore, the second party deemed to have visited the beach, Roads, Footpath and Pathways and assessed the nature and quantum of work to be done by them.

The contractor shall execute the work by carrying out at-least the activities specified below-

- i) Combing of the wet and dry sand of the beaches with the help of a motorised beach cleaning machine/ Manually of the entire beach from Pink House (Penthakata) to Sterling Resort (Except Niladri Beach and Blue Flag Beach).
- ii) Cleaning of the litter and dumps on the beach with the help of a beach-cleaning machine or by way of manual mopping to provide complete cleanliness of the sand;
- iii) Sweeping and cleaning of the areas adjacent to the beach which are visited regularly by the visitors to the beach e.g., footpath along the beach, Main Roads, (from Harihara Chhak to Hanscoco Palm hotel)and including Footpaths and pathways along and inside the sea beach;
- iv) The operator shall ensure segregation of waste (Wet & Dry) and transfer the waste in compartmentalized vehicles to the wealth centres allotted by PMU.
- v) Provision of Twin bins with adequate signage as per requirements shall be provided on the beaches to encourage visitors and hawkers to use such bins instead of littering the beach. Regular collection from such twin bins will have to be provided to ensure that they are never overflowing. Such litter bins should be aesthetic and should be regularly maintained and cleaned. Such litter bins shall be relocated during high-tide and low-tide times to ensure their proximity to the visitors. The Operator shall carry out awareness campaigns to ensure reduction of open littering and dumping by visitors and hawkers on the beach;
- vi) As per observation, the tourists or local residents, joggers and morning walkers are using the beaches right from 06:00 hours in the morning onwards whereas the visitors generally remain present

up to midnight. It is therefore the responsibility of the Operator to see that operations for specifications (i), (ii), (iii) and (iv) above get executed before sunrise and are maintained till 22.00 hours every day to ensure thorough cleanliness at all times. Hence, the frequency of the sea beach, Main Road, footpath and pathway cleaning operation should "at-least" be executed out in two shifts.

vii) The cleaning operation of sea beach, Main Road, footpath and pathway shall be as below:

- 1. 1<sup>st</sup> shift : 2.00AM to 8.00A.M
- 2. 2<sup>nd</sup> shift : 12 Noon to 6.00 P.M.

vii) Such operations would also need intensification on peak tourist season, weekends and public holidays and the Operator should make arrangements to deploy adequate resources (machines or manpower) to achieve the outcomes. Eventually, it shall be responsibility of the Operator to ensure that the sequence and frequency of such operations are managed in a manner that, no waste remains on the beach at any time and the outcomes related to cleanliness.

(viii) The Operator shall make special arrangements to meet the intense demand for cleanliness on the beaches after special events such as Kartikpurnima , Beach festivals , Rathyatra , New Year and Christmas , etc. by arranging for adequate manpower and machinery or higher number of bins or bags on the beach for waste collection or other innovative means to ensure complete cleanliness on the beach within the event and also after the day of the event without any extra cost.

(ix) The tidal wave brings back a lot of floating and other waste on to the beaches. The frequency and generation of the waste on account of tidal cycles are severe in the rainy seasons or during high tides. The Operator shall therefore deploy adequate resources to intensify cleaning operations during such events through longer beach – cleaning machine operations or longer manual operations through a large work force or by deploying additional equipments or machinery. At any circumstances, litter or open heaps of waste shall not be visible on the beaches. For transportation of MSW shall deploy the closed containers containing vehicles complying provisions of motor vehicles Act & Rules in addition to regular compactor vehicle without any extra cost;

(x) The Operator shall carry out awareness campaigns to ensure coordination with commercial establishments on the beach on effective Solid waste Management, segregation of waste, Ban of single use plastic etc.

(xi) The Operator shall ensure a dress code is adopted by its entire staff. The dress shall Prominently display Puri Municipality; and

(xii) Transportation of collected garbage by closed vehicle (such vehicle should comply the provisions of motor vehicles Act & rules to designated disposal sites of Puri Municipality i.e within 15 km. Such a transportation service should be regular and frequent at least twice daily or as per required at the site and ensure that no backlog of waste is present in the collection bins on the beach.

(xiii) The Operator shall provide support in registration and collection of userfee of commercial establishments situated along sea beach, under Express Cleaning Service provided by PMU.

(xiv) The operator should make payment to the sanitation workers in the 1<sup>st</sup> week of every month for providing uninterrupted service without depending on release of payment from PMU.

(xv) The activities under this component will be supervised and certified by committee headed by Health Officer/any officer authorized by PMU.

(xvi) All the Caracass and body of dead animals to be lifted from sea beach as well as main roads, footpath and pathways by the operator on its own transportation to the designated site identified by the PMU.

(xvii) The Operator shall note that the above mentioned specifications are the 'minimum necessary operations ' that they shall provide for successful execution. However , the final performance of the

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operator shall be measured and evaluated on outcomes related to cleanliness as described in service delivery performance criteria. Hence, it shall be the operator's responsibility, based on their site inspection and survey, to account for and provide any additional service, equipment, infrastructure or manpower that may be required to achieve the requisite outcomes related to cleanliness at all times and include it while quoting.

(xviii) The operator should make payment to the sanitation workers in the 1<sup>st</sup> week of every month for providing uninterrupted services without depending on release of payment from PMU.

(xix) The Operator shall be responsible for complete cleanliness of the entire length and width of the beach (up to the water – line during low tide), Main road, footpath, Pathway (sea beach side). The average length, width and other general information about the Puri beach to be cleaned by the Operator is mentioned as below

- i) Length of the Beach – Sterling resorts to Pink House (penthakata) about 8 km ;
- ii) Length of the Main Road- Harihara Chhak to Hanscoco Palm Hotel about 3 Km;
- ii) Width of the beach – from low tide waterline to marine drive road
- iii) Footpath and Pathways adjacent to Beach and
- v) Collection of garbage from the commercial or semi- commercial area along the Beach.

**Conducting awareness campaign to motivate the citizens & tourists.**

The scope of work under this item shall include

- ❖ Conducting Awareness Campaign to motivate the citizens & tourists to properly dispose of their waste before it reaches the drains.
- ❖ Undertake IEC activities as per the Solid Waste Management Rules-2016, community interaction at regular intervals along with PMU officials.
- ❖ To provide required resource support for addressing the complaints, monitoring and compliance reporting of customer complaints in respect of SWM within the service area.

**Service Delivery Compliance**

The colour code of the Twin bins shall be strictly as per the recommendation in item 3 of schedule - II of the Municipal Solid Waste Rule 2016.

- ❖ The Twin bin, one blue & one green, are to be placed and designed, so that they are accessible to the users. easy to operate, easy to transport, not exposed to atmosphere, shall be aesthetically acceptable and user friendly.
- ❖ The clearing schedule of the Twin bins should ensure that MSW is cleared minimum twice in 24 hours.
- ❖ There should be no overflow of MSW from the bins due to inadequate capacity or non-lifting at scheduled times. The Operator will ensure that the area around the bins is kept clean at all the times.
- ❖ The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation.
- ❖ The MSW shall not be disposed off/dumped/unloaded at any place other than that specified

**Disposal of waste in any area other than specified area will be prohibited**

- ❖ Ensure safe transportation of the collected Municipal Solid Waste in compartmentalized vehicles to the designated place at designated place as directed by Puri Municipality.
- ❖ Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt.
- ❖ There should be no overflow of garbage/refuse/MSW from the twin bins .
- ❖ if the garbage is littered outside the twin bins for any reason, operator should appoint workers to lift the waste and keep it inside the twin bin as soon as possible.
- ❖ Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the twin bins. The ground at the place where the

vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant to be supplied by PMU.

- ❖ The operator should ensure adequate safety equipments for all manpower deployed and ensure that all manpower deployed shall have to wear uniform/apron during working hours bearing the logo of Puri Municipality and the Operator which have to be approved by the PMU.

**Service Delivery Performance Criteria**

The performance monitoring and evaluation of service delivery has been institutionalized through Service Level Benchmarking and the purpose and objective of the assignment should be to improve and achieve the National Level Benchmark. With this target as well as the underlying constraints in mind the operator has to achieve the following performance levels.

<u>Parameter Description</u>	<u>Achievement Target</u>
Sea beach cleaning	100% in 3 months
Waste collection and transportation	Daily Service
	90% collection efficiency
	90% bins should not overflow
Street sweeping(including Main Roads, footpaths and Pathways)	90% collection efficiency
	100% within 24 hrs

**Complaint Redressal**

- ❖ The operator in close coordination with PMU shall undertake sample survey to assess the extent of waste generated. Secondary data from employers past experience can be referred to conclude the assessment. The sample should comprise of all income groups equally spread over the service area and stretched over a period of time, to give a fair average.
- ❖ A detail performance monitoring, reporting and evaluation system shall have to be developed in consultation with the employer. The broad outline of the computation procedure is provided in the table above.
- ❖ PMU shall conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
- ❖ All road side dumping of solid waste shall have to be collected irrespective of Door to Door service or provision of twin bins.
- ❖ All the complaints raised by PMU or any official designated by PMU should be redressed within 24 hours or as soon as possible.

**Employer's scope**

- PMU shall provide right of way for twin bin placement at all proposed locations of the service area.
- PMU shall finalize location for placement of twin bins and provide necessary administrative support in demarking and placing the same along the Sea Beach, if required.
- PMU will allow the operator to unload segregated wastes at wealth centers.
- Creation of no plastic zone along the Sea Beach area.
- Removal of tapping of sewer line in storm water drain.
- Administrative measure to restrict the movement of stray animals on the Sea Beach.
- The bill towards O&M cost shall be paid within 15 days after receipt of bills from the operator.
- PMU shall provide right of way and disposal site for collection, transportation and disposal of solid waste cleared from the sea beach and main road, as per norms of MSW rules 2016.
- Any type of conservancy complaints other than the scope of works and services, shall have to be intimated immediately by operator to PMU for taking proactive action.
- The Operator and PMU, both shall be responsible for the environmental compliances under the MSW (SWM Rules 2016), at the disposal site as directed by Puri Municipality.
- PMU needs to provide an enabling environment by removing encroachments for better cleaning activity. In this case PMU shall have to deploy its own excavator & tipper to clear the encroachments.
- PMU shall provide necessary prior information regarding visit of VIP/VVIP well in advance to the Operator for preparations thereof.
- PMU shall provide right of way and disposal site for collection, transportation disposal of waste within a range of 15 KM.

- PMU shall provide information regarding any festivals (a festival calendar providing duration of each festival and approximate daily population influx) before starting the operation and maintenance activity.
- o. PMU shall provide necessary administrative support in controlling and handling the situations arising out of public agitation/security issues during cleaning operation .

**Expected Service Levels**

- The beach and the entire water-facing stretch from Puri from Pink House to Sterling Resort (except Niladri Beach & Blue Flag Beach) and Main road must be cleaned without any garbage/solid waste scattered on the beach
- No accumulation of Liquid Waste/ Sewage in the stretch.
- Full-fledged cleaning exercises should be conducted daily .

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

**3. Penalty**

Upon occurrence of a material breach of O&M requirements, employer shall, without prejudice to and not withstanding any other consequences, be entitled to levy a penalty and shall have the powers to terminate the contract. **In case the operator underachieves the targets specified in the service delivery performance criteria, the employer shall impose penalty as detailed below, to be recovered from each monthly bill.**

SI No.	Parameter Description	Non-compliance penalty
1	In case of unsatisfactory working of the manual/ machine or machinebreakdown or operator absenteeism or reasons attributed to the inefficiency of the contractors.	Penalty of Indian National Rupees 2000 (TWO Thousand) per day per machine shall be deducted and it shall be recorded the Performance Evaluation.
2.	In case the beach, Main Road, footpath or pathway is found littered or dirty	Penalty of Indian National Rupees 500 (five hundred) per day for interval of 500 meters length shall be' deducted and it shall be recorded in Performance Evaluation.
3.	For not deploying the vehicles for regular transportation of the waste from the beach.	Penalty of Indian National Rupee 5000/- (Five Thousand) per day shall be deducted from the Operators' bills.
4	For not providing adequate number of twin bins on the beach.	Penalty of Indian National Rupees 100/-(One hundred) per day for every interval of 100 meters, shall be deducted from the Operator's bills.
5	For not segregating the municipal solid waste collected from sea beach cleaning and transporting it to wealth centers	Penalty of Indian National Rupees 1000/- (One Thousand) per day, shall be deducted from the Operator's bills.

	For not providing adequate collection and transportation services for the transportation of the waste from refuse twin bins.	Penalty of Indian National Rupees 500/- (five hundred) per day for every uncollected refuse bin, shall be deducted from the Operator's bills.
7	For absence of the a complaint office OR complaint officer at peak-visiting officer OR absence of a complaint register with good book-keeping.	Penalty of Indian National Rupees 500/- (Five hundred) per day, shall be deducted from the Operator's bills.
8	For absence of the a supervisor.	Penalty of Indian National Rupees 250/- (Two hundred only) per day per supervisor shall be deducted from the Operator's bills.
9	For absence of the a cleaner/laborer	Penalty of Indian National Rupees 200/- (Two hundred only) per day per cleaner/laborer shall be deducted from the Operator's bills.
10	Speedometer not in working condition.	Penalty of Indian National Rupees 1000/- (one thousand) per day, shall be deducted from Operator's bills.
11	Inaccurate reporting of speedometer readings on daily performance reports.	Penalty of Indian National Rupees (10,000/- Ten thousand) per day, shall be deducted from the contractors' bills, from the day which corresponds to the last 'actual' reading.
12	Failed to wear the uniform/safety gear when on duty.	Penalty of Indian Rupees 50/- (fifty) per person shall be recovered.

The employer or his authorized representative shall record service shortfalls on a daily basis and communicate the same to the operator. The consolidated monthly achievement computed and reported by the nodal officer shall be taken into consideration for evaluating the performance.

Penalty can be waived in part or full under situation of adverse conditions causing hindrance for service delivery, to be properly justified by the service provider to the best satisfaction of the employer. In such an event the nodal officer shall place his report to the Executive Officer for his decision. The quantum of waiver shall be at the sole discretion of the Executive Officer.

In case of disagreement by the operator on the penalty quantum, he will be provided an opportunity to place his representation with the Executive Officer, PMU whose decision shall be final and binding on the operator.

**4. Eligibility Criteria**

The bidders must satisfy the condition of the eligibility for opening of the financial bid. The condition of the eligibility are given below.

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

**5. GENERAL**

- The bidder should be an entity incorporated/registered under the Companies Act or

Partnership Firm registered under The Indian Partnership Act or a Limited Liability Partnership registered under the Limited Liability Partnership Act or a registered proprietary firm in India or registered under society registration Act. Appropriate documents supporting their status must be submitted along with the proposal.

- The bidder should be in operation in the field of O&M of public beaches/ tourist spots / public recreation spots or related activities such as solid waste & sanitation management / tourist spot/ area cleaning for at least 2years preceding the date of the issue of this RFP. As proof, it shall provide corresponding dated client work orders, documentary, completion certificate and visual evidence of such assignments.
- The bidder must have executed at least one assignment in Street Sweeping, transportation and Management of Municipal Solid Waste of segregated municipal solid waste of project cost of minimum INR 50 lakhs within the 3 years preceding the proposal due date.
- Corresponding client Work Order (is not the same as Letter of Intent / Letter of Appointment) / Agreement, Completion Certificate and visual evidence besides any other supporting document for each of the submitted experience credentials should be provided as part of the Technical Proposal.
- Financial eligibility: The bidder should have an annual average operating turnover of **INR 1.00 Cr** certified by chartered accountant during last 3 (three) financial years ending 31.03.2024.
- The applicant shall submit only one bid against the tender.
- Each page of the bid document shall be signed by the bidder.
- In case of MSME/NSIC firms exemption of EMD will be allowed, but no exemption will be allowed on Tender Paper Fee.
- The bidders shall make a presentation before the selection committee on the actual work process, deployment of manpower, machineries etc. before opening of the financial bids and the copy of the same to be submitted in the bid documents.

**6. Evaluation Criteria**

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

The financial proposal will be opened in the presence of the Bidder/ their representatives. The Financial Proposal with the Lowest Cost shall be marked as the First Rank Applicant while the next lowest Financial Proposal shall be marked as the Second Rank Applicant and so on. If the financial quotation is found to be equal for two or more no. of bidders, then it will be decided based on result of the lottery in presence of the bidders or their representatives.

The Selected Bidder shall be the First Ranked Applicant. The Second Ranked Applicant and Third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the First Ranked Applicant withdraws or fails to comply with the requirements specified in the RFP.

For the purpose of evaluation of the Financial Proposals, the Least Cost quoted by the Bidder shall be inclusive of all taxes & statutory dues.

The successful bidder may call for the negotiation by the Authority if required.

**7. Number of Proposals**

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

**8. Tender Document Fee**

Non-refundable Tender Document cost in shape of Demand Draft from any scheduled commercial bank in favour of “Executive Officer, Puri Municipality, Puri” payable in Puri for **INR 10,000/- (Rupees Ten Thousand Only)** is to be furnished by the bidder along with the Technical Bid. No exemption from submission of Tender paper cost is allowed. 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%.

**9. Earnest Money Deposit (EMD)**

EMD in shape of Demand Draft from any scheduled commercial bank in favor of “the Executive Officer, Puri Municipality, Puri” payable in Puri for **INR 50,000/- (Rupees Fifty Thousand 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 after execution of the contract agreement with the Authority & after submission of the performance bank guarantee.

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.

**10. Validity of Bid**

Proposal shall remain valid for 90 days from the last date of submission of Proposal.

**11. 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.

**12. Disputes**

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

**13. Addendum / Corrigendum / Notice**

Any Addendum / Corrigendum / Notice etc. for this assignment issued by the Authority will be hosted only in the web site <https://purimunicipality.nic.in> & [www.puri.odisha.gov.in](http://www.puri.odisha.gov.in)

**14. Acknowledgement by Bidder**

It shall be deemed that by submitting the Proposal, the Agency has made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism received all relevant information requested from the Authority, 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; satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under 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 Authority.

**15. Right to reject any or all Proposals**

Not with standing 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

**16. 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 & attend the meeting too.

The queries shall be sent before the pre-proposal meeting to [purim.hud@nic.in](mailto:purim.hud@nic.in) and [purim.hud@gmail.com](mailto:purim.hud@gmail.com)

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

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

#### 17. Bid Schedule

Sl. No.	Description	Date
1	Issue of Advertisement & Uploading of EOI	07.08.2024
2	Last date of receiving Queries in email Id <u><a href="mailto:purim.hud@nic.in">purim.hud@nic.in</a></u> and <u><a href="mailto:purim.hud@gmail.com">purim.hud@gmail.com</a></u>	16.08.2024
3	Site visit and Pre-proposal meeting at office chamber of the Executive Officer, Puri Municipality, Puri	20.08.2024
4	Replies to the queries & issue of addendum, if any	22.08.2024
5	Last Date of submission of Proposals through <b>Speed post / Regd. Post / Courier</b>	4.09.2024
6	Opening & Evaluation of Technical Bid	5.09.2024
7	Opening of Financial Bid	9.09.2024

#### 18. 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 Annexure-I,II,III, IV, of this RFP
- **Part-B-** Properly sealed Financial Proposal in the specified format as per Annexure V of this RFP

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

**Part-A:**

**Technical proposal for**

**“Selection of an Agency for Operation & Maintenance of Puri Sea Beach From Pink House to Sterling Resort (except Niladri beach & Blue Flag beach) ,Puri & Road/Foothpath from Digabareni to Hans Cocopalm”**

**Part-B:**

**Financial Proposal for**

**“Selection of an Agency for Operation & Maintenance of at Puri Sea Beach From Pink House to Sterling Resort (except Niladri Beach & Blue Flag beach) ,Puri & Road/Foothpath from Digabareni to Hans Cocopalm”**

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

**Proposal for**

**“Selection of an Agency for Operation & Maintenance of at Puri Sea Beach From Pink House to Sterling Resort (except Niladri Beach & Blue Flag beach),Puri & Road/Foothpath from Digabareni to Hans Cocopalm”**

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 Executive Officer  
Puri Municipality, Puri  
Puri-752001**

**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.

**19. 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. 10,000/- (Rupees Ten Thousand Only) (including GST)** in the form of Demand Draft payable in favor of “Executive Officer, Puri Municipality, Puri” payable in Puri drawn on any scheduled commercial bank.
- (c) Refundable Earnest Money Deposit of **INR. 50,000/- (Rupees Fifty thousands only)** in the form of a Demand Draft as Bid Security in favor of “Executive Officer, Puri Municipality, Puri” payable in Puri 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 pages of the tender document shall be signed by the bidder and sealed by the Agency at the lower Right hand corner.
- (g) All other documents shall be self attested by the bidder.
- (h) The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted.
- (i) Proof of work experience of similar nature (as mentioned in [5(4)]) in the form of Work-Orders and competition certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure III.
- (j) The Agency failing to submit all the specified documents shall be

summarily rejected.

**PART – B (Financial Proposal)**

The bidder must submit the Financial Proposal as per the format provided in Annexure V by quoting the bid price to operate & maintain this project. Further, the tender shall be finalized basing on the L1 rate quoted by the bidders. The Authority will finalize the tender.

**20. 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.

**21. Bid Submission Due Date**

Duly sealed proposal from the bidder filled in all respect must reach the Authority at the address, time and date specified in the RFP through **Speed / Regd. Post /Courier**. 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.

**22. Late Submission**

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

**23. Modifications and Withdrawal of Proposals**

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

**24. 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:

**Office chamber of the Executive Officer, Puri Municipality, 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.

**25. 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.

**26. 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.

**27. 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.

**28. Termination**

**a. Termination by Puri Municipality, Puri**

Puri Municipality may terminate this Contract due to any of the following events of default by the Agency (hereinafter called the "AGENCY Event of Default"):

- (i) The AGENCY has failed to perform or discharge any of its obligations in

accordance with the provisions of this Contract.

- (ii) Any representation made or warranties given by the AGENCY under this Contract is found to be false or misleading.
- (iii) The AGENCY has been adjudged as bankrupt or become insolvent.
- (iv) The AGENCY has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Contract.
- (v) A resolution for voluntary winding up has been passed by the shareholders/partners of the AGENCY.
- (vi) Any petition for winding up of the consultant has been admitted and liquidator or provisional liquidator has been appointed or the consultant has been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Puri Municipality, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the AGENCY under this Contract.
- (vii) It has been proved beyond reasonable doubt that consultant has been party to or has allowed any unlawful activity during the Contract Period;
- (viii) The AGENCY has abandoned the Project :-Puri Municipality reserves the right to terminate the Contract with a prior notice period of at least 30 days to the AGENCY.

**b. Force Majeure**

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or impractical as reasonable to be considered impossible in the circumstances.

Any of the following events which are beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure Event

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) Fire caused by reasons not attributable to the operator or any of the employees, or agents of the operator

- (d) Acts of terrorism
- (e) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the employer/operator in respect of the contract in any proceeding which is non-collusive and duly prosecuted.
- (f) Early termination of this agreement for reason of national emergency or national security.
- (g) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, Ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

**Force Majeure shall not include:**

- a. any event which is caused by the negligence or intentional action of a party or such party's agents or
- b. any event which a diligent party could reasonably have been expected to both (a)take into account at the time of the conclusion of this contract and (b) avoid or over come in the carrying out of its obligations employees, nor hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

**29. 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 "Executive Officer, Puri Municipality, Puri" payable in Puri drawn on any scheduled commercial bank prior to signing of the contract.

**30. Resources to be deployed:-**

The selected Bidder shall deploy minimum number of field staff for 5km stretch with 150mtrs-250mts width after the signing of the agreement with 7 days .The field staffs should not be below the age of the 18years & the wages for the field staffs should be as per the norm of the Labour Commission,Odisha Notification. The Selected agency will provide the uniform after the approval of the Puri Municipality, Puri .

**Check List of Submissions (in official Pad):**

Sl.No.	Particulars	Submission by Bidder Yes/ No/ NA	Page no. of the supporting documents
1	Tender Document fee of Rs. 10,000/-		
2	EMD of Rs. 50,000/-		
3	Self-declaration of non-blacklisting (in official pad)		
4	Annexure -I Covering Letter (in official pad)		

5	Annexure –II Details of Applicant(in official pad)		
6	Annexure –III Details experience of the Bidders (in official pad)		
9	Annexure –IV Financial Capability of Bidder(in official pad)		
10	Annexure –V Financial Proposal(in official pad)		

- The bidder shall ensure all the documents should be furnished with self attested with official stamp and all the pages should be numbered
- The bidder shall ensure all the documents should be furnished chronologically as per the check list with indicating the page number.
- This check list should be accompanied with the tender document.

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

**Covering Letter**

(On the Letterhead of the applicant)

**Letter No** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To,**

**The Executive Officer,**

**Puri Municipality, Puri**

**Ref: Selection of an Agency for Operation & Maintenance of at Puri Sea Beach From Pink House (Penthakata) to Sterling Resort (except Niladri beach & Blue Flag Beach) ,Puri & Road/Foothpath from Digabareni to Hans Cocopalm”**

1. With reference to your RFP document \_\_\_\_\_, dated \_\_\_\_\_, I, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the 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) of DD no \_\_\_\_\_ to the Authority in accordance with the RFP Document of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of DD no \_\_\_\_\_..
- 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 RFP 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)

Sl.No	<u>Details of Applicant on official letter pad</u>			
1	Name of the Agency			
2	Details of the Demand Draft			
3	Tender paper Cost-Rs.10,000	Name of the Bank	date of issue	DD.No
4	EMD-Rs50,000/-	Name of the Bank	date of issue	DD.No
5	Name of the contact Person			
6	Designation			
7	Address	Present address		
		Permanent address		
8	E-mail ID			
9	Fax Number			
10	Registration Number of the Company/Society etc			
11	If the Agency has a registered office in India(Yes/No):			
12	Full address of Registered Office in India			
13	If the agency has a corporate or Branch Office in Bhubaneswar?			
14	Full address of Registered Office in Bhubaneswar			
15	Mobile Number of the contact person at Registered Office in India			
16	Mobile Number of the contact person at Registered Office in Bhubaneswar			
17	EPF REGISTRATION No. With attached copy			
18	ESI REGISTRATION No. With attached copy			
19	PAN Card No			
20	GST No			
21	Average Annual Turnover(2020-21,2021-22,2022-23)			

Signature, name and designation of the Authorized Signatory with name and seal of Bidder

**Annexure- III**

**Details of the Experience of the Bidder**

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 , competition certificate of the project undertaken 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**

**Financial Capability of Bidder**

**Name of the Applicant:**

\_\_\_\_\_

Sl. No.	Particulars	2021-22	2022-23	2023-24
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:

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

**Annexure V**

**FINANCIAL PROPOSAL**

**In letter Head of the Bidder  
To,  
The Executive Officer,  
Puri Municipality, Puri**

**Ref: "Selection of an Agency for Operation & Maintenance of at Puri Sea Beach  
From Pink House to Sterling Resort (except Niladri Beach & Blue Flag Beach) ,Puri  
& Road/Foothpath from Digabareni to Hans Cocopalm"**

**We, the undersigned, offer to provide the agency services for the "Selection of an  
Agency for Operation & Maintenance of at Puri Sea Beach From Pink House to  
Sterling Resort (except Niladri Beach & Blue Flag Beach) ,Puri & Road/Foothpath  
from Digabareni to Hans Cocopalm"**

**" in accordance with your Request for Proposal dated -----and our Financial  
Proposal (For 3 Year) as per details mentioned below:**

<b>Sl No</b>	<b>Name of Work</b>	<b>Quantity</b>	<b>Rate per Unit</b>	<b>Amount including of all taxes</b>	<b>Remarks</b>
1	1. Manpower-				Detail breakup with rate to be given
	2. Vehicle to be engaged -				
	3. Logistics-				
	4. Mechanical/Manual cleaning-				
	5. Misalanious				

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6. Service Charges(Minimum 3% to Maximum 7%)-				
--	--	--	--	--

<b>Total</b>
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<b>Total Amount in words</b>
------------------------------

**(Including all Tax)**

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 90 days from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully,

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

Annexure VI

**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 an Agency for Operation & Maintenance of at Puri Sea Beach From Pink House to Sterling Resort (except Niladri Beach & Blue Flag Beach) ,Puri & Roads/Footpath Digabareni to Hans Coco palm ”.

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 the Executive Officer, Puri Municipality, Puri an amount not exceeding INR \_\_\_\_\_ to the Executive Officer, Puri Municipality, 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 Executive Officer, Puri Municipality, 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 Executive Officer, Puri Municipality, 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 Executive Officer, Puri Municipality, Puri any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We, the Bank or our local branch in Puri, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days and it shall continue to be so enforceable till all the dues of the Executive Officer, Puri Municipality, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Executive Officer, Puri Municipality, 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 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 Executive Officer, Puri Municipality, Puri shall 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 Executive Officer, Puri Municipality, 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 Executive Officer, Puri Municipality, Puri or any indulgence by the Executive Officer, Puri Municipality, 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 Executive Office, Puri Municipality, Puri in writing.

We, the Bank further agree that this guarantee shall also be invokable at our place of business in Puri, Odisha

Dated \_\_\_\_\_ Day of 2024

Witness(Signature, names & address)

For \_\_\_\_\_ [Indicate the name of Bank]

Date: \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

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.

  
Executive Officer  
Puri Municipality, Puri  
16.8.2024